



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-9

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

2014 OCT 29 AM 10:12

COUNTY OF SANTA BARBARA
CLERK OF THE
BOARD OF SUPERVISORS

Department Name: Community Services
Department No.: 057
For Agenda Of: November 4, 2014
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from: N/A
Vote Required: Majority

REPLACEMENT #1
DATE 10/30 TIME 4:50

TO: Board of Supervisors
FROM: Department Renée E. Bahi, Interim Community Services Director (805) 568-2467
Director(s):
Contact Info: Margo Wagner, Senior Housing Program Specialist (805) 568-3529
SUBJECT: Approval and Execution of First Amendments to the HOME loan documents and Partial Reconveyances for Cypress Court HOME Project, and Mortgagee Consent for City of Lompoc RDA loan documents; Fourth Supervisorial District.

County Counsel Concurrence

As to form: Yes

Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

Auditor-Controller Concurrence

As to form: Yes

- a) Approve and authorize the Chair of the Board of Supervisors to execute the following documents (the "HOME Loan Documents") in order to change the legal description of the property that secures the County's HOME loan (the "Property") in accordance with the Amended Legal Description (Attachment D), which will be incorporated into each HOME loan Document as "Exhibit";
 1. First Amendment to the Deed of Trust Assignment of Rents and Security Agreement (Attachment A);
 2. First Amendment to the Regulatory Agreement and Declaration of Restrictive Covenants (Attachment B); and
 3. First Amendment to HOME Loan Documents (Attachment C).
- b) Approve and authorize the Chair of the Board of Supervisors to execute the following documents (the "RDA Loan Documents") as Mortgagee Consent in order to facilitate a change to the legal description of the property that secures a loan held by the City of Lompoc as the successor agency to the Lompoc Redevelopment Agency ("RDA") in accordance with the Amended Legal

Description (Attachment D), which will be incorporated into the RDA Loan Documents as “Exhibit A”;

1. First Amendment to Notice of Affordability Restrictions on Transfer of Property – City of Lompoc RDA loan (Attachment E);
 2. First Amendment to Deed of Trust – City of Lompoc RDA loan (Attachment F); and
 3. First Amendment to Agreement Containing Covenants – City of Lompoc RDA loan (Attachment G).
- c) Approve and authorize the Chair of the Board of Supervisors to execute a Partial Reconveyance for Parcel 1 and Parcel 3 (Attachment H) which releases the County’s security interests in any real property not included in the Amended Legal Description (Attachment D).
- d) Approve and authorize the Chair of the Board of Supervisors to execute two Substitutions of Trustees (Attachments I & J) in order to facilitate the Partial Reconveyance for Parcel 3 and Parcel 2 (Attachment H); and
- e) Find that pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15162, no substantial changes are proposed and no new information of substantial importance has come to light regarding environmental effects of the project or of the sufficiency or feasibility of mitigation measures, and therefore these actions are within the scope of the Cypress Court project covered by the Mitigated Negative Declaration that was prepared by the City of Lompoc, which the Board considered and found was adequate for the project on March 6, 2012, and that therefore no new environmental document is required. (Attachment K).

Summary Text:

The Board of Supervisors is being asked to approve an amended legal description of the property that currently secures a \$500,000 County HOME loan for the Cypress Court affordable housing development in Lompoc (“Property”). As explained in further detail below, the effect of these amendments will be to: (1) remove certain portions of the Property, and; (2) add certain other portions of property. Consistent with this amendment, the Board is being asked to release its interests in those pieces of property that are not included in this amended legal description. Before the senior lender, Rabobank, can convert its construction loan into a permanent loan, the documents set forth in Recommended Actions A-D must be executed and recorded, which will resolve all outstanding title issues and enable the Bank to receive a clean title report with respect to the property that will secure its loan for the Cypress Court Project.

The Board of Supervisors is also being asked to grant consent on the City of Lompoc’s first amendments to their RDA loan for the purpose of affirming that the priority of the County’s HOME Deed of Trust and Regulatory Agreement shall remain unchanged and in a junior position to Lompoc’s RDA loan documents.

Background:

On March 6, 2012, the Board of Supervisors approved and executed a \$500,000 federal HOME loan to Lompoc Pacific to construct a 60-unit senior rental housing project named Cypress Court located within the City of Lompoc (the "Project"). The Project was developed and owned by Lompoc Pacific Associates, a California limited partnership. The current private loan with the Bank in the amount of \$9,280,000 is in senior lien position. The total project cost was approximately \$12.6 million, with 11 affordable HOME units. The Lompoc RDA made loans to Lompoc Pacific aggregating \$1,300,000 in January, 2012 which is senior to the County's HOME loan. The City of Lompoc is now the successor agency to the Lompoc RDA.

The County's HOME loan was originally secured by a single parcel – Parcel 17 (see original property map Figure 1) owned by Lompoc Pacific on which Lompoc Pacific planned to construct 1) the Project and 2) a separate mixed-use (residential and commercial) condominium project ("Commercial Project"); the Commercial Project was to be developed by a third party without the use of any HOME funds. Originally, Lompoc Pacific intended to first complete the Commercial Project and then sell the individual commercial units at a later time. During development of the Project, Lompoc Pacific also intended to secure a lot-line-adjustment to transfer a strip of land along the back of its proposed building ("Area A") (reflected as "C&7 Parking Easement Premises" on Parcel Map//see Figure 2- denoted on Figure 2 to the neighbor of Parcel 1, C&7, in exchange for a deeded access to Cypress Avenue and a landscaping strip along the full length of Seventh Street ("Areas B and C" denoted on Figure 2). In addition to gaining the above-described land, the purpose of this exchange was to eliminate certain easement conflicts and to avoid Lompoc Pacific having to relocate utilities.

Figure 1

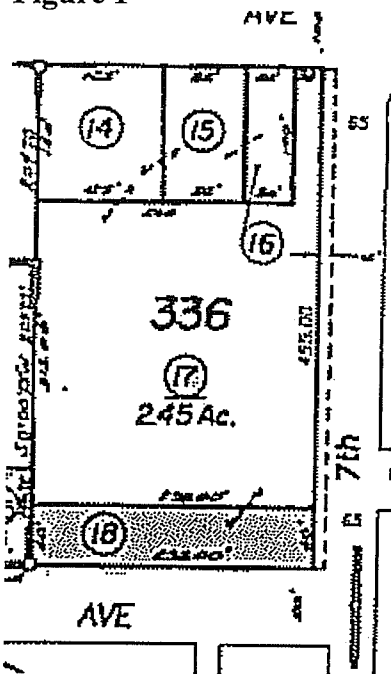
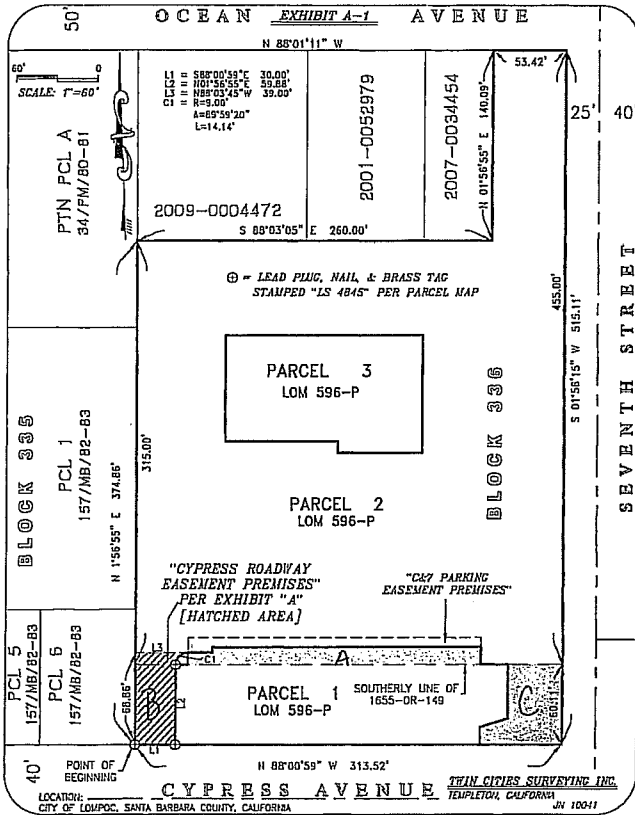
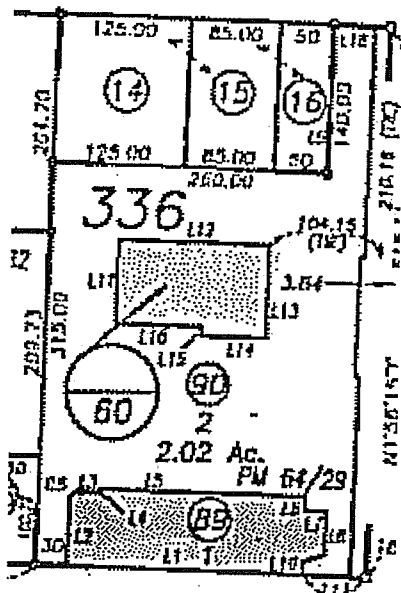


