

**RESOLUTION NO. 5139**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A LOAN ASSIGNMENT AND SUBORDINATION AGREEMENT BETWEEN LAS JICAMAS APARTMENTS, L.P., CHISPA AND THE SOLEDAD SUCCESSOR HOUSING AGENCY**

**WHEREAS**, in 1997, Soledad Local Development Corporation, under the name Las Jicamas Apartments, L.P., borrowed Three Hundred Twenty-Two Thousand Five Hundred Dollars (\$322,500.00) from the City of Soledad through the CDBG Program (95-STBG-922 CDBG Loan Agreement and Program Implementation Agreement) for the purpose of assisting in the finance and construction of the Las Jicamas project

**WHEREAS**, the City and Las Jicamas Apartments LP entered into an Loan Agreement effective November 17, 1997; and

**WHEREAS**, now Las Jicamas desires to sell the Property to CHISPA; and

**WHEREAS**, CHISPA has requested that the City of Soledad agree to assign the Loan to CHISPA and approve a Subordination Agreement; and

**WHEREAS**, it is in the best interests of the City Council to agree to the Loan Assignment and Subordination Agreement to ensure the continued operation and management of needed affordable housing in the City of Soledad.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

- Section 1.** The City Council hereby approves the Loan Assignment and Subordination Agreement in the form attached hereto as Exhibit A, and by this reference incorporated herein.
- Section 2.** Upon approval, the Council may authorize the City Manager, or designee, to effectuate the execution of required documents and to cause such instruments to be recorded against the Property in the Official Records of the County of Monterey.

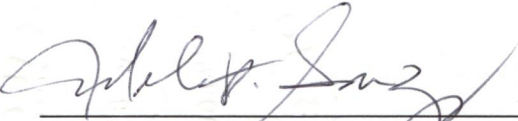
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 2<sup>nd</sup> day of December, 2015, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

NOES, Councilmembers: None  
ABSENT, Councilmembers: Richard Perez  
ABSTAIN, Councilmembers: None

  
\_\_\_\_\_  
FRED J. LEDESMA, Mayor

ATTEST:

  
\_\_\_\_\_  
ADELA P. GONZALEZ, City Clerk

**RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:**

Community Housing Improvement Systems  
and Planning Association, Inc. (CHISPA, Inc.)  
295 Main Street, Suite 100  
Salinas, California 93901  
Attention: Norm Kolpin

Stephen L. Vagnini  
Monterey County Recorder  
Electronically Recorded in Official Records  
FIRST AMERICAN TITLE CO-ER SPL

CRMELISSA  
1/27/2016  
01:21 PM

DOCUMENT: 2016004473



Titles:	2	Pages:	12
Fees . . . .		75.00	
Taxes . . . .		.00	
Other . . . .		.00	
AMT PAID		\$75.00	

SPACE ABOVE LINE FOR RECORDER'S USE ONLY

**LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**"), dated as of the January 13, 2016, is made by and among LAS JICAMAS APARTMENTS, L.P., a California limited partnership (the "**Original Borrower**"), CHISPA AFFORDABLE APARTMENTS, LLC, a California limited liability company (the "**New Borrower**"), and the CITY OF SOLEDAD, a California municipal corporation (the "**Lender**").

**WITNESSETH**

WHEREAS, Original Borrower is the borrower of a loan from the Lender in the original principal amount of Three Hundred Twenty-Two Thousand Five Hundred Dollars (\$322,500.00) (the "**Loan**") pursuant to that certain 95-STBG-922 CDBG Loan Agreement and Program Implementation Agreement for Services with the Soledad Local Development Corporation (the "**Original Agreement**"), as evidenced by that certain Promissory Note in the original stated principal amount of Three Hundred Twenty-Two Thousand Five Hundred Dollars (\$322,500.00) made by Original Borrower for the benefit of Lender (the "**Note**"), and secured by that certain Deed of Trust and Security Agreement made by Original Borrower, as trustor, for the Lender, as both trustee and beneficiary, recorded in the Monterey County official records on November 17, 1997 as document 9768141 (the "**Deed of Trust**"), which Deed of Trust encumbers that certain real property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "**Project**");

WHEREAS, the Note, the Original Agreement, and the Deed of Trust are referred to herein collectively as the "**Assigned Documents**";

WHEREAS, pursuant to that Purchase and Sale Agreement between Original Borrower and New Borrower dated as of September 8, 2014, as may be amended from time to time, Original Borrower is conveying the Project, and New Borrower is assuming the Project subject to the Loan (the "**Transfer**"); and

WHEREAS, the Original Borrower and New Borrower desire to obtain Lender's consent to the Transfer, subject to the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt

and sufficiency of which is hereby acknowledged, it is agreed by and among the parties hereto as follows:

1. **Assignment of Loan.** Effective upon the recording of a Deed in the County of Monterey evidencing the Transfer (the "**Effective Date**"), the Original Borrower hereby assigns to New Borrower all of Original Borrower's right, title and interest under the Assigned Documents.

2. **Assumption of Loan.** As of the Effective Date, New Borrower hereby accepts such assignment from Original Borrower and assumes and agrees to pay, perform and discharge all of the liabilities and obligations of Original Borrower, whether now or hereafter existing, under the Assigned Documents, subject to the terms and conditions contained therein, as if New Borrower were an original party thereto, including, without limitation, payment of the full balance of the indebtedness evidenced thereby.

3. **Loan Balance.** Original Borrower and Lender hereby represent, and New Borrower hereby acknowledges, that, as of the date of this Agreement, the outstanding principal balance of the Loan is no more than Three Hundred Twenty-Two Thousand Five Hundred Dollars (\$322,500.00), and to the best of Original Borrower's and Lender's knowledge, Original Borrower is not in default under any of the terms of the Assigned Documents.

