

AGREEMENT FOR PURCHASE AND SALE OF SUCCESSOR AGENCY
DEED OF TRUST AND RECONVEYANCE OF CITY OF LOMPOC DEED OF TRUST
ON LOMPOC THEATER PROPERTY

This Agreement for Purchase and Sale of Deed of Trust (“Agreement”) is entered into by and between the Successor Agency to the Lompoc Redevelopment Agency, a public body corporate and politic (the “Successor Agency”), the City of Lompoc, a municipal corporation (the “City”), and the Lompoc Theatre Project Corporation, a California non-profit corporation (“LTPC”) (collectively, sometimes referred to herein as the “Parties”).

RECITALS

- A. LTPC desires to rehabilitate the Lompoc Theater, adjoining office spaces and the adjoining parking lot (the “Theater”) for use as a community facility for cinema showings, live theater, music performances and other cultural events (i) to reclaim the community asset the Theater once was, (ii) to provide a setting for community gatherings and (iii) to add to the revitalization of the community's historic downtown (the “Project”).

- B. Pursuit of this objective has been hampered by the suspended corporate status of the current owner of the Theater property, Lompoc Housing and Community Development Corporation, a California non-profit corporation (“LHCDC”). The Parties previously contemplated the City and the Successor Agency, which are beneficiaries of deeds of trust on the Theater property, would reconvey their deeds of trust to LHCDC for nominal consideration, or that LHCDC would deliver a deed in lieu of foreclosure to LTPC, and then LTPC would purchase the property from LHCDC. However, because LHCDC's corporate status is suspended, LHCDC does not have the power and authority to convey the property to LTPC. Efforts to reinstate LHCDC's corporate status have been unsuccessful.

- C. The Parties have concluded a more effective way to cause the transfer of the Theater property from LHCDC to LTPC is to provide for (1) the assignment of the Successor Agency's beneficiary's interest in its Deed of Trust to LTPC; (2) LTPC will then foreclose on the Theatre property, which will have the effect of terminating the City's subordinated Deed of Trust on the Theater property; and (3) termination of the Memorandum of Understanding dated May 12, 2014 (the “MOU”) between the City and LTPC.

Now, therefore, in consideration of the foregoing and the terms set forth below, the parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated into this Agreement.
2. The Deeds of Trust.
 - a. The Theater property is located at 112 and 122 North H Street in the City of Lompoc and is more particularly described in the deeds of trust referenced below.
 - b. The Successor Agency is the beneficiary of a Deed of Trust on the Theater property, in the original amount of \$700,000.00, dated June 20, 2007, and recorded in the Official Records of the Recorder of Santa Barbara County on August 13, 2007, as Instrument No. 2007-0058898 (the "Successor Agency Deed of Trust"). The original beneficiary of the Successor Agency Deed of Trust was the Lompoc Redevelopment Agency. The Successor Agency succeeded to the Lompoc Redevelopment Agency's interest in the Successor Agency Deed of Trust by operation of law on February 1, 2012, as a result of legislation dissolving redevelopment agencies.
 - c. The City is the beneficiary of a Deed of Trust on the Theater property, in the original amount of \$225,000.00, dated March 31, 2006, and recorded in the Official Records of the Recorder of Santa Barbara County on April 28, 2006, as Instrument No. 2006-0034080 (the "City Deed of Trust"). The City Deed of Trust was subordinated to the Successor Agency Deed of Trust pursuant to a subordination agreement between the City and the Lompoc Redevelopment Agency dated June 20, 2007, and recorded in the Official Records of the Recorder of Santa Barbara County on August 13, 2007, as Instrument No. 2007-0058896.
3. Assignment of Successor Agency Deed of Trust. The Successor Agency shall assign its beneficiary interest in the Successor Agency Deed of Trust, and its interest as payee of the promissory note secured thereby, to LTPC upon payment of the sum of One Dollar and No Cents (\$1.00). The City shall endorse the promissory note to LTPC, without recourse or representation or warranty. The Successor Agency shall execute, acknowledge and record the Assignment of Deed of Trust in the Official Records of the Recorder of the County of Santa Barbara substantially in the form of Exhibit 1 to this Agreement within ten (10) days following receipt of payment from LTPC. The Successor Agency shall deliver a conformed copy of the recorded Assignment of Deed of Trust to LTPC within ten (10) days following recording of the Assignment of Deed of Trust.

