

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

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

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is entered into as of this ____ day of _____, 2015, by and among the CITY OF LOMPOC, a municipal corporation, GOOD SAMARITAN SHELTER ("Good Samaritan"), a California nonprofit public benefit corporation, and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "County") with reference to the following facts:

A. The City of Lompoc (The City) owns certain real property located at 203 North N Street, commonly known as Mark's House in the County of Santa Barbara, California which is more particularly described in Exhibit A, attached to this Agreement and incorporated herein by this reference (the "Property").

B. On or about November 4, 1997, the County entered into a Loan Agreement (the "Loan Agreement") with the Lompoc Housing Assistance Corporation ("LHAC") wherein the County agreed to make a loan to LHAC in the total amount of One Hundred Twelve Thousand Five Hundred Eighty-Seven Dollars (\$112,587) (the "Loan"). The Loan included a new loan of Eighty-Two Thousand Five Hundred and Eighty-Seven Dollars (\$82,587) in Home Investment Partnerships Program (HOME) funds and incorporated a previous loan of Thirty Thousand (\$30,000) of In Lieu Affordable Housing Funds ("In Lieu"). On November 7, 1997, the Loan Agreement was recorded as Instrument No. 97-067400 in the Official Records of the County of Santa Barbara.

C. On November 4, 1997, pursuant to the Loan Agreement and as evidence of the Loan, LHAC executed a Promissory Note Secured by a Deed of Trust in the amount of One Hundred Twelve Thousand Five Hundred Eighty-Seven Dollars (\$112,587) (the "Note").

D. The Loan was secured by a Deed of Trust recorded November 7, 1997, as Instrument No. 97-067403 in the Official Records of the County of Santa Barbara (the "Deed of Trust").

E. Pursuant to the Loan Agreement, LHAC and the County executed and, on November 7, 1997, recorded Declaration of Covenants, Conditions and Restrictions as Instrument No. 97-067399 (the "HOME Regulatory Agreement").

F. The Loan Agreement, the Note, the Deed of Trust, the HOME Regulatory Agreement and any other documents, as amended from time to time, evidencing or securing the HOME Loan and In Lieu Affordable Housing Loan shall be referred to herein collectively as the "Loan Documents." The Loan Documents contain the terms for the disbursement and repayment of the HOME and In Lieu Loans, in addition to restrictions affecting the Property. The Loan Documents require County approval of any transfer of Property. Capitalized terms used in this Agreement and not defined shall have the meanings set forth in the Loan Documents.

G. On January 17, 2012, the City and the Lompoc Housing Community Development Corporation (LHCDC) (LHAC's successor-in-interest), executed a Deed in Lieu of Foreclosure that transferred ownership of the Property to the City; the Deed in Lieu of Foreclosure was recorded on January 18, 2012 as Instrument No. 2012-0003139 in the Official Records of the County of Santa Barbara."

H. The City acquired the Property without benefit of an Assignment, Assumption, and Modification Agreement that would have transferred the County's loan to the City.

I. From January 20, 2012, to April 1, 2014, Good Samaritan operated the Mark's House as a shelter pursuant to interim agreements with the City. On April 1, 2014, the Lompoc City Council approved a three-year Memorandum of Understanding (MOU) with Good Samaritan to continue operation of the Marks House from April 1, 2014, through March 31, 2017 as transitional housing for homeless families.

J. On June 2, 2015 the Lompoc City Council unanimously voted to approve the sale of Mark's House to Good Samaritan provided that Good Samaritan executes a regulatory agreement to maintain the use of the Mark's House property as a family transitional shelter for a 30-year term.

K. Concurrently with the transfer described above, the City will assign to Good Samaritan, and Good Samaritan will accept the assignment from the City, of all of the City's rights, title, interest and obligations under the Loan Documents.

L. Concurrently with the transfer described above, Good Samaritan agrees with the County to assume the rights, interests and obligations of the Loan as evidenced by the Note and as otherwise set forth in the other Loan Documents."

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 the City. The City hereby assigns to Good Samaritan all of the City's rights, title, interest and obligations under the Loan Documents. The County consents to this assignment and to the transfer of the Property to Good Samaritan.

2. Acceptance of Assignment. Good Samaritan hereby accepts the above assignment

and hereby assumes all of the rights, title, interest and obligations of the City under the Loan Documents that were assigned to the City. The County consents to this assignment and to the transfer of the Property to Good Samaritan. Any reference to the City, LHAC, or LHDCDC in the Loan Documents described above shall be deemed a reference to Good Samaritan.

3. Release of the City. Good Samaritan and the County release the City from all obligations imposed under any of the Loan Documents and the County agrees to Good Samaritan's release.

4. Assumption by Good Samaritan/Payment of Obligations. Notwithstanding the foregoing, Good Samaritan hereby agrees that Good Samaritan will unconditionally assume and be bound by all the rights, interests and obligations of the Loan Agreement, the Loan, the Deed of Trust and the HOME Regulatory Agreement as if Good Samaritan had been the original maker of these Loan Documents. Good Samaritan agrees that all payment obligation due to County pursuant to the Loan Documents shall be assumed by Good Samaritan.

5. Representations. The City hereby represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the Loan Documents.

6. Notices. Notices to the Good Samaritan Shelter shall be sent to:

The Attention of Sylvia Barnard
Post Office Box 5908
Santa Maria, CA 93456

7. No Other Amendments. Except as described above and as amended by this Agreement, the Loan Documents shall continue unmodified and in full force and effect.

8. Effective Date. The assignment and assumption set forth above shall be effective as of the date of recordation of this Agreement.

9. 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.

10. Binding Agreement. This agreement shall be binding on and inure to the benefit of respective successors and assigns of Good Samaritan.

11. California Laws. This agreement shall be governed by the laws of the State of California.

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

GOOD SAMARITAN SHELTER,
a California nonprofit public benefit corporation

By: _____

Its: _____
(Signature must be notarized)

CITY OF LOMPOC,
a municipal corporation

By: _____

Its: _____
(Signature must be notarized)

COUNTY:

APPROVED AS TO FORM:

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

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Janet Wolf
Chair, Board of Supervisors
(Signature must be notarized)

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT PROGRAM
ADMINISTRATOR

ROBERT W. GEIS, CPA
AUDITOR CONTROLLER

By: _____

By: _____

State of California

County of _____

On _____ before me _____
Date

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.

Place Notary Seal Above

Signature of Notary Public

State of California

County of _____

On _____ before me _____
Date

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.

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State of California

County of _____

On _____ before me _____,
Date

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WITNESS my hand and official seal.

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Signature of Notary Public

EXHIBIT A
LEGAL DESCRIPTION

That certain real property in the City of Lompoc, County of Santa Barbara, State of California described as Lots 16, 17, 18, 19 and 20 in Block 43, in the City of Lompoc, County of Santa Barbara, State of California, as per Map recorded in Book 1, Page 45 of Maps and Surveys, in the Office of the County Recorder of said County.

APN #091-051-08