Figure 2



However, before the Project was completed, Lompoc Pacific revised its plans and elected to subdivide the property that secured the County's HOME loan via Parcel Map No. LOM 596-P (the "Parcel Map") (New Assessor's Map//see Figure 3). This would result in 1) the creation of a new parcel, Parcel 3, for the location of the Commercial Project; and 2) add Areas B and C to Parcel 2, where the Project was located. This Parcel Map did not reflect the transfer of Area A from Parcel 2 to Parcel 1. The purposes of this subdivision were to 1) place the commercial property on a separate legal parcel in order to avoid the Project being a minority party to a condo owner's association with the commercial owner(s) and 2) to effect both the subdivision and the lot-line-adjustment in one process. In May 2013, the Board of Supervisors approved and authorized execution of consent to Parcel Map No. LOM 596-P and authorized the Director of the Community Services Department to amend the HOME Loan Documents to reflect the change in the legal description. The Board's authorization did not include the removal of Parcel 3 from the County's security for the HOME loan.

Figure 3



The Parcel Map was recorded in June 2013, but the County's HOME Loan Documents have not yet been amended. Parcel 3, which currently remains encumbered by the County's HOME Loan Documents, was transferred to TPC Commercial, LLC in September 2013. Area A has also been transferred from Parcel 2 to Parcel 1.

The current construction loan is now due and payable and needs to proceed to permanent financing for the Project, which requires the partial release of the HOME loan and a revised legal description. Lompoc Pacific Associates had always intended to transfer the commercial property to a different entity. While County staff was aware of this future plan to remove the commercial property from the County's security, the Board was not asked in May 2013 to approve amendments to the HOME Loan Documents that remove Parcel 3 from the County's security. Board action is now requested in order to effectuate this removal. Area A will also need to be removed from the legal description in the Loan Documents in order to reflect its transfer from Parcel 2 to Parcel 1.

To make these changes, the Loan Documents will need to be amended (Recommended Action A and C). Partial reconveyances are also required (Recommended Action C). The proposed Substitution of Trustee (Recommended Action D) will temporarily substitute the County as trustee and enable the Board of Supervisors to execute the Request for Partial Reconveyance which will then amend the present legal description. After the recording of the initial Substitution of Trustee (Attachment I) and subsequent Request for Partial Reconveyance (Attachment H), the second Substitution of Trustee (Attachment J) will be recorded which will return the role of Trustee back to First American Title Company. This is the most common and efficient method of expediting the transaction.

The County is also being asked to provide a Mortgagee Consent on the City of Lompoc's first amendments to their RDA loan for the purpose of confirming that the priority of the County's HOME Deed of Trust and Regulatory Agreement shall remain unchanged by the amendments to their documents.

The new senior permanent loan amount with Rabobank, which will replace the construction loan, will be approximately \$1.7 million, the existing Lompoc RDA loan of \$1.3 million in second trust deed

position and the County's \$500,000 HOME loan will remain in third position. . Review of the appraisal for the completed Project on Parcel 2 supports a value of approximately \$4.78 million. The project is 100% occupied with a waiting list.

Fiscal and Facilities Impacts:

Budgeted: N/A

Fiscal Analysis:

The County's approval and execution of the amendments and partial reconveyances does not change the terms or the position on title of the County loan which is a 55-year deferred, 3.0% simple interest loan due in 2067. The County's loan position remains in third position, subordinate to the Rabobank and City of Lompoc Redevelopment Agency loans. The County's regulatory agreement restricts 11 HOME units in the project to very low-income households. HCD's Property Management / Inclusionary staff will charge the HOME administration account for work associated with this action. The existing HOME monitoring staffer, funded through the General Fund, will continue to monitor these units.

Special Instructions:

- Execute three (3) original copies of the County HOME First Amendments (Attachments A, B & C)
- Execute three (3) original copies of the City of Lompoc RDA First Amendments (Attachments E, F & G)
- Execute (2) original copies of the Partial Reconveyance (Attachment H)
- Execute (2) original copies of the Substitution of Trustees (Attachments I & J)
- Contact Margo Wagner at ext. 3529 to pick up one (2) original copies of the above documents
- Provide a copy of the minute order reflecting Board Action to CSD.

Attachments:

Attachment A – First Amendment to the Deed of Trust Assignment of Rents and Security Agreement – County HOME loan
Attachment B – First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants – County HOME loan
Attachment C – First Amendment to HOME Loan Documents
Attachment D – Exhibit A – Amended Legal Description
Attachment E – First Amendment to Notice of Affordability Restrictions on Transfer of Property – City of Lompoc RDA Loan
Attachment F – First Amendment to Deed of Trust – City of Lompoc RDA loan
Attachment G – First Amendment to Amendment to Agreement Containing Covenants – City of Lompoc RDA loan
Attachment H – Partial Reconveyance for Parcel 1 and Parcel 3
Attachment I – Substitution of Trustee – First American to County of SB
Attachment J – Substitution of Trustee – County of SB to First American
Attachment K – City of Lompoc Mitigated Negative Declaration

Authored by: Margo Wagner, Senior Housing Program Specialist
cc: Scott Greenwood, Deputy County Counsel

ATTACHMENT A

Recording requested and when recorded mail to:
County of Santa Barbara
Community Services Department
Housing and Community Development Division
105 E. Anapamu Street, Room 105
Santa Barbara, CA 93101
Attn: Grants Administration Division Chief

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

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APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

FIRST AMENDMENT TO DEED OF TRUST

This First Amendment to Deed of Trust is made this ___ day of November 2014 by Lompoc Pacific Associates, a California Limited Partnership ("Trustor") for the benefit of the County of Santa Barbara, a political subdivision of the State of California ("Beneficiary").

RECITALS

WHEREAS, Beneficiary made a loan to Trustor in the amount of \$500,000 (the "Loan") evidenced by a Promissory Note (the "Note") made February 15, 2012;

WHEREAS, the Note was secured by a Deed of Trust, Assignment of Rents, and Security Agreement made by Trustor for the benefit of Beneficiary, dated on like date therewith and recorded in the real property records of Santa Barbara County, California as document number 2012-0019414 on March 26, 2012 (the "Deed of Trust"); and,

WHEREAS, the Trustor, with the consent of Beneficiary, has completed a re-subdivision of the real property subject to the Deed of Trust.

