

Recording Requested By:
William S. Hart Union High School District

When Recorded Mail To:

Atkinson, Andelson, Loya, Ruud & Romo
20 Pacifica, Suite 1100
Irvine, CA 92618
Attention: Robert E. Anslow

Space above this line for Recorder's use only

This document is recorded for the benefit of the William S. Hart Union High School District.
Exempt recording is requested under Sections 6103 and 27383 of the Government Code.

ASSIGNMENT AGREEMENT

by and between

WILLIAM S. HART JOINT SCHOOL FINANCING AUTHORITY

and

ZB, NATIONAL ASSOCIATION DBA ZIONS BANK

as Trustee

Dated as of _____ 1, 2018

Relating to

\$ _____
**WILLIAM S. HART JOINT SCHOOL FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2018**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of _____ 1, 2018, by and between the **WILLIAM S. HART JOINT SCHOOL FINANCING AUTHORITY**, a joint powers authority organized and existing under the laws of the State of California and that certain “Joint Exercise of Powers Agreement creating the William S. Hart Joint School Financing Authority,” by and between the William S. Hart Union High School District and Community Facilities District No. 88-4 of the William S. Hart Union High School District, dated as of November 9, 1994 (“Authority”), and **ZB, NATIONAL ASSOCIATION DBA ZIONS BANK**, a national banking association, as trustee (“Trustee”);

WITNESSETH:

WHEREAS, the William S. Hart Union High School District (“District”) and the Authority have entered into a Lease Agreement, dated as of _____ 1, 2018, by and between the Authority and the William S. Hart Union High School District (“Lease Agreement”), and a Site Lease dated as of _____ 1, 2018, by and between the District and the Authority (“Site Lease”), whereby the Authority has agreed to lease to the District certain real property as legally described on Exhibit “A” attached hereto (“Site”) together with improvements thereon, and the District has agreed to make lease payments (“Lease Payments”) to the Authority for the use and possession of the Site;

WHEREAS, the Trustee and the Authority have entered into a Trust Agreement, dated as of _____ 1, 2018, by and between the Authority and the Trustee (“Trust Agreement”), pursuant to which the Trustee agrees to execute and deliver the William S. Hart Joint School Financing Authority Lease Revenue Bonds, Series 2018 (“Bonds”);

WHEREAS, under the Trust Agreement, the Authority is obligated to deposit, or cause to be deposited, certain sums with the Trustee;

WHEREAS, the Authority is willing to assign certain of its rights under the Lease Agreement to the Trustee in order to cause the Trustee to deposit the proceeds of the sale of the Bonds into the various funds and accounts established under the Trust Agreement, and the District has consented to such assignment;

WHEREAS, each of the parties has authority to enter into this Assignment Agreement, and has taken all actions necessary to authorize its officers to enter into this Assignment Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Assignment Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, AND FOR OTHER VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Definitions. Capitalized terms used in this Assignment Agreement shall have the meanings given them in the Lease Agreement or in the Trust Agreement, unless otherwise defined herein or unless the context clearly requires otherwise.

Section 2. Assignment. The Authority does hereby presently sell, assign and transfer to the Trustee, for the benefit of the Owners of the Bonds executed and delivered under the Trust Agreement, all of its rights, title and interest in, under and to the Site Lease and to the Lease Agreement recorded concurrently herewith (excepting only its right to receive payment of its fees and expenses under Section 5.01(c) of the Lease Agreement and its right to indemnification under Section 9.03 of the Lease Agreement), including, without limitation: (i) the Authority's rights to receive Lease Payments and other rental from the District under the Lease Agreement, (ii) the right to exercise such rights and remedies as are conferred on the Authority by the Lease Agreement as may be necessary to enforce payment of such Lease Payments and other rental when due, or otherwise protect its interests in the event of a default by the District, and (iii) the rights to the Lessor's interest in other funds received pursuant to the terms of the Lease Agreement.

Section 3. Acceptance. The Trustee hereby accepts the foregoing assignment, subject to the terms and provisions of the Trust Agreement, and all such Lease Payments shall be applied and the rights so assigned shall be exercised by the Trustee as provided in the Lease Agreement and the Trust Agreement.

Section 4. Conditions. Excepting only the sale, assignment and transfer to the Trustee of the Authority's right, title and interest in and to the Site Lease and the Lease Agreement pursuant to Section 2 hereof, this Assignment Agreement shall impose no obligations upon the Trustee beyond those expressly provided in the Trust Agreement. The Trustee is not responsible for any representations, warranties or covenants of the Authority under the Lease Agreement.

Section 5. No Outstanding Claims. The Authority hereby represents and warrants that there are no present and outstanding claims on Lease Payments or any other moneys assigned by the Authority to the Trustee hereunder.

Section 6. Execution of Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7. Further Assurances. The Authority shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for better assuring and confirming to the Trustee, for the benefit of the Owners of the Bonds, the right, title and interest intended to be sold, assigned and transferred pursuant hereto.

Section 8. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9. **Severability.** In the event any provision of this Assignment Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10. **Captions.** The captions or headings in this Assignment Agreement are for convenience only and in no way define or limit the scope or intent of any provision of this Assignment Agreement.

Section 11. **Amendments and Modifications.** This Assignment Agreement, and the rights and obligations of the Authority and the Trustee hereunder, may be amended or modified at any time by an amendment, which shall become binding upon execution by the Authority and the Trustee.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their officers thereunto duly authorized as of the day and year first above written.

