

Project: Surplus Property Sale of  
IV Lots 31 & 32  
APN: 075-202-037  
Folio: 003492 and 003493  
Agent: RC

## **ASSIGNMENT AND CONSENT TO PURCHASE**

**THIS ASSIGNMENT AND CONSENT TO PURCHASE** (hereinafter, “Assignment”) is made by and between VICTOR MEZHVINSKY AND JEAN K. LESURE, as ASSIGNORS, and DANIEL STEVENS, as ASSIGNEE. In it, ASSIGNORS assign all their rights and interest to purchase two undeveloped lots located in the unincorporated area of Isla Vista, CA further described as Lots 31 and 32 a portion of Santa Barbara County Assessor Parcel Number 075-202-037. ASSIGNORS shall assign their rights with the County of Santa Barbara (hereinafter “COUNTY”) to purchase lots 31 and 32 for the sale price of seven-seven thousand five hundred dollars (\$577,500.00) and five hundred and eighty-five thousand dollars (\$585,000.00) respectively.

**WHEREAS**, at their meeting of August 2, 2005, the COUNTY Board of Supervisors requested proposals for the purchase of a parcel of unimproved land, in the unincorporated area of the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor’s Parcel Number 075-202-037 (more specifically Lots 31 and 32), and located in the 6600 block of Del Playa Drive, in Isla Vista (hereinafter “Property”); and

**WHEREAS**, as a result of the open bid process, ASSIGNORS were successful in obtaining the right to purchase the Property through an oral bid and without representation from a real estate broker; and

**WHEREAS**, subsequent to obtaining the right to purchase the Property, ASSIGNORS expressed a desire to assign this right to purchase and has identified Daniel Stevens as the ASSIGNEE.

**NOW THEREFORE**, in accordance with the terms and conditions contained herein, the ASSIGNORS and ASSIGNEE hereby agree as follows:

1. **ASSIGNMENT AND TRANSFER**: ASSIGNORS hereby transfer, assign and delegates to ASSIGNEE all their respective rights and interest to purchase the Property to ASSIGNEE, and ASSIGNEE’S successors and assigns forever. A copy of the Contract is attached hereto as Exhibit “A” and incorporated herein by this reference.

2. **CONSENT TO ASSIGNMENT**: COUNTY hereby consents to this Assignment and agrees to look to ASSIGNEE first for the performance of the Contract. ASSIGNEE shall execute said Contract within five (5) business days from execution of this Assignment. Assignee will successfully close escrow on said Property on or before January 13, 2006.

3. **ENTIRETY**: This Assignment embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof.

4. **BINDING EFFECT**: The terms of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

5. **HEADINGS**: Section headings are for convenience of reference only and shall in no way affect the interpretation of this Assignment.

6. **EXECUTION IN COUNTERPARTS**: This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

7. **COUNTY DEPOSIT**: ASSIGNEE has requested and ASSIGNORS have agreed to assign their rights and interest to acquire said Property as the successful bidder to the ASSIGNEE in exchange for the one time reimbursement of ASSIGNORS' non-refundable ten thousand dollars (\$10,000.00) deposit which is already held by the COUNTY and payable by the ASSIGNEE upon the acceptance of this assignment agreement. Therefore, ASSIGNEE shall be responsible to pay the COUNTY the net purchase price for Lot 31 the amount of five hundred and seventy-two thousand five hundred dollars (\$572,500.00), and the net purchase price for Lot 32 the amount of five hundred and eighty thousand dollars (\$580,000.00). Should ASSIGNEE, in the first instance, or ASSIGNORS, if ASSIGNEE defaults, fail to purchase the Property as outlined herein, the deposit shall be forfeited to the COUNTY.

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**IN WITNESS WHEREOF**, the parties have executed this Assignment and Consent to Purchase to be effective on the date signed by COUNTY.

**“ASSIGNORS”**

**“ASSIGNEE”**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

*[Two signatures required of a party who is a corporation.]*

**CONSENT:  
COUNTY OF SANTA BARBARA  
“COUNTY”**

ATTEST:  
CLERK OF THE BOARD  
MICHAEL F. BROWN

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, C.P.A.  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Kevin E. Ready, Sr.  
Senior Deputy

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

APPROVED:

APPROVED:

\_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

\_\_\_\_\_  
Ray Aromatorio, ARM,AIC  
Risk Program Administrator