

AFFORDABLE HOUSING  
LOAN AGREEMENT  
(\$10,000)

By and Between

LOMPOC REDEVELOPMENT AGENCY

and

Borrowers

Melissa P. Wolberg, and Phillip K. Arrabaca,  
and Kevin J. Arrabaca

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## AFFORDABLE HOUSING LOAN AGREEMENT

This Agreement is made on September 3, 2008 by and between the Lompoc Redevelopment Agency, a public body, corporate and politic, (herein called the "Agency") and Melissa P. Wolberg, and Phillip K. Arrabaca, and Kevin J. Arrabaca (herein called "Borrowers"):

A. The Agency has set aside in the Housing Set-Aside Fund certain monies made available to the Agency exclusively for the purpose of increasing or improving the supply of Extremely Low-, Very Low-, Low- and Moderate-Income housing in the City of Lompoc, pursuant to the affordable housing provisions of the Community Redevelopment Law, set forth in California Health and Safety Code Section 33334.2 et seq. (the "Affordable Housing Funds").

B. Borrower has acquired certain real property (the "Property") situated in the City of Lompoc, Old Town Redevelopment Project Area, described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. The Property's development and use in accordance with this Agreement will be of benefit to the Redevelopment Project Area.

D. The parties mutually desire that Borrowers develop and use the Property to provide affordable housing for Seven (7) Moderate-income persons, as provided in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES SET FORTH HEREIN, the Agency and the Borrowers hereby agree as follows:

### **1. DEFINITIONS**

"Agency" means the Lompoc Redevelopment Agency, and any assignee of or successor to its rights, powers, and responsibilities.

"Deed of Trust" means the Deed of Trust with Assignment of Rents, in which Borrowers is the Trustor and Agency is the Beneficiary, which secures the Agency's Loan, substantially in the form attached hereto as Attachment 3, which is incorporated herein by this reference.

"Agency Loan" means the loan of Ten Thousand Dollars (\$10,000) to be made by Agency to Borrowers in accordance with this Agreement to finance the development impact fee expenses for development of the Property to provide seven (7) affordable housing units for Moderate-income households.

"Agreement" means this Affordable Housing Loan Agreement.

"Agreement Containing Affordable Housing Covenants" means the agreement containing income and rental price limitations and restrictions, to be recorded against the Property's title, substantially in the form attached hereto as Attachment 1, which is incorporated herein by this reference.

"City" means the City of Lompoc, California.

"Closing" means the date when all conditions precedent to the release of the Agency Loan funds have been satisfied, and all documents signed in accordance with this Agreement.

"Hazardous Substances" means, without limitation, any flammable explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials of any kind.

"HUD" means the United States Department of Housing and Urban Development.

"Borrowers" means Melissa P. Wolberg, and Phillip K. Arrabaca, and Kevin J. Arrabaca.

"Moderate-Income" means household income that does not exceed 120% of the area median income, adjusted for family size appropriate for the unit, as determined by HUD and published from time to time by the California Department of Housing and Community Development.

"Note" means the Promissory Note evidencing the loan of Ten Thousand Dollars (\$10,000) by Agency to Borrowers, substantially in the form attached hereto as Attachment 2.

"Permitted Transfer" means any Transfer that is approved by the Agency or expressly permitted by the terms of this Agreement, the Agency Note, Agency Deed of Trust, or the Agreement Containing Covenants.

"Property" means the real property, and improvements thereon, described in Exhibit "A".

"Affordable Rents" means 30% of 110% of Area Median Income published from time to time by the California Department of Housing and Community Development pursuant to affordable housing provisions of the Community Redevelopment Law (California Health and Safety Code Section 33334.2 et seq.), adjusted for family size appropriate for the unit, with reasonable utility allowance.

"Sale Price" means the price at which the Property is offered by Borrowers, exclusive of title insurance, closing costs, and loan costs.

"Transfer" means any sale, transfer, assignment, or conveyance of the Property or any portion thereof or interest therein, or any agreement to do so, including any conveyance of security interests in the Property, except for a Permitted Transfer.

