

NO FEE DOCUMENT

**Recording requested by and
When recorded, mail to:**

County of Santa Barbara
Housing and Community Development
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Deputy Director

NO FEE DOCUMENT PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 27383

DRAFT: Not for execution, to be executed at a future date

**AMENDED AND RESTATED COUNTY COMMUNITY CORRECTIONS
PARTNERSHIP (CCP), LOMPOC LOAN REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

This Amended and Restated County CCP Lompoc Loan Regulatory Agreement and Declaration of Restrictive Covenants (this “Agreement”) is made as of this 23rd day of June, 2026, by and between the County of Santa Barbara, a political subdivision of the State of California (the “Lender”), and Good Samaritan Shelter, a California nonprofit public benefit corporation, whose address is 245 E. Inger St., Suite 103B, Santa Maria, California 93454 (the “Owner” or “Borrower”).

RECITALS

A. The Owner owns a parcel of real property located at a to-be determined site in Lompoc, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”) upon which the Owner intends to operate a transitional housing program for justice-involved individuals (the “Project”).

B. Owner has received a commitment from Lender for a loan of Public Safety Realignment Reserve Funds in the aggregate amount of One Million, Two Hundred Twenty-Eight Thousand Dollars (\$1,228,000) to provide financing for this Project and the construction of three other buildings located at four different locations on other real properties likewise owned by Owner (the “Amended and Restated County CCP Loan”), in accordance with the provisions of the Amended and Restated County CCP Loan Agreement by and between Lender and Borrower of even date herewith.

C. Five Hundred Ninety-Eight Thousand Dollars (\$598,000) of the County CCP Loan funds comprise the Amended and Restated County CCP Lompoc Loan (“Amended and Restated County CCP Lompoc Loan”), evidenced by that certain Amended and Restated County CCP Lompoc Loan Note of even date herewith (“Amended and Restated CCP Lompoc Loan Note”), to be used by Borrower for acquisition of the Building in accordance with the Amended and Restated CCP Lompoc Loan Note and the Amended and Restated County CCP Loan Agreement.

D. As further consideration for the Amended and Restated County CCP Loan, and to further the interests of the Lender, the Owner has agreed to enter into and record this Agreement against title to the Property. The purpose of this Agreement is to regulate and restrict the occupancy, operation, ownership, and management of the Project. The covenants in this Agreement are intended to run with the land and be binding on the Property, and on Owner and its successors and assigns with respect to the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the Amended and Restated County CCP Loan, the Owner and the Lender hereby agree as follows:

DEFINITIONS

All capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to such terms in the Amended and Restated County CCP Loan Agreement. Some of the following terms are defined in the Amended and Restated County CCP Loan Agreement and repeated here for convenience of reference.

1.0 “AMENDED AND RESTATED COUNTY CCP LOMPOC LOAN” means the loan of Public Safety Realignment Reserve Funds in the amount of Five Hundred Ninety-Eight Thousand Dollars (\$598,000) made by the Lender to the Owner to finance certain acquisition costs of this Project as part of the Amended and Restated County CCP Loan pursuant to the Amended and Restated County CCP Loan Agreement and the Amended and Restated County CCP Lompoc Loan Note.

1.1 “AMENDED AND RESTATED COUNTY CCP LOAN AGREEMENT” means that certain loan agreement by and between the Owner and the Lender, dated concurrently herewith, setting forth the terms and conditions governing the County CCP Loan.

1.2 “AMENDED AND RESTATED COUNTY CCP LOMPOC LOAN DEED OF TRUST” means that certain deed of trust, assignment of rents, and security placed on the Property and the improvements to be constructed thereon as security for the Amended and Restated County CCP Lompoc Loan with the Owner as trustor and the Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

1.3 “AMENDED AND RESTATED COUNTY CCP LOMPOC LOAN DOCUMENTS” means, collectively, this Agreement, the Amended and Restated County CCP Loan Agreement, and the Amended and Restated County CCP Lompoc Loan Note, and Amended and Restated County CCP Lompoc Loan Deed of Trust, as they may be amended, modified, or

restated from time to time in accordance with the provisions hereof and thereof, along with all exhibits and attachments hereto and thereto.

1.4 “AMENDED AND RESTATED COUNTY CCP LOMPOC LOAN NOTE” means the loan note dated concurrently herewith executed by the Owner in favor of the Lender in the amount of Five Hundred Ninety-Eight Thousand Dollars (\$598,000), evidencing the Amended and Restated County CCP Lompoc Loan, as well as all amendments to, modifications of, and restatements thereof duly executed in accordance with the provisions thereof.

1.5 “JUSTICE-INVOLVED INDIVIDUAL” means an individual who is now or has spent time incarcerated in, jail, prison, or youth correctional facilities, or who is on probation or parole, or who is a party to ongoing criminal court proceedings.

1.6 “CCP-ASSISTED UNIT” means the Building on the Property after it has been constructed and made available for occupancy.

1.7 “LENDER” means the County of Santa Barbara, a political subdivision of the State of California.