AGREEMENT

NOW THEREFORE, Trustor and Beneficiary hereby agree as follows:

1. Exhibit A to the Deed of Trust is hereby deleted in its entirety and replaced by that certain document marked Exhibit A that is attached hereto and incorporated herein by this reference. All references to Exhibit A in the Deed of Trust shall be deemed to refer to the substituted Exhibit A attached hereto.
2. Except as expressly modified by this First Amendment to Deed of Trust, the terms of the Note and Deed of Trust shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGES

TRUSTOR:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: _____
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

BENEFICIARY

ATTEST:

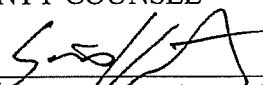
MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By:  _____
Deputy County Counsel


Acknowledgement Attached

TRUSTOR:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: 
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

BENEFICIARY

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

Acknowledgement Attached

ACKNOWLEDGMENT

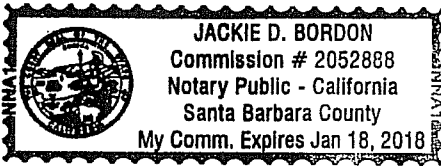
State of California
County of Santa Barbara)

On October 23, 2014 before me, Jackie D. Bordon, Notary Public
(insert name and title of the officer)

personally appeared Alfred Holzheu,
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 Jackie D. Bordon (Seal)

Attached to First Amendment to Deed of Trust

APN: NEW 085-150-⁹⁰~~089~~ BEING A PORTION OF FORMER APN 085-150-017

VP

TRUSTOR:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: _____
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

BENEFICIARY

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

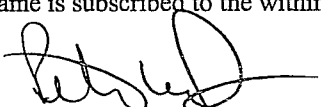
By: _____
Deputy County Counsel

Acknowledgement Attached

ACKNOWLEDGMENT CERTIFICATE

State of Idaho)
) S. S.
County of Ada)

On October 23, 2014, before me Peter Van Dorne, a notary public, personally appeared, Caleb Roope personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



S
E
A
L

Notary Public
Residing in Boise, Idaho
My Commission Expires on: 07/26/2017

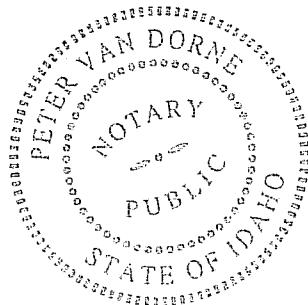


Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Lompoc, County of Santa Barbara, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. LOM 596-P, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED JUNE 12, 2013 IN BOOK 64, PAGES 29 THRU 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the Rabobank Deed of Trust is superior in priority to the Deed of Trust modified and shall maintain such priority.

Rabobank, N.A.

By: Lauren Stephens
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned Lompoc Redevelopment Agency, a public body, corporate and politic, by and through its Successor Housing Agency, the City of Lompoc, as Mortgagee under that certain Subordinated Deed of Trust and Security Agreement (With Assignment of Rents) recorded March 26, 2012 as Instrument No. 2012-0019415, in the official records of Santa Barbara County, California ("RDA Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the RDA Deed of Trust is superior in priority to the Deed of Trust modified and shall maintain such priority.

City of Lompoc, a political subdivision of the
State of California, Successor Housing Agency to the
Dissolved Lompoc Redevelopment Agency, a public
body, corporate and politic

By: _____
Patrick Wiemiller, City Administrator

Acknowledgement attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
 County of Tulare }
 On October 28, 2014 before me, Erick Ursua,
Date Name and Title of the Officer
 personally appeared Lauren Stephens
Name(s) of Signer(s)



Place Notary Seal Above

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: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment Deed of Trust Document Date: Oct. 27, 2014
 Number of Pages: 6 Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the Rabobank Deed of Trust is superior in priority to the Deed of Trust modified and shall maintain such priority.

Rabobank, N.A.

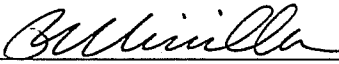
By: _____
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned City of Lompoc, a municipal corporation, as Successor Housing Agency to the Dissolved Lompoc Redevelopment Agency, a public body, corporate and politic, as Mortgagee under that certain Subordinated Deed of Trust and Security Agreement (With Assignment of Rents) recorded March 26, 2012, as Instrument No. 2012-0019413, in the official records of Santa Barbara County, California ("RDA Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the RDA Deed of Trust is superior in priority to the Deed of Trust modified and shall maintain such priority.

City of Lompoc, a municipal corporation,
as Successor Housing Agency to the Dissolved
Lompoc Redevelopment Agency, a public body,
corporate and politic

By:  10/27/2014
Patrick Wiemiller, City Administrator

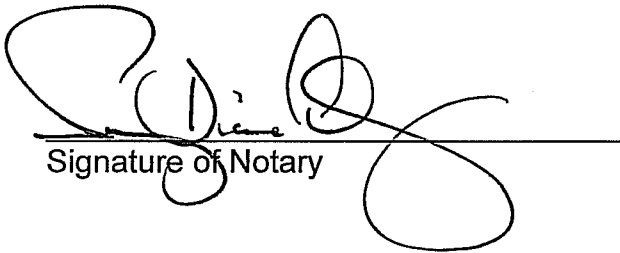
Acknowledgement attached

State of California
County of Santa Barbara

On October 27, 2014, before me, **Stacey Diane Alvarez**, Notary Public, personally appeared **Patrick Wiemiller**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person 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 of Notary



(Seal)

ATTACHMENT B

Recording requested and when recorded mail to:
County of Santa Barbara
Community Services Department
Housing and Community Development Division
105 E. Anapamu Street, Room 105
Santa Barbara, CA 93101
Attn: Grants Administration Division Chief

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

Space above this line for recorder's use

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

**FIRST AMENDMENT TO REGULATORY AGREEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS**

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants is made this ___ day of November 2014 by Lompoc Pacific Associates, a California Limited Partnership ("Owner") for the benefit of the County of Santa Barbara, a political subdivision of the State of California ("Lender").

RECITALS

WHEREAS, Lender made a loan to Owner in the amount of \$500,000 (the "Loan") evidenced by a Promissory Note made February 15, 2012 secured by a Deed of Trust, Assignment of Rents, and Security Agreement; 2012-0019414 on March 26, 2012; and,

WHEREAS, in connection with the Loan, Owner and Lender executed that certain Regulatory Agreement and Declaration of Restrictive Covenants dated February 15, 2012 and recorded in the real property records of Santa Barbara County, California as document number 2012-0019410 on March 26, 2012 (the "Regulatory Agreement"); and,

WHEREAS, the Owner, with the consent of Lender, has completed a re-subdivision of the real property subject to the Regulatory Agreement.

AGREEMENT

NOW THEREFORE, Owner and Lender hereby agree as follows:

1. Exhibit A to the Regulatory Agreement is hereby deleted in its entirety and replaced by that certain document marked Exhibit A that is attached hereto and incorporated herein by this reference. All references to Exhibit A in the Regulatory Agreement shall be deemed to refer to the substituted Exhibit A attached hereto.
2. Except as expressly modified by this First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants, the terms of the Regulatory Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGES

OWNER:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: _____
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

LENDER

ATTEST:

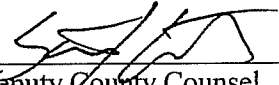
MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By:  _____
Deputy County Counsel

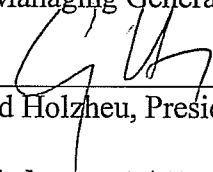
Acknowledgement Attached

OWNER:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: 
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

LENDER

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

Acknowledgement Attached

ACKNOWLEDGMENT

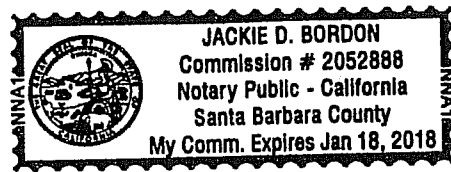
State of California
County of Santa Barbara)

On October 23, 2014 before me, Jackie D. Bordon, Notary Public
(insert name and title of the officer)

personally appeared Alfred Holzheu,
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 Jackie D. Bordon (Seal)

Attached to First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants

APN: NEW 085-150-089 BEING A PORTION OF FORMER APN 085-150-017

90
DB

OWNER:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

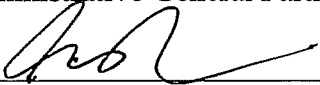
Its: Managing General Partner

By: _____
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By:  _____
Caleb J. Roope, Manager

Acknowledgement Attached

LENDER

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

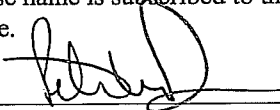
Acknowledgement Attached

ACKNOWLEDGMENT CERTIFICATE

State of Idaho)
) S. S.
County of Ada)

On October 23, 2014, before me Peter Van Dorne, a notary public, personally appeared, Caleb Roope personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

S
E
A
L



Notary Public
Residing in Boise, Idaho
My Commission Expires on: 07/26/2017

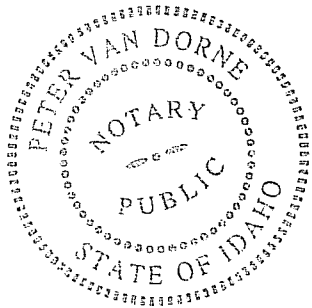


Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Lompoc, County of Santa Barbara, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. LOM 596-P, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED JUNE 12, 2013 IN BOOK 64, PAGES 29 THRU 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the Rabobank Deed of Trust and the Regulatory Agreement modified shall remain unchanged by this amendment.