## **2. PARTIES TO THE AGREEMENT**

### Agency

(a) The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of California (California Health and Safety Code Sections 33000 et seq). The address of the Agency for purposes of receiving notices pursuant to this Agreement is: 100 Civic Center Plaza, Lompoc, California 93436.

(b) "Agency" as used in this Agreement includes the Lompoc Redevelopment Agency, and any assignee of or successor to its rights, powers, and responsibilities.

### Borrowers

(a) The address of Melissa P. Wolberg is 940 Bello Road, Santa Maria, Ca 93455 and the address of Phillip K. Arrabaca, and Kevin J. Arrabaca is 138 North Harwood, Orange, CA 92866 for purposes of receiving notices pursuant to this Agreement.

(b) "Borrowers" as used in this Agreement includes Melissa P. Wolberg, Phillip K. Arrabaca, and Kevin J. and any permitted nominee, assignee or successor in interest as herein provided.

## **3. PROHIBITION AGAINST TRANSFERS**

(a) No voluntary or involuntary successor in interest of Borrowers shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(b) Borrowers shall not assign all or any part of this Agreement, nor make any Transfer (other than a Permitted Transfer) of the whole or any part of the Property, or enter into any agreement to do so, without the prior written approval of the Agency Executive Director. In the absence of specific written agreement by the Agency, no such Transfer of the Property, or assignment of this Agreement, (or any portion thereof or interest therein) relieve Borrowers or any other party from any obligations under this Agreement.

(c) Borrowers shall promptly notify the Agency Executive Director of any and all changes in ownership of the property. This Agreement may be terminated by

the Agency if, during the term of the Agency Loan, other than in the course of its normal operations, there is any significant change (voluntary or involuntary) in ownership. (other than changes occasioned by the death or incapacity of any individual, or changes approved by the Agency Executive Director as provided above).

(d) Borrowers shall not place, or allow to be placed, on the Property or any portion thereof, any increase to a senior encumbrance, any mortgage, trust deed, encumbrance (excluding easements not unreasonably interfering with the use of the Property) or lien (excluding mechanic's liens paid prior to foreclosure or liens for current year property taxes not paid) not authorized by the Agency other than the initial permanent financing of the property.

(e) The covenants placed on 521-523 West Ocean Avenue set forth in this Section relating to the placement of any unauthorized mortgage, trust deed, encumbrance or lien shall remain in effect for so long as the Agency Deed of Trust remains a lien against the Property.

#### **4. TAXES AND ASSESSMENTS; PROHIBITION AGAINST UNAUTHORIZED LIENS**

Borrowers shall pay when due all real estate taxes and assessments, if any, assessed and levied on or against the Property for any period after the Closing. Borrowers shall remove, or shall have removed; any levy or attachment made on the Property (or any portion thereof), or shall assure the satisfaction thereof within a reasonable time but in any event prior to foreclosure. Nothing herein contained shall be deemed to prohibit Borrowers from contesting the validity or amount of any tax, assessment, encumbrance or lien, nor to limit the remedies available to Borrowers in respect thereto.

#### **5. CONDITION OF THE PROPERTY**

(a) The Agency makes no representation or warranty, express or implied regarding the Property as to the condition of the soil or water, its geology, or the presence of known or unknown faults. Agency makes no representation or warranty, express or implied, regarding the condition of the improvements currently existing on the Property. It shall be the sole responsibility of Borrowers, at Borrowers sole expense, to investigate and determine the soil and water condition of the Property, the suitability of the Property.

(b) Borrowers shall defend, indemnify and hold harmless the Agency and its officers, agents, employees, contractors, and consultants from any claims, liability, injury, damages, costs and expenses (including, without limiting the generality of the foregoing, the cost of any required clean up of Hazardous Substances, and the cost of attorneys' fees) which may be sustained as the result of the presence or clean up of Hazardous Substances on, in, or under the Property.