1.8 “OWNER” means Good Samaritan Shelter, a California nonprofit public benefit corporation.

1.9 “PROJECT” means the acquisition, improvement, operation and management of the Building .

1.10 “PROPERTY” means that certain real property at a to-be determined site in Lompoc, California, as more particularly described in Exhibit A, attached hereto and incorporated herein, including the Building and other improvements constructed thereon in connection with the Project.

1.11 “QUALIFYING INDIVIDUAL” means a Justice-Involved Individual who is without natural supports and is ineligible for other types of subsidized housing.

1.12 “PROJECT COMPLETION DATE” means the first date as of which a Grant Deed evidencing ownership by Borrower has been issued for the Building on the Property and occupancy by Qualifying Individuals. .

1.13 “TERM” means the period of time that this Agreement will be in effect, commencing as of the Effective Date (defined below) and terminating on the date that is fifteen (15) years after the Project Completion Date, unless earlier terminated in accordance with the provisions of this Agreement.

TERM AND COMPLIANCE

2.0 COMPLIANCE WITH COUNTY CCP LOAN DOCUMENTS. The Owner’s actions with respect to the Property and the use of funds from the Amended and Restated County

CCP Loan, including, but not limited to the County CCP Lompoc Loan funds, shall at all times be in full conformity with all of the requirements of the Amended and Restated County CCP Lompoc Loan Documents, including, but not limited to, the insurance requirements contained therein.

2.1 TERM OF AGREEMENT. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage or any transfer of ownership of the Property.

2.2 COMPLIANCE WITH PROGRAM REQUIREMENTS. The Owner shall, at all time during the Term, comply with all requirements applicable to projects assisted under the CCP Program in effect during the Term.

PROJECT OCCUPANCY

3.1 OCCUPANCY OF CCP-ASSISTED UNIT. The Owner shall limit, at all times during the Term, occupancy of the CCP-Assisted Unit to Qualifying Individuals.

The Borrower shall maintain and operate the CCP-Assisted Unit so as to provide decent, safe, and sanitary transitional housing, and provide the CCP-Assisted Unit and occupants thereof with the same level of services (including security), amenities, and maintenance as are applied to the other units on the Property. Optional services provided by Borrower to any occupants of the Property (“clients”) must be available to all clients under the same terms and conditions.

3.2 OCCUPANCY DEADLINES. Owner shall ensure that all beds in the CCP-Assisted Unit are occupied by Qualifying Individuals by December 31, 2026.

3.3 NONDISCRIMINATION. During the performance of this Agreement, the Owner shall not, and shall ensure that its employees, agents, and subcontractors shall not, unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Owner shall, and shall ensure that its subcontractors shall, ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. The Owner shall, and shall ensure that its subcontractors shall, comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Owner and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

PROPERTY MANAGEMENT

4.0 MANAGEMENT RESPONSIBILITIES. The Owner is responsible for all management functions with respect to the Project, including without limitation the selection of Qualifying Individuals, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Lender shall have no responsibility over management of the Project. The Owner shall submit to the Lender for Lender's approval Owner's proposed Property Manager. The Owner shall not remove or replace the Property Manager without the prior written consent of the Lender in each instance, which consent shall not be unreasonably withheld.

4.1 APPROVAL OF MANAGEMENT POLICIES. The Owner shall submit its written management policies with respect to the Project to the Lender for its review, and shall amend such policies as directed by Lender to ensure that such policies comply with the provisions of this Agreement, the requirements of the existing CCP Program, as may be amended from time to time, and the requirements of all lenders providing financing for the Project.

4.2 INSPECTION AND RECORDS. The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Property under the terms of this Agreement. The Owner shall submit all requested records to the Lender within ten (10) business days of the Lender's request. The Owner shall permit the Lender to enter and inspect the Property for compliance with Owner's obligations under this Agreement upon twenty-four (24) hours advance notice of such visit by the Lender to the Owner or the Owner's Property manager and to Tenants of any Units.

4.3 COMPLIANCE MONITORING. The Owner shall operate the Property in full compliance with this Agreement and all State and local building, safety, and occupancy laws and regulations in effect during the Term, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the Lender to conduct compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by Lender.

4.4 ANNUAL REPORT. On or before March 1st of each year during the Term, the Owner shall submit to the Lender a report in a form approved by Lender for January 1st through December 31st of the immediately preceding year, containing the information requested by Lender so as to allow the Lender to determine the Owner's compliance with this Agreement ("Annual Report"). The Annual Report shall include, at a minimum: (i) an Annual Financial Statement as defined in Section 1.1 of the Amended and Restated County CCP Loan Agreement, (ii) a report on the occupancy of each of the beds in the Project, (iii) a report on the physical condition of the Project, (iv) a report on the general management of the Project, and (v) for each CCP-Assisted Unit, the rent, documented eligibility of the occupant as a Qualifying Individual. Each Annual Report shall also include the number of Justice-Involved Individuals served, the number and frequency of bed vacancies in each CCP-Assisted Unit, and such other information as the Lender may request.