Rabobank, N.A.

By: Lauren Stephens
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned Lompoc Redevelopment Agency, a public body, corporate and politic, by and through its successor agency, the City of Lompoc, as Mortgagee under that certain Subordinated Deed of Trust and Security Agreement (With Assignment of Rents) recorded March 26, 2012 as Instrument No. 2012-0019415, in the official records of Santa Barbara County, California ("RDA Deed of Trust"), does hereby consent to the foregoing First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the RDA Deed of Trust and the Regulatory Agreement modified shall remain unchanged by this amendment.

City of Lompoc, a political subdivision of the
State of California, Successor Housing Agency to
The dissolved Lompoc Redevelopment Agency,
a public body, corporate and politic

By: _____
Patrick Wiemiller, City Administrator

Acknowledgement attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Tulare }

On October 28, 2014 before me, Erick Ursua
Date Name and Title of the Officer

personally appeared Lauren Stephens
Name(s) of Signer(s)



Place Notary Seal Above

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: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document First Amendment to Regulatory Agreement and Declaration

Title or Type of Document: of Restrictive Covenants Document Date: Oct. 27, 2014

Number of Pages: 6 Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the Rabobank Deed of Trust and the Regulatory Agreement modified shall remain unchanged by this amendment.

Rabobank, N.A.


By: _____
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned Lompoc Redevelopment Agency, a public body, corporate and politic, by and through its successor agency, the City of Lompoc, as Mortgagee under that certain Subordinated Deed of Trust and Security Agreement (With Assignment of Rents) recorded March 26, 2012 as Instrument No. 2012-0019413, in the official records of Santa Barbara County, California ("RDA Deed of Trust"), does hereby consent to the foregoing First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the RDA Deed of Trust and the Regulatory Agreement modified shall remain unchanged by this amendment.

City of Lompoc, a municipal corporation, as
Successor Housing Agency to the Dissolved
Lompoc Redevelopment Agency, a public body,
corporate and politic

By:  10/29/2014
Patrick Wiemiller, City Administrator

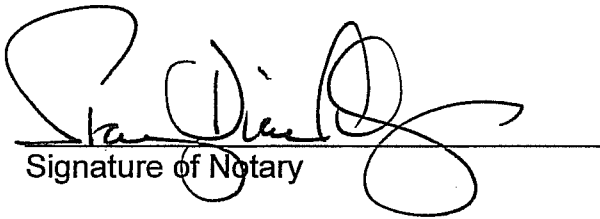
Acknowledgement attached

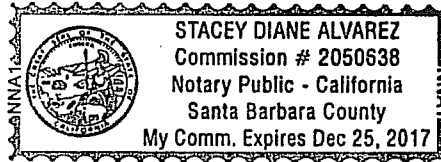
State of California
County of Santa Barbara

On October 29, 2014, before me, **Stacey Diane Alvarez**, Notary Public, personally appeared **Patrick Wiemiller**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person 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 of Notary



(Seal)

ATTACHMENT C

FIRST AMENDMENT TO HOME LOAN DOCUMENTS

This First Amendment to HOME Loan Documents is executed this ___ day of November 2014 by Lompoc Pacific Associates, a California Limited Partnership ("Borrower") and the County of Santa Barbara, a political subdivision of the State of California ("Lender").

RECITALS

WHEREAS, Lender made a loan to Borrower in the amount of \$500,000 (the "Loan") evidenced by a Promissory Note (the "Note") made February 15, 2012 secured by a Deed of Trust, Assignment of Rents, and Security Agreement made by Borrower for the benefit of Lender, dated on like date therewith and recorded in the real property records of Santa Barbara County, California as document number 2012-0019414 on March 26, 2012 (the "Deed of Trust"); a Regulatory Agreement and Declaration of Restrictive Covenants dated February 15, 2012 and recorded in the real property records of Santa Barbara County, California as document number 2012-0019410 on March 26, 2012 (the "Regulatory Agreement"); and a Loan Agreement dated February 15, 2012 (the "Loan Agreement" and, collectively with the Note, Deed of Trust and Regulatory Agreement, the "HOME Loan Documents"); and,

WHEREAS, the Borrower, with the consent of Lender, has completed a re-subdivision of the real property (the "Property") subject to the Deed of Trust and in relation to which the Loan was made.

AGREEMENT

NOW THEREFORE, Borrower and Lender hereby agree as follows:

1. Every legal description of the Property contained within the HOME Loan Documents is hereby deleted in its entirety and replaced by the legal description set forth in that certain document marked Exhibit A that is attached hereto and incorporated herein by this reference. All references to the land upon which the affordable housing project constructed partially with the proceeds of the Loan was built and as to which the Loan was made shall be deemed to refer to the Property as legally described in Exhibit A attached hereto.
2. Except as expressly modified by this First Amendment to HOME Loan Documents or by amendments executed concurrently herewith, the terms of the HOME Loan Documents shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGES

BORROWER:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: _____
Alfred Holzheu, President

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

LENDER

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

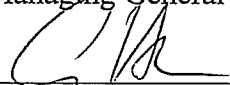
By:  _____
Deputy County Counsel

BORROWER:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: 
Alfred Holzheu, President

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

LENDER

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

BORROWER:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: _____
Alfred Holzheu, President

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

LENDER

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

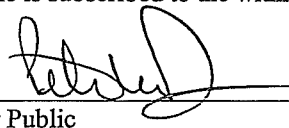
APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

ACKNOWLEDGMENT CERTIFICATE

State of Idaho)
) S. S.
County of Ada)

On October 23, 2014, before me Peter Van Dorne, a notary public, personally appeared, Caleb Roope personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public
Residing in Boise, Idaho
My Commission Expires on: 07/26/2017

S
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A
L

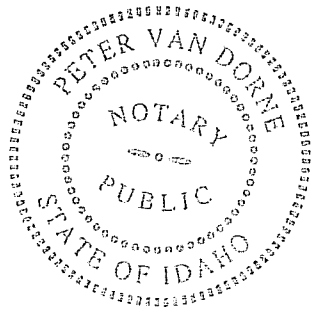


Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Lompoc, County of Santa Barbara, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. LOM 596-P, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED JUNE 12, 2013 IN BOOK 64, PAGES 29 THRU 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

ATTACHMENT D

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Lompoc, County of Santa Barbara, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. LOM 596-P, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED JUNE 12, 2013 IN BOOK 64, PAGES 29 THRU 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

ATTACHMENT E

Recording requested and when recorded mail to:
City of Lompoc Successor Housing Agency to the
Dissolved Lompoc Redevelopment Agency
P.O. Box 8001
Lompoc, CA 93438-8001
Attn: Program Coordinator

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

Space above this line for recorder's use

**FIRST AMENDMENT TO NOTICE OF AFFORDABILITY RESTRICTIONS ON
TRANSFER OF PROPERTY**

This First Amendment to Notice of Affordability Restrictions on Transfer of Property is entered this ___ day of November 2014 by Lompoc Pacific Associates, a California Limited Partnership ("LPA") and the City of Lompoc, a political subdivision of the State of California, Successor Housing Agency to the dissolved Lompoc Redevelopment Agency, a public body, corporate and politic ("Agency").

RECITALS

WHEREAS, Agency made loans to LPA aggregating \$1,300,000 evidenced by three Promissory Notes made January 30, 2012 secured by a Subordinated Deed of Trust and Security Agreement (With Assignment of Rents);

WHEREAS, LPA is providing housing that is and will be affordable to Very Low- and Lower-Income households, LPA and Agency have entered into three Affordable Housing Loan Agreements, which consist of an Affordable Housing Incentive loan in the amount of \$450,000; a Revolving Housing Set-Aside loan in the amount of \$650,000; and a CalHFA Help Loan in the amount of \$200,000 which was repaid on April 12, 2013 (the "Loans");

WHEREAS, in connection with the Loans, LPA and Agency executed that certain Notice of Affordability Restrictions on Transfer of Property, recorded in the real property records of Santa Barbara County, California as document number 2012-0019412 on March 26, 2012 (the "Notice"); and,

WHEREAS, LPA, with the consent of Agency, has completed a re-subdivision of the real property subject to the Deed of Trust.