“AUTHORITY”

**WILLIAM S. HART JOINT SCHOOL
FINANCING AUTHORITY**

By _____
Authority Representative

“TRUSTEE”

**ZB, NATIONAL ASSOCIATION DBA ZIONS
BANK**

By: _____
Title: _____

[NOTARIZE ALL SIGNATURES]

EXHIBIT "A"

**LEGAL DESCRIPTION
WEST RANCH HIGH SCHOOL**

That portion of Parcel 5 of Parcel Map No. 15955, in the unincorporated County of Los Angeles, State of California, as per map recorded in Book 188 Pages 90 through 95, inclusive of Parcel Maps in the Office of the County Recorder of said County, described as a whole as follows:

Commencing at the southeasterly terminus of that certain course shown as N 54°20'17"W 8850.91 feet along the northeasterly limits of said Parcel 5 and described herein bearing N 54°20'03"W; thence northwesterly along said northeasterly limits N 54°20'03"W 1715.97 feet to a point on that certain course bearing N 21°26'38"W along the westerly right-of-way of Old Rock Road, 64 feet wide, as shown on Tract No. 45433-04 recorded in Book 1268 Pages 45 through 65, inclusive of Maps in the Office of said County Recorder and described herein bearing N 21°38'10"W, said point also being the **True Point of Beginning** for this legal description; thence,

- 1st - Northwesterly continuing along said northeasterly limits of said Parcel 5 and the southerly limits of said Tract No. 45433-04, N 54°20'03"W 1544.68 feet to a line parallel with and 150.00 feet southeasterly of the southeasterly limits of that certain easement as described in the Right-of-Way Easement to Southern California Edison Company recorded May 15, 1952 in Book 38937 Page 6 of Official Records in the Office of said County Recorder; thence,
- 2nd - Southwesterly, leaving said northeasterly limits of said Parcel 5 and the southerly limits of said Tract No. 45433-04, along said parallel line S 51°10'19"W 1368.97 feet; thence,
- 3rd - Southwesterly continuing along said parallel line S 47°10'34"W 44.93 feet; thence,
- 4th - Southeasterly leaving said parallel line S 40°17'39"E 112.03 feet; thence,
- 5th - S 25°22'41"E 88.53 feet; thence,
- 6th - S 14°40'35"W 150.61 feet to the beginning of a tangent curve concave easterly having a radius of 150.00 feet; thence,
- 7th - Southerly along said curve through a central angle of 76°30'07" an arc length of 200.28 feet to the end of said curve; thence,
- 8th - Southeasterly tangent to said curve, S 61°49'32"E 18.42 feet; thence,
- 9th - S 40°50'13"E 138.25 feet; thence,
- 10th - S 62°16'32"E 38.05 feet; thence,
- 11th - S 22°37'30"E 24.23 feet to the beginning of a tangent curve concave northeasterly having a radius of 190.00 feet; thence,

- 12th - Southeasterly along said curve through a central angle of 41°49'32" an arc length of 138.70 feet to the end of said curve; thence,
- 13th - Southeasterly tangent to said curve, S 64°27'02"E 78.30 feet to the beginning of a tangent curve concave northerly having a radius of 150.00 feet; thence,
- 14th - Easterly along said curve through a central angle of 31°37'48" an arc length of 82.81 feet to the end of said curve; thence,
- 15th - Easterly tangent to said curve, N 83°55'10"E 10.65 feet; thence,
- 16th - S 46°35'35"E 31.49 feet; thence,
- 17th - S 19°24'19"E 222.32 feet to the beginning of a tangent curve concave northeasterly having a radius of 100.00 feet; thence,
- 18th - Southeasterly along said curve through a central angle of 89°23'05" an arc length of 156.01 feet to the end of said curve; thence,
- 19th - Northeasterly tangent to said curve, N 71°12'36"E 13.21 feet; thence,
- 20th - S 85°50'29"E 217.93 feet; thence,
- 21st - N 61°16'40"E 37.25 feet; thence,
- 22nd - S 57°54'30"E 155.69 feet to a point on a non-tangent curve concave northwesterly having a radius of 2340.00 feet, a radial line to said point bears S 34°24'57"E, said point also being on the northerly right-of-way of proposed Valencia Boulevard, 120 feet wide; thence,
- 23rd - Easterly along said non-tangent curve and said proposed right-of-way through a central angle of 6°21'59" an arc length of 260.00 feet to the end of said curve; thence,
- 24th - Northeasterly tangent to said curve continuing along said proposed right-of-way, N 49°13'04"E 405.04 feet to the beginning of a tangent curve concave southerly having a radius of 2460.00 feet; thence,
- 25th - Easterly along said curve and said proposed right-of-way through a central angle of 19°08'46" an arc length of 822.04 feet to the end of said curve; thence,
- 26th - Northeasterly tangent to said curve continuing along said proposed right-of-way, N 68°21'50"E 34.75 feet to the westerly terminus of that certain course bearing N 68°33'22"E along the northerly right-of-way of Valencia Boulevard, 120 feet wide, as shown on Parcel Map No. 26010 recorded in Book 305 Pages 79 through 95, inclusive of Parcel Maps in the Office of said County Recorder and described herein bearing N 68°21'50"E; thence,
- 27th - Northeasterly continuing along said course and said right-of-way of Valencia Boulevard, as shown on said Parcel Map No. 26010, N 68°21'50"E 19.87 feet to the beginning of a

tangent curve concave northwesterly having a radius of 27.00 feet as shown on said Parcel Map No. 26010; thence,

- 28th - Northerly along said curve and said right-of-way of Valencia Boulevard through a central angle of $90^{\circ}00'00''$ an arc length of 42.41 feet to the end of said curve, said point also being on said westerly right-of-way of Old Rock Road, 64 feet wide, as shown on said Tract No. 45433-04; thence,
- 29th - Northwesterly tangent to said curve along said westerly right-of-way of Old Rock Road, N $21^{\circ}38'10''$ W 252.39 feet to the **True Point of Beginning**.

Containing 64.8520 acres of land more or less.