

ATTACHMENT F

Recording requested by and  
When recorded, mail to:

County of Santa Barbara  
Housing and Community Development  
123 E. Anapamu St., 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Attn: Director

## ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT

### (GRANT AGREEMENT)

This Assignment, Assumption and Modification Agreement (the “Agreement”) is entered into as of this 17<sup>th</sup> day of May 2016, by and among GOOD SAMARITAN SHELTER, a California nonprofit organization, whose address is 245 E. Inger Drive, Suite 103B, Santa Maria, California, 93454 (“Good Sam”), LIFE STEPS FOUNDATION, INC., a California nonprofit organization, whose address is 5839 Green Valley Circle, Ste. 204, Culver City, California 90230, and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the “County”) with reference to the following facts:

- A. Good Sam is acquiring residential property located at 220 S. First Street in the community known as Orcutt, in unincorporated Santa Barbara County (the “Property”).
- B. The Property is currently owned fee simple by Life Steps Foundation, Inc. (Life Steps), a California nonprofit organization, whose address is 5839 Green Valley Circle, Ste. 204, Culver City, California 90230 and more particularly described in Exhibit A.
- C. Pursuant to that certain Grant Agreement, dated June 23, 1994 and recorded in the real estate records in Santa Barbara County on August 9, 1994 as Instrument Number 94-062800, the County provided \$45,000 to Life Steps for the purpose of expansion of the Property.
- D. The County provided written consent for the sale by Life Steps (as required by Section 6.1 of the Grant Agreement).
- E. Concurrently with the transfer described above, the County and Life Steps mutually agree to assign to Good Sam and Good Sam accepts the assignment of the Grant Agreement referenced in recital C above with modifications.

- F. The Assignment, Assumption and Modification Agreement is intended to satisfy the requirements of Section 6.2 of the Grant Agreement, which requires that the assignee assume the obligations of the Grant Agreement and maintain it as low income housing for thirty (30) years from initial occupancy.
- G. Concurrently with the transfer described above, the County will record a HOME Regulatory Agreement, mutually executed between the County and Good Sam that will place additional Property restrictions in accordance with the federal HOME Investments and Partnership program (HOME), including but not limited to more restrictive tenant income and rent limits, compliance with property standards and other HOME regulatory requirements.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignment by Life Steps. Life Steps hereby assigns to Good Sam all of the rights, title, interest and obligations under the Grant Agreement, with the modifications described in Section 5 below.
2. Acceptance of Assignment. Good Sam hereby accepts the above assignment and hereby assumes all of the rights, title, interest and obligations of Life Steps under the Grant Agreement, with the modifications described in Section 5. The County hereby consents to the assignment and assumption of the Grant Agreement.
3. Release of Life Steps. The County releases Life Steps from any and all obligations imposed under the Grant Agreement.
4. Representations. Life Steps hereby represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the Grant Agreement.
5. Amendments to the Grant Agreement. The following amendments and modifications to the Grant Agreement are expressly conditioned upon and subject to the satisfactory close of escrow for and conveyance of the Property from Life Steps to Good Sam.
  - a. The third recital is hereby modified as follows to remove reference to persons with developmental disabilities: “WHEREAS, Life Steps agrees to operate said Property as a residential rental property for low-income persons, (hereinafter “Program”)”.
  - b. Section 3.1 Project Use is hereby modified as follows to remove reference to persons with developmental disabilities: “The Property will be owned and operated by Life Steps. Life Steps will operate this Program as a residential rental facility, in which the six (6) bedrooms will be occupied by low-income persons. Life Steps further agrees to operate the Program for a minimum of thirty (30) years.
  - c. Section 3.2 Low-Income is hereby modified as, “For purposes of this Agreement, low income households are defined as households whose incomes do not exceed sixty-percent (60%) of the area median income as published annually by HUD for

the Santa Barbara-Santa Maria Metropolitan Statistical Area adjusted for family size.

6. No Other Amendments. Except as describe above and as amended by this Agreement, the Grant Agreement shall continue unmodified and in full force and effect.
7. Effective Date: The assignment set forth above shall be effective as of the date of recordation of this Agreement which shall be concurrent with and otherwise subject to the close of escrow for the purchase and sale of the Property from Life Steps to Good Sam.
8. Counterparts. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.
9. The Parties hereto each represent and warrant (which shall survive termination of this Agreement for any reason) that: (i) each party hereto has full right, power and authority without the consent or approval of any other person or entity to effect this Agreement, (ii) each individual executing this Agreement on behalf of a party hereto has the requisite right, power and authority to execute the Agreement and to effect each of the rights and obligations thereunder, and (iii) this Agreement and each right and obligation hereunder is enforceable in accordance with its terms subject to applicable limitations pursuant to bankruptcy law.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LIFE STEPS FOUNDATION, INC.,  
a California nonprofit organization

By: Sue Horowitz  
Its President, Board of Directors

\_\_\_\_\_  
(signature must be notarized)

GOOD SAMARITAN SHELTER,  
a California nonprofit organization

By: Greg Burtnett  
Its President, Board of Directors

\_\_\_\_\_  
(signature must be notarized)

COUNTY

APPROVED AS TO FORM:

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

MICHAEL GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Peter L. Adam  
Chair, Board of Supervisors  
(signature must be notarized)