AGREEMENT

NOW THEREFORE, LPA and Agency hereby agree as follows:

1. Exhibit A to the Notice is hereby deleted in its entirety and replaced by that certain document marked Exhibit A that is attached hereto and incorporated herein by this reference. All references to Exhibit A in the Notice shall be deemed to refer to the substituted Exhibit A attached hereto.

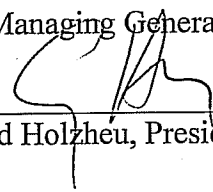
2. Except as expressly modified by this First Amendment to Notice of Affordability Restrictions on Transfer of Property, the terms of the Notice shall remain in full force and effect.

LPA:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: 
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

AGENCY

City of Lompoc, a political subdivision of the State of
California, Successor Housing Agency to the dissolved
Lompoc Redevelopment Agency, a public body,
corporate and politic

By: _____
Patrick Wiemiller, City Administrator

Acknowledgement Attached

ACKNOWLEDGMENT

State of California
County of Santa Barbara)

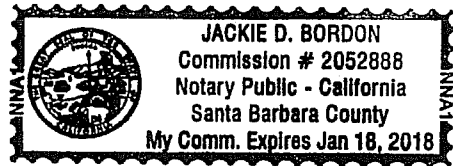
On October 23, 2014 before me, Jackie D. Bordon, Notary Public
(insert name and title of the officer)

personally appeared Alfred Holzheu
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 Jackie D. Bordon (Seal)



Attached to First Amendment to Notice of Affordability Restrictions on Transfer of Property

APN: NEW 085-150-089 BEING A PORTION OF FORMER APN 085-150-017

90
AB

2. Except as expressly modified by this First Amendment to Notice of Affordability Restrictions on Transfer of Property, the terms of the Notice shall remain in full force and effect.

LPA:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation


Its: Managing General Partner

By: _____
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By:  _____
Caleb J. Roope, Manager

Acknowledgement Attached

AGENCY

City of Lompoc, a political subdivision of the State of
California, Successor Housing Agency to the dissolved
Lompoc Redevelopment Agency, a public body,
corporate and politic


By: _____
Patrick Wiemiller, City Administrator

Acknowledgement Attached

ACKNOWLEDGMENT CERTIFICATE

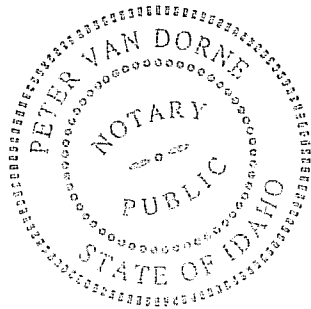
State of Idaho)
) S. S.
County of Ada)

On October 23, 2014, before me Peter Van Dorne, a notary public, personally appeared, Caleb Roope personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



S
E
A
L

Notary Public
Residing in Boise, Idaho
My Commission Expires on: 07/26/2017



2. Except as expressly modified by this First Amendment to Notice of Affordability Restrictions on Transfer of Property, the terms of the Notice shall remain in full force and effect.

LPA:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California nonprofit
public benefit corporation

Its: Managing General Partner

By: _____
Raymond Down, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

AGENCY

City of Lompoc, a municipal corporation, as Successor
Housing Agency to the Dissolved Lompoc
Redevelopment Agency, a public body, corporate and
politic

By: *Patrick Wiemiller* 10/29/2014
Patrick Wiemiller, City Administrator

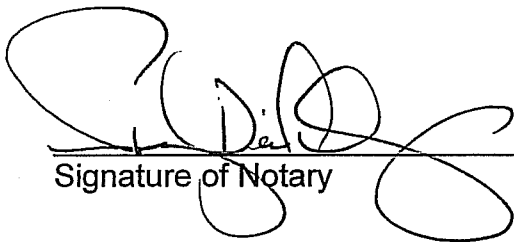
Acknowledgement Attached

State of California
County of Santa Barbara

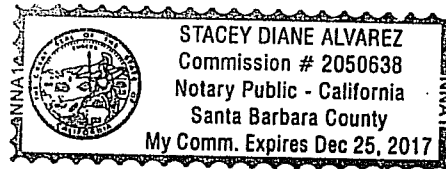
On October 29, 2014, before me, **Stacey Diane Alvarez**, Notary Public, personally appeared **Patrick Wiemiller**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person 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 of Notary



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Lompoc, County of Santa Barbara, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. LOM 596-P, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED JUNE 12, 2013 IN BOOK 64, PAGES 29 THRU 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Notice of Affordability Restrictions on Transfer of Property and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the Rabobank Deed of Trust and the Notice modified shall remain unchanged by this amendment.

Rabobank, N.A.

By: Lauren Stephens
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned County of Santa Barbara, a political subdivision of the State of California, as Mortgagee under that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded March 26, 2012 as Instrument No. 2012-0019414, in the official records of Santa Barbara County, California ("HOME Deed of Trust"), does hereby consent to the foregoing First Amendment to Notice of Affordability Restrictions on Transfer of Property and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the HOME Deed of Trust and the Notice modified shall remain unchanged by this amendment.

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

Acknowledgement attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Tulare }

On October 28, 2014 before me, Erick Ursua,
Date Name and Title of the Officer

personally appeared Lauren Stephens
Name(s) of Signer(s)

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: *Erick Ursua*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document First Amendment to Notice of Affordability Restriction

Title or Type of Document: On Transfer of Property Document Date: Oct. 27, 2014

Number of Pages: 6 Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Notice of Affordability Restrictions on Transfer of Property and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the Rabobank Deed of Trust and the Notice modified shall remain unchanged by this amendment.

Rabobank, N.A.

By: _____
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned County of Santa Barbara, a political subdivision of the State of California, as Mortgagee under that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded March 26, 2012 as Instrument No. 2012-0019414, in the official records of Santa Barbara County, California ("HOME Deed of Trust"), does hereby consent to the foregoing First Amendment to Notice of Affordability Restrictions on Transfer of Property and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the HOME Deed of Trust and the Notice modified shall remain unchanged by this amendment.

ATTEST:

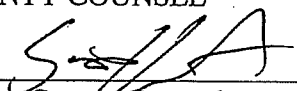
MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: 
Deputy County Counsel

Acknowledgement attached

ATTACHMENT F

Recording requested and when recorded mail to:
Lompoc Redevelopment Agency
P.O. Box 8001
Lompoc, CA 93438-8001
Attn: Program Coordinator

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

Space above this line for recorder's use

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

FIRST AMENDMENT TO DEED OF TRUST

This First Amendment to Deed of Trust is made this ___ day of November 2014, by Lompoc Pacific Associates, a California Limited Partnership ("Trustor") for the benefit of the City of Lompoc, a political subdivision of the State of California, successor agency to the Lompoc Redevelopment Agency, a public body, corporate and politic ("Beneficiary").

RECITALS

WHEREAS, Beneficiary made loans to Trustor aggregating \$1,300,000 evidenced by three Promissory Notes made January 30, 2012 (the "Notes");

WHEREAS, the Notes were secured by a Subordinated Deed of Trust and Security Agreement (With Assignment of Rents) made by Trustor for the benefit of Beneficiary, dated January 31, 2012, and recorded in the real property records of Santa Barbara County, California as document number 2012-0019413 on March 26, 2012 (the "Deed of Trust"); and,

WHEREAS, the Trustor, with the consent of Beneficiary, has completed a re-subdivision of the real property subject to the Deed of Trust.

AGREEMENT

NOW THEREFORE, Trustor and Beneficiary hereby agree as follows:

1. Exhibit A to the Deed of Trust is hereby deleted in its entirety and replaced by that certain document marked Exhibit A that is attached hereto and incorporated herein by this reference. All references to Exhibit A in the Deed of Trust shall be deemed to refer to the substituted Exhibit A attached hereto.
2. Except as expressly modified by this First Amendment to Deed of Trust, the terms of the Note and Deed of Trust shall remain in full force and effect.