4. **Original Borrower's Representations and Warranties.** As an inducement to New Borrower agreeing to the assumption described herein, Original Borrower makes the following representations and warranties to New Borrower:

A. The foregoing recitals are true and accurate.

B. Original Borrower has not received any notice of any actions, suits or proceedings (and to the knowledge of Original Borrower, it is not aware of any threatened actions, suits or proceedings) against or affecting Original Borrower before any court or any governmental department or agency. Original Borrower has complied in all material respects with all applicable statutes and regulations of all governmental authorities having jurisdiction over it, and is not in default with respect to any order, writ, injunction or decree of any court, or governmental department or agency.

C. The execution and delivery of this Agreement by Original Borrower will not conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement of Original Borrower, or any agreement or other instrument to which Original Borrower is a party or by which Original Borrower is bound or result in the creation of imposition of any lien, charge or encumbrance of any nature whatsoever upon the Project.

D. The execution of this Agreement has been duly and validly authorized on behalf of Original Borrower and this Agreement constitutes the valid, binding and enforceable obligations of Original Borrower in accordance with its terms, subject to general equity principles and applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally (including, without limitation, fraudulent conveyance laws).

E. Original Borrower is a corporation, duly incorporated and validly existing under the laws of the State of California.

5. **New Borrower's Representations and Warranties.** As an inducement to the Original Borrower for agreeing to the assignment described, New Borrower makes the following representations and warranties to Original Borrower:

A. New Borrower has not received any notice of any actions, suits or proceedings (and to the knowledge of New Borrower, it is not aware of any threatened actions, suits or proceedings) against or affecting New Borrower or any of its partners before any court or any governmental department or agency. New Borrower has complied in all material respects with all applicable statutes and regulations of all governmental authorities having jurisdiction over it, and is not in default with respect to any order, writ, injunction or decree of any court, or governmental department or agency.

B. The execution and delivery of this Agreement by New Borrower will not conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement of New Borrower, or any agreement or other instrument to which New Borrower is a party or by which New Borrower is bound or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon the Project.

C. The execution of this Agreement has been duly and validly authorized on behalf of New Borrower and this Agreement constitutes the valid, binding and enforceable obligations of New Borrower in accordance with its terms, subject to general equity principles and applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally (including, without limitation, fraudulent conveyance laws).

D. New Borrower is a limited liability company, duly organized and validly existing under the laws of the State of California.

6. **Lender's Consent.** Lender hereby consents to the Transfer and all the terms contained and contemplated in this Agreement.

7. **Successors and Assigns.** All rights, benefits and obligations of Original Borrower under the Assigned Documents, and any other document or instrument executed by Original Borrower for the benefit of Lender and assumed by New Borrower, shall inure to and bind New Borrower, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. **Counterparts.** This Agreement may be executed in counterparts, and all counterparts together shall be construed as one document

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW]

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

ORIGINAL BORROWER:

LAS JICAMAS APARTMENTS, L.P.,  
a California limited partnership

By: Soledad Local Development Corporation,  
California nonprofit public benefit corporation,  
its General Partner

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

Juan Saavedra, Executive Director

AKA John Aniket Saavedra

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, 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.

Signature: \_\_\_\_\_ (Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Monterey )  
On December 23, 2015 before me, Charla Ann Claessen, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared John Ariceto Saavedra  
Name(s) of Signer(s)

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 [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Loan Agreement and Assignment of Rent Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

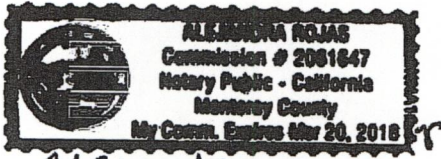
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Monterey )  
On December 12, 2015 before me, Alejandra Rojas, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Normand V. Kolpin  
Name(s) of Signer(s)

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.



Alejandra Rojas  
2061647  
Mar 20, 2018

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Monterey )

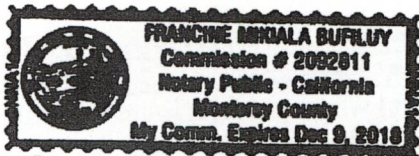
On January 13, 2016 before me, Francine M. Bufiluy, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Adeia P. Gonzalez  
Name(s) of Signer(s)

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.



*Francine Mkhala Bufiluy  
2092811  
Dec 9, 2018*

Signature Francine M. Bufiluy  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: loan assignment and assumption agreement Document Date: January 13, 2016

Number of Pages: 1 Signer(s) Other Than Named Above: no other signers

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Adeia P. Gonzalez  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: City manager  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Exhibit A

Legal Description

**Exhibit "A"**

**Legal Description**

**A.P.N.: 022-042-028-000**

**Real property in the City of Soledad, County of Monterey, State of California, described as follows:**

**PARCEL ONE:**

**LOT 8, AS THE SAME IS SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 1288 MP 95-01, LAS JICAMAS SUBD." FILED IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY, CALIFORNIA, ON NOVEMBER 17, 1997 IN VOLUME 19, OF CITIES AND TOWNS, AT PAGE 52, MONTEREY COUNTY RECORDS.**

**PARCEL TWO:**

**A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, USE AND ENJOYMENT, OVER ALL PRIVATE ROADS OWNED OR CONTROLLED BY LAS JICAMAS SUBDIVISION OWNER'S ASSOCIATION, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED NOVEMBER 17, 1997 AS RECORDER'S SERIAL NO. 9768132 OF OFFICIAL RECORDS.**