4. LTPC Foreclosure on Theater Property.
 - a. Within one hundred-eighty (180) days following receipt of a conformed copy of the recorded Assignment of Deed of Trust, LTPC shall foreclose on the Successor Agency Deed of Trust and thereby acquire LHCDC's fee simple title to the Theater property.
 - b. LTPC shall provide the City and Successor Agency with copies of all notices and documents related to LTPC's foreclosure on the Successor Agency Deed of Trust, including, but not limited to, a conformed copy of the Trustee's Deed of Sale.
 - c. If LTPC does not complete the foreclosure of the Successor Agency Deed of Trust within one hundred-eighty (180) days following receipt of a conformed copy of the recorded Assignment of Deed of Trust, THEN LTPC shall re-assign the Successor Agency Deed of Trust and the underlying promissory note back to the Successor Agency.
5. Termination of the MOU. LTPC and the City agree (i) the MOU is hereby terminated and no longer of any effect and (ii) neither party has any further obligation to each other under the MOU.
6. Executive Director/City Manager Authority. Unless otherwise specifically stated, whenever this Agreement requires an approval or signature of the Successor Agency or the City, such approval or signature, at his/her sole discretion, may be given by Successor Agency's Executive Director or the City's City Manager or his/her designee, if so designated in writing; provided, that the Executive Director or the City Manager, in his/her sole discretion, may decide to bring any matter to the City Council or the Successor Agency. Any action taken by Successor Agency action shall be submitted to the Oversight Board for review.
7. Notices.
 - a. Any formal notice, request, approval or other communication to be provided by either party shall be in writing and dispatched by first class mail, registered or certified mail, postage prepaid, return-receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of the Successor Agency, the City and LTPC set forth below. Such written notices, requests, approvals or other communication may be sent in the same manner to such other addresses as either party may from time to time designate.

b. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt and any notice that is sent by registered or certified mail, postage prepaid, return-receipt requested shall be deemed received on the date of receipt thereof.

c. If to the Successor Agency or the City:

City of Lompoc
Attn: City Manager
100 Civic Center Plaza
P O Box 8001
Lompoc CA 93438-8001

With a copy to

Aleshire & Wynder, LLP
Attn: Joseph W. Pannone
2361 Rosecrans Avenue, Suite 475
El Segundo CA 90245-4916

d. If to LTPC:

Lompoc Theatre Project Corporation
Attn: President
740 North H. Street, Suite 238
Lompoc CA 93436

8. Litigation Costs. If any legal action or any mediation or arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, then the successful or prevailing party or parties will be entitled to recover reasonable attorneys' fees and other costs (including experts' fees and costs) incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

9. Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. This Agreement cannot be assigned without the written agreement of each party.

10. Governing Law. This Agreement shall be governed, construed, interpreted and enforced in accordance with and under the laws of the State of California.
11. Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to subject matter hereof. This Agreement may not be amended, unless agreed as such in writing and certified by the signatures of the parties hereunder.
12. Effective Date. It is understood and agreed this Agreement shall not be effective until it has been signed by all parties and shall be effective as of the date it is signed on behalf of the City (the "Effective Date").

SUCCESSOR AGENCY TO THE LOMPOC REDEVELOPMENT AGENCY, a public body corporate and politic

Dated: _____, 2015

By: _____
Patrick Wiemiller, Executive Director

ATTEST

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Stacey Alvarez,
Secretary

By: _____
Joseph W. Pannone, Successor Agency Counsel

THE CITY OF LOMPOC, a municipal corporation

Dated: _____, 2015

By: _____
Patrick Wiemiller, City Manager

ATTEST

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Stacey Alvarez,
City Clerk

By: _____
Joseph W. Pannone, City Attorney

Lompoc Theatre Project Corporation, Inc., a California non-profit corporation

Dated: _____, 2015 By: _____
Mark Herrier, President

Dated: _____, 2015 By: _____
Carol Benham, Secretary

EXHIBIT 1

ASSIGNMENT OF DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

Lompoc Theatre Project
Corporation
Attn: President,
740 North H. Street, Suite 238
Lompoc CA 93436

**FREE RECORDING REQUESTED PURSUANT TO GOV. CODE §§ 6103 AND
SPACE ABOVE THIS LINE FOR RECORDER'S USE**

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned grants, assigns and transfers to LOMPOC THEATRE PROJECT CORPORATION, a California non-profit corporation, all beneficial interest under that certain Deed of Trust dated June 20, 2007, executed by Lompoc Housing and Community Development Corporation, a California non-profit public benefit corporation, as Trustor, to Chicago Title Company, as Trustee, and recorded on August 13, 2007, as Instrument No. 2007-0058898, in the Official Records in the office of the County Recorder of the County of Santa Barbara, California, describing land there as:

Lots 27, 28, 29 and 30 in Block 63 of the City of Lompoc, 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: 085-122-16

Lots 31, 32, 33, 34 35 and 36 in Block 63 of the City of Lompoc, 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: 085-122-21

Commonly Known As: 112 & 122 North "H" Street, Lompoc, California.

TOGETHER WITH the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

SUCCESSOR AGENCY TO THE LOMPOC REDEVELOPMENT AGENCY, a public body corporate and politic

Dated: _____, 2015

By: _____
Patrick Wiemiller, Executive Director