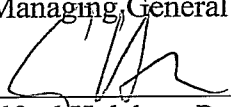
SIGNATURES ON FOLLOWING PAGES

TRUSTOR:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By:  _____
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

BENEFICIARY

City of Lompoc, a political subdivision of the State of
California, Successor Housing Agency to the dissolved
Lompoc Redevelopment Agency, a public body,
corporate and politic

By: _____
Patrick Wiemiller, City Administrator

Acknowledgement Attached

ACKNOWLEDGMENT

State of California
County of Santa Barbara)

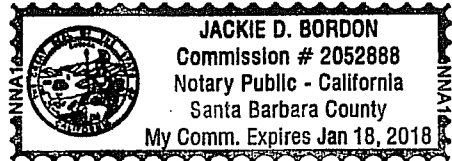
On October 23, 2014 before me, Jackie D. Bordon, Notary Public
(insert name and title of the officer)

personally appeared Alfred Holzheu
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 Jackie D. Bordon (Seal)



Attached to First Amendment to Deed of Trust

APN: NEW 085-150-089 BEING A PORTION OF FORMER APN 085-150-017

90
089
AB

TRUSTOR:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

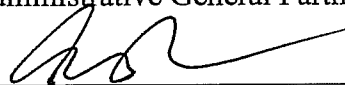
Its: Managing General Partner

By: _____
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By:  _____
Caleb J. Roope, Manager

Acknowledgement Attached

BENEFICIARY

City of Lompoc, a political subdivision of the State of
California, Successor Housing Agency to the dissolved
Lompoc Redevelopment Agency, a public body,
corporate and politic

By: _____
Patrick Wiemiller, City Administrator

Acknowledgement Attached

ACKNOWLEDGMENT CERTIFICATE

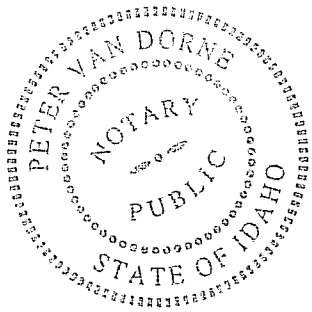
State of Idaho)
) S. S.
County of Ada)

On October 23, 2014, before me Peter Van Dorne, a notary public, personally appeared, Caleb Roope personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public
Residing in Boise, Idaho
My Commission Expires on: 07/26/2017

S
E
A
L



TRUSTOR:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California nonprofit
public benefit corporation

Its: Managing General Partner

By: _____
Raymond Down, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

BENEFICIARY

City of Lompoc, a municipal corporation, as Successor
Housing Agency to the Dissolved Lompoc Redevelopment
Agency, a public body, corporate and politic

By:  10/27/2014
Patrick Wiemiller, City Administrator

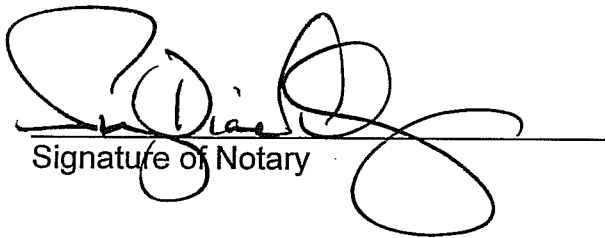
Acknowledgement Attached

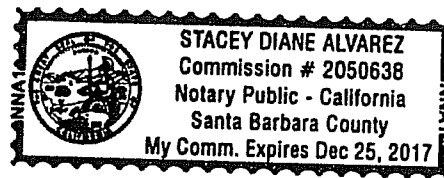
State of California
County of Santa Barbara

On October 27, 2014, before me, **Stacey Diane Alvarez**, Notary Public, personally appeared **Patrick Wiemiller**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person 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 of Notary



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Lompoc, County of Santa Barbara, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. LOM 596-P, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED JUNE 12, 2013 IN BOOK 64, PAGES 29 THRU 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the Rabobank Deed of Trust is superior in priority to the Deed of Trust modified and shall maintain such priority.

Rabobank, N.A.

By: _____
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned County of Santa Barbara, a political subdivision of the State of California, as Mortgagee under that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded March 26, 2012 as Instrument No. 2012-0019414, in the official records of Santa Barbara County, California ("HOME Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the HOME Deed of Trust is subordinate in priority to the Deed of Trust modified and shall maintain such priority.

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the Rabobank Deed of Trust is superior in priority to the Deed of Trust modified and shall maintain such priority.

Rabobank, N.A.

By: Lauren Stephens
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned County of Santa Barbara, a political subdivision of the State of California, as Mortgagee under that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded March 26, 2012 as Instrument No. 2012-0019414, in the official records of Santa Barbara County, California ("HOME Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the HOME Deed of Trust is subordinate in priority to the Deed of Trust modified and shall maintain such priority.

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

Acknowledgement attached

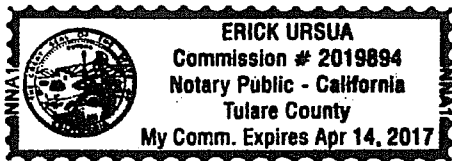
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Tulare }

On October 28, 2014 before me, Erick Ursua,
Date Name and Title of the Officer

personally appeared Lauren Stephens
Name(s) of Signer(s)



Place Notary Seal Above

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]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment to Deed of Trust Document Date: Oct. 27, 2014

Number of Pages: 6 Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the Rabobank Deed of Trust is superior in priority to the Deed of Trust modified and shall maintain such priority.

Rabobank, N.A.

By: _____
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned County of Santa Barbara, a political subdivision of the State of California, as Mortgagee under that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded March 26, 2012 as Instrument No. 2012-0019414, in the official records of Santa Barbara County, California ("HOME Deed of Trust"), does hereby consent to the foregoing First Amendment to Deed of Trust and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the HOME Deed of Trust is subordinate in priority to the Deed of Trust modified and shall maintain such priority.

ATTEST:

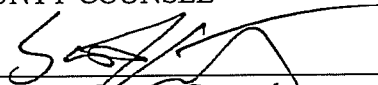
MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: 
Deputy County Counsel

Acknowledgement attached

ATTACHMENT G

Recording requested and when recorded mail to:
Lompoc Redevelopment Agency
P.O. Box 8001
Lompoc, CA 93438-8001
Attn: Program Coordinator

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

Space above this line for recorder's use

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

FIRST AMENDMENT TO AGREEMENT CONTAINING COVENANTS

This First Amendment to Agreement Containing Covenants is entered this ___ day of November 2014 by Lompoc Pacific Associates, a California Limited Partnership ("LPA") and the City of Lompoc, a political subdivision of the State of California, Successor Housing Agency to the dissolved Lompoc Redevelopment Agency, a public body, corporate and politic ("Agency").

RECITALS

WHEREAS, Agency made loans to LPA aggregating \$1,300,000 evidenced by three Promissory Notes made January 30, 2012 secured by a Subordinated Deed of Trust and Security Agreement (With Assignment of Rents);

WHEREAS, LPA is providing housing that is and will be affordable to Very Low- and Lower-Income households, LPA and Agency have entered into three Affordable Housing Loan Agreements, which consist of an Affordable Housing Incentive loan in the amount of \$450,000; a Revolving Housing Set-Aside loan in the amount of \$650,000; and a CalHFA Help Loan in the amount of \$200,000 which was repaid on April 12, 2013; (the "Loans");

WHEREAS, in connection with the Loans, LPA and Agency entered into that certain Agreement Containing Covenants, dated January 31, 2012 and recorded in the real property records of Santa Barbara County, California as document number 2012-0019411 on March 26, 2012 (the "Agreement"); and,

WHEREAS, LPA, with the consent of Agency, has completed a re-subdivision of the real property subject to the Deed of Trust.

AGREEMENT

NOW THEREFORE, LPA and Agency hereby agree as follows:

1. Exhibit A to the Agreement is hereby deleted in its entirety and replaced by that certain document marked Exhibit A that is attached hereto and incorporated herein by this reference. All references to Exhibit A in the Agreement shall be deemed to refer to the substituted Exhibit A attached hereto.
2. Except as expressly modified by this First Amendment to Agreement Containing Covenants, the terms of the Agreement shall remain in full force and effect.