(c) Borrowers shall remove and/or otherwise remedy, to the extent required by law and any implementing rules and regulations, and sufficiently to adequately protect the public health and safety (including the health and safety of occupants of the Property and adjacent properties), any Hazardous Substances and soil and water contamination on, in, under and/or within the Property. Such work shall comply with all applicable rules, procedures, requirements, and laws of the City of Lompoc and the County of Santa Barbara, and all others either having or claiming jurisdiction.

## **6. SCHEDULE OF PERFORMANCE**

Unless otherwise specifically provided herein, Borrowers and Agency shall perform all acts respectively required of such party in this Agreement.

## **7. COMPLIANCE WITH APPLICABLE LAWS**

The use of the Property shall comply with all applicable laws, rules, and regulations.

## **8. INDEMNIFICATION AND INSURANCE**

(a) For so long as the Deed of Trust remain a lien against the Property, Borrowers agree to and shall defend, indemnify and hold the Agency, the City and their respective officers, officials, employees, volunteers, contractors and agents harmless from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person arising directly or indirectly out of or related to the Property or Borrowers, contractors or agents. This indemnity shall not apply to any active negligence, sole negligence, or willful misconduct of the Agency, the City or their respective officers, employees, contractors, or agents.

(b) Prior to the Closing, Borrowers shall furnish or cause to be furnished to the Agency evidence of the following policies of insurance, naming Borrowers as insured and the Agency, the City, and their officers, officials, employees, and volunteers are to be covered as insured's, except as to Worker's Compensation Insurance. The insurance shall be kept in force for the entire term of the Agency Loan.

(i) Liability Insurance: Borrowers shall maintain or cause to be maintained liability insurance at least as broad as Insurance Services Offices Commercial General Liability Coverage (occurrence form CG 0001), to protect against loss from liability imposed by law for damages on account of, but not limited to, (1) bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property and the business of Borrowers on the Property, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of Borrowers or its sublessees, or any person acting for Borrowers

or under its respective control or direction, and also to protect against loss from liability imposed by law for (2) damages to any property of any person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of Borrowers or its tenants, or any person acting for Borrowers or under its control or direction. Such property damage and bodily injury insurance shall also provide for and protect Agency against incurring any legal cost in defending claims for alleged loss. Such Commercial General Liability insurance shall be maintained in full force and effect during the term of the Agency Loan in the following amounts: Commercial General Liability insurance with limits not less than \$1,000,000 for each occurrence, combined single limit for bodily injury and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Any deductible or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either the insured shall reduce or eliminate such deductibles of self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or Borrowers shall provide a financial guaranty satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(ii) Workers' Compensation Insurance: Borrowers shall maintain or cause to be maintained workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by Borrowers in connection with the Property and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Property or the operation thereof by Borrowers. Notwithstanding the foregoing, Borrowers may, in compliance with the laws of the State of California and in lieu of maintaining such insurance, self-insure for workers' compensation in which event Lessee shall deliver to Agency evidence that such self-insurance has been approved by the appropriate State authorities.

Policies hereunder shall not be subject to canceled, reduced in coverage, or not-renewed except after notice in writing has have been sent by registered mail addressed to Agency, to the extent practicable within 30 days in advance but in any event prior to the effective date thereof.

All insurance provided under this Section shall be for the benefit of Borrowers and the Agency. Borrowers agree to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Borrowers agrees to submit policies of all insurance required by this Section 8, or certificates evidencing the existence thereof, to Agency within 30 days prior to the Closing, indicating full coverage of the contractual liability imposed hereby. Within thirty (30)



days, if practicable, but in any event prior to expiration of any such policy, copies of renewal policies, or certificates evidencing the existence thereof, shall be submitted to Agency. All insurance herein provided for under this Section 8 shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California reasonably approved by Agency. All policies or certificates of insurance shall provide that such policies shall not be canceled or limited in any manner without at least thirty (30) days prior written notice to Agency.