Within thirty (30) days after receipt of a written request, Owner shall submit all other information or completed forms requested by the Lender in order to comply with reporting requirements of the State of California, or the Lender. The Lender shall have the right to examine

and make copies of all books, records or other documents of Owner which pertain to the Project or any CCP-Assisted Unit to determine compliance with this Agreement.

4.5 FEES, TAXES, AND OTHER LEVIES. The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

4.6 PROPERTY TAX EXEMPTION. The Owner shall not apply for a property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the Lender's prior written consent.

4.7 MAINTENANCE OF EXISTING STRUCTURES. Owner shall maintain all buildings on the Property in good condition, in good repair and in a decent, safe, sanitary, habitable and tenantable condition. All CCP-Assisted Units in the Project must meet the standards set out in 24 CFR 92.251(f)(2) throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. Lender shall have no responsibility over maintenance of the Property.

5. GENERAL PROVISIONS

5.0 TRANSFERS; ASSIGNMENT. Owner has not made or created, and shall not make or permit, directly or indirectly, whether by operation of law or otherwise, any sale, assignment, conveyance, or other transfer ("Transfer") of the Property or any interest therein, this Agreement, or any of Owner's rights or obligations hereunder, without the prior written consent of Lender in each instance. All unauthorized Transfers shall be voidable by Lender in Lender's sole discretion.

5.1 DEFAULT AND REMEDIES. In the event of any breach of any of the provisions this Agreement by the Owner, the Lender shall provide written notice to the Owner of such breach ("Breach Notice") specifying: (a) the nature of the breach, (b) whether, in Lender's sole discretion, such breach is subject to cure, and (c) if the Breach Notice indicates that such breach is subject to cure, the action(s) required to cure such breach, and the date(s) by which such action(s) to cure, as specified therein, must be completed. In the event that the Owner fails to perform a timely cure of the specified breach as specified in the Breach Notice, or if the Breach Notice indicates that such breach is not subject to cure, such breach shall constitute an Event of Default under the Amended and Restated County CCP Loan Agreement, and the Lender may proceed with any or all of the following remedies:

A. Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

C. After notice provided for herein, make such repairs or replacements to the Property and Project as are necessary and provide for payment thereof; or

D. Pursue any other remedy provided under the Amended and Restated County CCP Loan Documents or allowed at law or in equity.

5.2 COUNTERPARTS. This Agreement may be executed by the parties hereto electronically and in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

5.3 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No official elected or appointed, officer, director, employee or agent of the Lender shall be personally liable to the Owner for any obligation created under the terms of this Agreement.

5.4 INSURANCE AND INDEMNITY. Owner shall comply with the insurance and indemnification provisions attached hereto as Exhibit B and incorporated herein by this reference.

5.5 GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

5.6 AGREEMENT CONTROLS. In the event that any provision of this Agreement and that contained in any of the other Amended and Restated County CCP Loan Documents conflict, the terms of this Agreement shall control and prevail.

5.7 TIME. Time is of the essence in this Agreement.

5.8 CONSENTS AND APPROVALS. No consent or approval of Lender required under this Agreement shall be effective unless in writing and executed by a duly authorized representative of Lender in each instance.

5.9 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Owner and the Lender shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the respective addresses of the Owner and the Lender as follows:

Lender: County of Santa Barbara
Probation Department
117 E. Carillo St.
Santa Barbara, CA 93101
Attn: Chief Financial Officer

With copy to: Office of County Counsel
County of Santa Barbara

105 E Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Attn: County Counsel

Owner: Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Attn: Executive Director

5.10 BINDING UPON SUCCESSORS. This Agreement shall be recorded and all provisions of this Agreement shall be binding upon the successors-in-interest, transferees, and assigns of the Owner, and shall inure to the benefit of the Lender, and shall run with the land for the full Term of this Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Amended and Restated County CCP Lompoc Loan or Amended and Restated County CCP Lompoc Loan Note or the Amended and Restated County CCP Loan Agreement, or any conveyance or transfer of the Property or portion thereof.

5.11 RELATIONSHIP OF PARTIES. The relationship of the Owner and the Lender during the term of this Agreement is solely that of lender and borrower and shall not be construed as a joint venture, equity venture, or partnership.

5.12 WAIVER. Any waiver by the Lender of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement, the County CCP Loan Documents, or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the Lender to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

5.13 AMENDMENTS AND MODIFICATIONS. No amendment to or modification of this Agreement shall be effective unless in writing and duly executed by both the Owner and the Lender.

5.14 SEVERABILITY. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, County and Borrower have caused this Agreement to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto (“Effective Date”).

ATTEST:

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

COUNTY:

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

By: _____
BOB NELSON
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

BESTY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy

BORROWER

Good Samaritan Shelter, a California nonprofit
public benefit corporation

By: _____
Sylvia Barnard
Executive Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

**APPROVED AS TO FORM:
RISK MANAGEMENT**

By: _____
Marisa Kahn,, ARM, AIC
Risk Manager

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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)

State of California
County of Santa Barbara

On _____ before me, _____, Notary Public,
personally appeared _____ and _____
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
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foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

