

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 ROBERT ENEA, 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 Enea Properties Company, LLC 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 concurrently with the execution of this Assignment. ASSIGNEE will successfully close escrow on said Property not later than One Hundred and Eighty days (180) from execution said Contract.

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. The ASSIGNORS' non-refundable ten thousand dollars (\$10,000.00) deposit which is already held by the COUNTY shall be applied to the purchase price of the properties upon closing. 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, fail to purchase the Property as outlined herein, the deposit shall be forfeited to the COUNTY upon such forfeiture neither ASSIGNEE nor ASSIGNOR shall have any further interest or right to purchase.

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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