(c) If Borrowers fails or refuses to procure or maintain insurance as required by this Agreement, Agency shall have the right, at Agency's election, and upon ten (10) days prior notice to Borrowers to procure and maintain such insurance. The premiums paid by Agency shall be treated as a loan, with interest accruing at the same rate as the Note, due from Borrowers, to be paid on the first day of the month following the date on which the premiums were paid. Agency shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

#### **9. DISCLAIMER OF RESPONSIBILITY BY THE AGENCY**

The Agency neither undertakes nor assumes nor has any responsibility, right, or duty to Borrowers or to any third party to review, inspect, supervise, pass judgment upon or inform Borrowers or any third party of any matter in connection with the Property. Borrowers and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Borrowers or to any third party by the City in connection with such matter is for the public purpose of providing affordable housing for Extremely Low- and Very Low-income persons, and neither Borrowers (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon.

#### **10. RIGHTS OF ACCESS**

The Agency shall have the right, at its sole risk and expense, to enter the Property or any part thereof at reasonable times and with as little interference as possible, for the purpose of inspecting the Property for purposes of Borrower's compliance with this Agreement. The representatives of the Agency entering the Property shall be identified in writing in advance by the Agency Program Coordinator (or his/her designee). Any such entry shall be made only after reasonable notice to Borrowers

#### **11. AGENCY LOAN**

In accordance with and subject to the terms and conditions of this Agreement, the Agency agrees to lend to Borrowers and Borrowers agrees to borrow from the Agency, funds for Development Cost associated with the development of the project in the amount of SEVENTY THOUSAND Dollars and No/100 cents (\$70,000.00), in accordance with the Note and Deed of Trust, attached and made part of this Agreement.

**12. CONDITIONS PRECEDENT TO CLOSING**

The conditions precedent to the Closing is as follows:

(a) Borrowers shall deliver evidence acceptable to the Agency Program Coordinator that Borrowers has obtained the insurance policies as required by Section 8.

(b) Borrowers shall execute the Loan Agreement, Agreement Containing Housing Affordability Covenants, the Agency's Note and Deed of Trust; the Agency shall execute the Agreement Containing Housing Covenants, Loan Agreement.

**13. DISBURSEMENT OF AGENCY'S LOAN**

(a) No portion of the Agency's Loan shall be disbursed until all conditions precedent to the disbursement of the Loan has been satisfied.

**14. TIME FOR CLOSING**

Borrowers shall satisfy the conditions described in Section 12 and complete the Closing not later than 10 days after Agency execution of this Agreement, unless otherwise agreed upon in writing by the Agency's Executive Director, or designee.

**15. USE OF THE PROPERTY**

Borrowers covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Borrowers its successors and assignees shall use the Property to provide seven affordable housing units for Moderate-income households in accordance with Agency's affordable housing program subject to and consistent with the requirements of the Agreement Containing Covenants.

**16. OBLIGATION TO REFRAIN FROM DISCRIMINATION - GENERAL**

Borrowers covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall Borrowers itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

**17. OBLIGATION TO REFRAIN FROM DISCRIMINATION IN DEEDS, LEASES OR CONTRACTS**

Borrowers shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project (or any part thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry, disability, or national origin of any person. All such deeds, leases, or contracts pertaining thereto shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: “The grantee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, disability, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land.”

(b) In leases: “The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, religion, creed, national origin, disability, or ancestry, in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, or occupancy of tenants, lessees, sublessees, tenants, or vendees in the land herein leased.”

(c) In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, disability, or ancestry in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land.”

**18. DEFAULTS - GENERAL**

(a) Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who fails or delays must immediately commence to cure, correct or remedy such failure or delay

and shall complete such cure, correction or remedy with reasonable diligence, and during any period of curing shall not be in default.

(b) The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(c) If an event of monetary default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of fifteen (15) days after such notice is given within which to cure the default prior to exercise of remedies by the injured party.

(d) If an event of non-monetary default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party. In no event shall the injured party be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given.

## **19. INSTITUTION OF LEGAL ACTIONS**

All legal actions must be instituted in the Superior Court of the County of Santa Barbara, State of California, in any other appropriate court of that county.