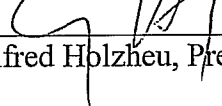
SIGNATURES ON FOLLOWING PAGES

LPA:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: 
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

AGENCY

City of Lompoc, a political subdivision of the State of
California, Successor Housing Agency to the Lompoc
Redevelopment Agency, a public body, corporate and
politic

By: _____
Patrick Wiemiller, City Administrator

Acknowledgement Attached

ACKNOWLEDGMENT

State of California
County of Santa Barbara)

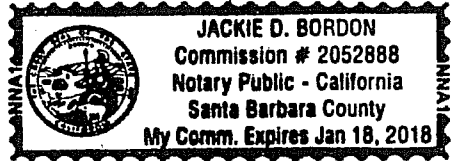
On October 23, 2014 before me, Jackie D. Bordon, Notary Public
(insert name and title of the officer)

personally appeared Alfred Holzheu ,
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 Jackie D. Bordon (Seal)



Attached to First Amendment to Agreement Containing Covenants

APN: NEW 085-150-089 BEING A PORTION OF FORMER APN 085-150-017

90
AB

LPA:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

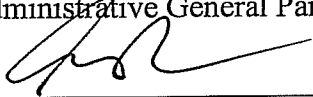
Its: Managing General Partner

By: _____
Alfred Holzheu, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

Its: Administrative General Partner

By: 

Caleb J. Roope, Manager

Acknowledgement Attached

AGENCY

City of Lompoc, a political subdivision of the State of
California, Successor Housing Agency to the Lompoc
Redevelopment Agency, a public body, corporate and
politic

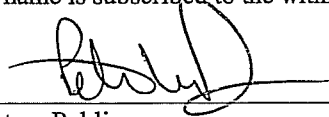
By: _____
Patrick Wiemiller, City Administrator

Acknowledgement Attached

ACKNOWLEDGMENT CERTIFICATE

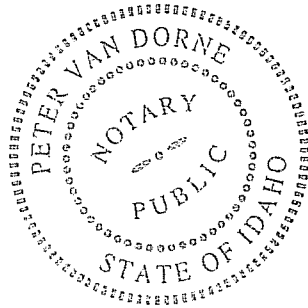
State of Idaho)
)
County of Ada) S. S.

On October 23, 2014, before me Peter Van Dorne, a notary public, personally appeared, Caleb Roope personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public
Residing in Boise, Idaho
My Commission Expires on: 07/26/2017

S
E
A
L



LPA:

Lompoc Pacific Associates, a California
Limited Partnership

By: Surf Development Company, a California
nonprofit public benefit corporation

Its: Managing General Partner

By: _____
Raymond Down, President

Acknowledgement Attached

By: TPC Idaho Holdings V, LLC, an Idaho limited
liability company

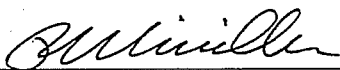
Its: Administrative General Partner

By: _____
Caleb J. Roope, Manager

Acknowledgement Attached

AGENCY

City of Lompoc, a municipal corporation, as Successor
Housing Agency to the Dissolved Lompoc
Redevelopment Agency, a public body, corporate and
politic

By:  10/27/2014
Patrick Wiemiller, City Administrator

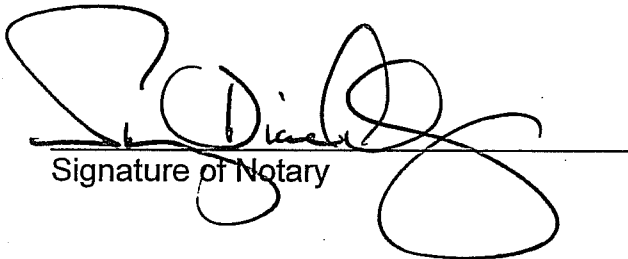
Acknowledgement Attached

State of California
County of Santa Barbara

On October 27, 2014, before me, **Stacey Diane Alvarez**, Notary Public, personally appeared **Patrick Wiemiller**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person 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 of Notary



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Lompoc, County of Santa Barbara, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. LOM 596-P, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED JUNE 12, 2013 IN BOOK 64, PAGES 29 THRU 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Agreement Containing Covenants and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the Rabobank Deed of Trust and the Agreement modified shall remain unchanged by this amendment.

Rabobank, N.A.

By: Lauren Stephens
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned County of Santa Barbara, a political subdivision of the State of California, as Mortgagee under that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded March 26, 2012 as Instrument No. 2012-0019414, in the official records of Santa Barbara County, California ("HOME Deed of Trust"), does hereby consent to the foregoing First Amendment to Agreement Containing Covenants and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the HOME Deed of Trust and the Agreement modified shall remain unchanged by this amendment.

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

Acknowledgement attached

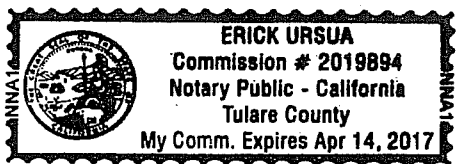
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California

County of Tulare

On October 28, 2014 before me, Erick Ursua
Date Name and Title of the Officer

personally appeared Lauren Stephens
Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document First Amendment to Agreement
Title or Type of Document: Containing Covenants Document Date: Oct. 27, 2014
Number of Pages: 6 Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

MORTGAGEE CONSENT

The undersigned Rabobank, N.A. as Mortgagee under that certain first priority Construction and Permanent Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded March 26, 2012 as Instrument No. 2012-0019408, in the official records of Santa Barbara County, California ("Rabobank Deed of Trust"), does hereby consent to the foregoing First Amendment to Agreement Containing Covenants and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the Rabobank Deed of Trust and the Agreement modified shall remain unchanged by this amendment.

Rabobank, N.A.

By: _____
Lauren Stephens,
Relationship Manager

Acknowledgement attached

MORTGAGEE CONSENT

The undersigned County of Santa Barbara, a political subdivision of the State of California, as Mortgagee under that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded March 26, 2012 as Instrument No. 2012-0019414, in the official records of Santa Barbara County, California ("HOME Deed of Trust"), does hereby consent to the foregoing First Amendment to Agreement Containing Covenants and to the modification of the legal description effected thereby. Such consent is subject to the understanding that the priority of the HOME Deed of Trust and the Agreement modified shall remain unchanged by this amendment.

ATTEST:

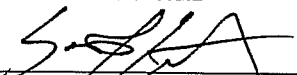
MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: 
Deputy County Counsel

Acknowledgement attached

ATTACHMENT H

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 East Anapamu St, 2ND Floor
Santa Barbara, CA 93101

Attn: Grants/Administration

NO FEE DOCUMENT PURSUANT TO GOVERNMENT
CODE SECTION 27383

Space above this line for Recorder's use

PARTIAL RECONVEYANCE

County of Santa Barbara, a political subdivision of the State of California
As present trustee under that certain Deed of Trust dated February 15, 2012,

executed by Lompoc Pacific Associates, a California limited partnership as Trustor(s)

and recorded as Instrument No. 2012-0019414 on March 26, 2012 of Official Records, in the Office of the County Recorder of **Santa Barbara County, California**, has received from the Beneficiary thereunder, said Deed of Trust and the note or notes secured thereby for endorsement and a written request to reconvey and in accordance with said request and the provisions of said Deed of Trust does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder in and to that portion of the property described in said Deed of Trust, described as follows:

See Exhibit "A" attached hereto and made a part hereof

Dated: November ____, 2014

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM
Michael C. Ghizzoni
COUNTY COUNSEL

By: 
Deputy County Counsel

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, (here insert name and title of the officer), 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.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Lompoc, County of Santa Barbara, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. LOM 596-P, IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED JUNE 12, 2013 IN BOOK 64, PAGES 29 THRU 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: NEW 085-150-90 BEING A PORTION OF FORMER APN 085-150-017

ATTACHMENT I

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 East Anapamu St, 2nd Floor
Santa Barbara, CA 93101

Attn: Grants/Administration

NO FEE DOCUMENT PURSUANT TO GOVERNMENT
CODE SECTION 27383

Space above this line for Recorder's use

SUBSTITUTION OF TRUSTEE

WHEREAS, Lompoc Pacific Associates, a California limited partnership was the original Trustor, First American Title Company was the original Trustee, and County of Santa Barbara, a political subdivision of the State of California was the original Beneficiary under that certain Deed of Trust dated February 15, 2012 and recorded on March 26, 2012, as instrument no. 2012-0019414 of Official Records of Santa Barbara County, CA, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder,

NOW, THEREFORE, the undersigned hereby substitutes the County of Santa Barbara, a political subdivision of the State of California as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: November __, 2014

ATTEST:

MONA MIYASATO
Clerk of the Board

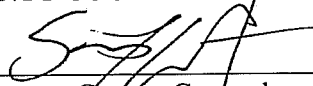
County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM

Michael C. Ghizzoni
COUNTY COUNSEL

By: 
Deputy County Counsel

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, (here insert name and title of the officer), 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.