## **20. APPLICABLE LAW**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

## **21. RIGHTS AND REMEDIES ARE CUMULATIVE**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## **22. DAMAGES**

If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in this Agreement, the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

## **23. SPECIFIC PERFORMANCE**

If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in this Agreement, the non-defaulting party, at its option, may thereafter (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

## **24. REMEDIES AND RIGHTS OF TERMINATION**

### **(a) Termination by Borrowers**

Subject to notice and opportunity to cure as provided in the Agreement, in the event that the Agency fails to disburse the Agency Loans as provided herein, then this Agreement and any rights and obligations of Borrowers in this Agreement may be terminated by Borrowers by giving written notice thereof to the Agency, and neither the Agency nor Borrowers shall have any further rights against or liability to the other under this Agreement with respect to the Property.

### **(b) Termination by Agency**

Subject to notice and opportunity to cure as provided in Section 18, this Agreement and any rights of Borrowers in this Agreement shall, at the option of the Agency, be terminated by written notice to Borrowers and neither the Agency nor Borrowers shall have any further rights against or liability to the other under the Agreement with respect to the Property.

## **25. GENERAL PROVISIONS**

### **(a) Notices, Demands and Communications Between the Parties**

Formal notices, demands and communications between the Agency and Borrowers shall be sufficiently given if delivered personally, or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency and Borrowers as designated above. Such notices, demands and communications if given in person shall be deemed given when delivered, and if given by mail shall be deemed given three (3) business days after deposit in the mails. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

### **(b) Conflicts of Interest**

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

Borrowers warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement (other than fees paid in connection with the negotiation of this Agreement).

### **(c) Enforced Delay; Extension of Time of Performance**

In addition to specific provisions of this Agreement by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, Acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts of the other party, acts or failure to act of the City or any other public or governmental agency or entity (except that acts or failure to act by the Agency shall not excuse performance by the Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time the party claiming such extension gives notice to the other party, provided notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Agency and Borrowers

(d) Inspection of Books and Records

The Agency has the right at all reasonable times to inspect the books and records of Borrowers pertaining to the Property as pertinent to the purposes of this Agreement.

(e) Consents and Approvals

Consents and approvals required of the Agency or Borrowers shall not be unreasonably withheld or delayed.

(f) Real Estate Commissions

The Agency shall not be liable for any real estate commissions, brokerage fees or finders fees which may arise from this transaction. The Agency and Borrowers each represent to the other that it has employed no broker, agent or finder in connection with this transaction (except brokers employed by Borrowers in connection with the purchase of the Property).

(g) No Third Party Beneficiaries

This Agreement is made solely and specifically between the Agency and Borrowers and their respective successors and assigns; and, except as expressly provided otherwise in this Agreement, no other person will have any rights, interest, or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

**26. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS**

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency or Borrowers and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and Borrowers. This Agreement and any provisions hereof may be amended by mutual written agreement by Borrowers and the Agency and such amendment shall not require the consent of any other fee owner, tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having an interest in the Property, except as otherwise expressly provided in this Agreement.

**27. TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY; DATE OF AGREEMENT**

This Agreement, when executed by the Borrowers, must be delivered to the Agency within ten (10) days after this Agreement is signed by Borrowers, or this Agreement may be terminated by the Agency on written notice to Borrowers This Agreement shall be effective as of the date listed above.

LOMPOC REDEVELOPMENT AGENCY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gary P. Keefe, Executive Director

ATTEST:

\_\_\_\_\_  
Donna Terrones, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Stuart, Agency Counsel

OWNERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Melissa P. Wolberg

Dated: \_\_\_\_\_

\_\_\_\_\_  
Phillip K. Arrabaca

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kevin J. Arrabaca



**Exhibit "A"**  
**LEGAL DESCRIPTION**

Lots 22 through 26, inclusive, in block 68, in the City of Lompoc, County of Santa Barbara, State of California, as per map thereof recorded in Book 1, Page 45 of Maps and Surveys, in the office of the County Recorder of said County.

APN # 91-073-15

Commonly known as:

521 & 523 West Ocean Avenue, Lompoc, CA