Signature _____ (Seal)

ATTACHMENT J

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 East Anapamu St, 2nd Floor
Santa Barbara, CA 93101

Attn: Grants/Administration

NO FEE DOCUMENT PURSUANT TO GOVERNMENT
CODE SECTION 27383

Space above this line for Recorder's use

SUBSTITUTION OF TRUSTEE

WHEREAS, Lompoc Pacific Associates, a California limited partnership was the original Trustor, County of Santa Barbara, a political subdivision of the State of California was the Substitute Trustee, and County of Santa Barbara, a political subdivision of the State of California was the original Beneficiary under that certain Deed of Trust dated February 15, 2012 and recorded on March 26, 2012, as instrument no. 2012-0019414 of Official Records of Santa Barbara County, CA, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder,

NOW, THEREFORE, the undersigned hereby substitutes First American Title Company, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: November __, 2014

ATTEST:

MONA MIYASATO
Clerk of the Board

County of Santa Barbara,
a political subdivision of the State of California

By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino, Chair
Board of Supervisors

APPROVED AS TO FORM

Michael C. Ghizzoni
COUNTY COUNSEL

By: 
Deputy County Counsel

STATE OF CALIFORNIA,)
COUNTY OF _____)

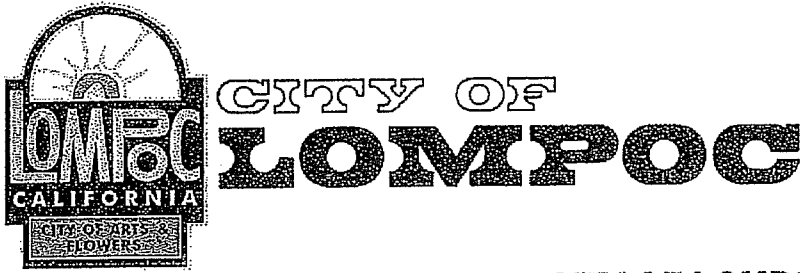
On _____ before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Signature _____ (Seal)

ATTACHMENT K



CITY OF LOMPOC MITIGATED NEGATIVE DECLARATION

Pursuant to the State of California Public Resources Code and the California Environmental Quality Act, as amended to date, a Negative Declaration is hereby made on the following project:

Title: Ocean Plaza Development – GP 08-02, ZC 08-04, CUP 08-05, LOM 586-P

Location: 1420 East Ocean Avenue & 1401 East Cypress Avenue
(Assessor Parcel Numbers: 85-150-17 & -18)

Description:

Michael Letzt of BJ Gunner Investments, LLC, has requested Planning Commission review of the following:

- 1) GP 08-02 - A General Plan Amendment to amend the land use designation for the site from *General Commercial* to *Office Commercial*;
- 2) ZC 08-04 - A Zone Change to amend the City's Zoning Map designation from *Planned Commercial Development (PCD)* to *Commercial Office (CO)*;
- 3) CUP 08-05 - A Conditional Use Permit for eighty (80) senior apartment units, 13,079 square feet of commercial office space, and 4,251 square feet of commercial retail, and/or restaurant space; and
- 4) LOM 586-P - A Vesting Tentative Parcel Map requesting subdivision of an approximately 2.69 acre site to create six (6) commercial condominiums and one (1) residential condominium.

The project includes a request for a density bonus on the site to allow the number of senior housing residential units at 37% greater than the standard density allowed in a High Density Residential District.

The project is proposed on two (2) existing adjacent parcels totaling approximately 2.69 acres in size, located at 1420 East Ocean Avenue (APN: 85-150-18) and 1401 East Cypress Avenue (APN: 85-150-17), in the southeast portion of the City of Lompoc.

The City of Lompoc has determined that:

- There are no significant adverse environmental impacts created by this project.
- There will be no significant adverse environmental impacts associated with this project if the following conditions/mitigation measures are met.

MITIGATION AND MONITORING

The following Mitigation Measures shall be Conditions of Approval for the Ocean Plaza Development project (GP 08-02, ZC 08-04, CUP 08-05, LOM 586-P).

I. AESTHETICS

Mitigation:

In order to assure that no additional light and glare spills off of the project site into the existing neighborhood, the applicant will submit a lighting plan showing: lumens, fixture type, placement, and height of any lighting proposed for the development.

Monitoring:

The applicant will submit a lighting plan showing any proposed lighting for the development. City staff will review the adequacy of the plan during plan check.

III. AIR QUALITY

Mitigation:

Based on forecasted vehicle trip generation, emissions attributable to the project would not exceed County APCD or City thresholds. Because of the potential for the project to result in exposure of future site occupants to air quality nuisances, the following mitigation measure is required.

- All construction activity shall be required to incorporate the APCD requirements pertaining to minimizing construction-related emissions. The APCD does not have quantitative thresholds of significance for construction emissions since they are considered to be short term and temporary. However, dust reduction measures are required for all discretionary construction activities. The following requirements shall be considered standard construction conditions:
- **Dust Generation.** If the construction site is graded and left undeveloped for over four weeks, the applicant shall employ the following methods immediately to inhibit dust generation:
 - Seeding and watering to revegetate graded areas; and/or
 - Spreading of soil binders; and/or
 - Other soil stabilization methods deemed appropriate by the Planning Department.
- **Watering.** Water trucks shall be used during construction to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this would require two daily waterings. **Compounds (VOC).** Low VOC asphalt and low VOC architectural coating will be used whenever feasible.
- **Soil Stockpiling.** If importation, exportation, or stockpiling of fill material is undertaken, soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Vehicles transporting soil material shall be covered with tarps from the point of origin to the point of disposition.
- **Land Clearing.** After clearing, grading, earth-moving or excavation is completed, the disturbed area shall be treated by watering, revegetation, or by spreading soil binders until the area is paved or otherwise developed.
- **Recording of Dust Control Requirements.** Prior to land use clearance, the applicant shall include, as a note on a separate informational sheet to be recorded with any map, the aforementioned dust control requirements. All requirements shall be shown on grading and building plans.
- **Monitoring of Dust Control Program.** The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. Their duties shall include holiday and weekend periods when work may not be in progress.

- **Construction Equipment.** In order to reduce NO_x and ROC emissions, any construction equipment used on the site must meet the following conditions:
 - Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated "clean" diesel engines) should be used wherever feasible;
 - The engine size must be the minimum practical size;
 - The number of pieces of equipment operating simultaneously must be minimized through efficient management practices;
 - Construction equipment must be maintained in tune per manufacturer's specifications;
 - Equipment shall be equipped with 2 to 4-degree engine timing retard or precombustion chamber engines;
 - Catalytic converters shall be installed, if feasible;
 - Diesel catalytic converters shall be installed, if available;
 - Diesel-powered equipment such as booster pumps or generators should be replaced by electric equipment, if feasible; and
 - Construction worker trips should be minimized by requiring carpooling and by providing for lunch on-site.

Monitoring:

Planning Division will verify inclusion of the required mitigation measure prior to grading clearance.

VIII. HYDROLOGY AND WATER QUALITY

Mitigation:

The applicant shall install sedimentation and grease filters, employing Best Management Practices (BMP) to assure that all water draining from on-site pavement will be properly filtered prior to entering the City's storm drain system.

Monitoring:

Staff will review the grading plan to ensure that sedimentation and grease filters, employing Best Management Practices (BMP), are shown. Once in place, staff will inspect the filters to ensure that they were installed correctly.

XI. NOISE

Mitigation:

In order to limit short-term noise impacts, which will result during the construction phase, limits will be placed on the allowed hours of construction.

Monitoring:

Hours of construction shall be limited to:

Monday through Friday - between the hours of 7:30 am and 5 pm

Saturday - between the hours of 8 am and 5 pm

Sunday - None

Minor modifications to the hours of construction may be granted by the Community Development Director.

July 18, 2008

Date



Keith C. Neubert, Principal Planner