

Attachment A

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Recording Requested by and
When Recorded, Mail to:

County of Monterey
Housing and Community Development Dept.
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Attention: Housing

No fee for recording pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION AGREEMENT
PACIFIC MEADOWS SENIOR FACILITY
(\$625,334 HOME PROGRAM LOAN)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into as of this ____ day of _____, 2025, by and among Pacific Meadows Senior Housing, L.P., a California limited partnership ("Owner"), Pacific Meadows Senior LLC, a California limited liability company, ("Withdrawing General Partner"), Housing Authority Limited Liability Company, a California limited liability company ("New General Partner"), with the consent of the County of Monterey, a political subdivision of the State of California (the "County"), with reference to the following facts:

A. The New General Partner is acquiring Withdrawing General Partner's fee interest in certain real properties located at 5315 Carmel Valley Road, in the unincorporated area of the County of Monterey, California which is more particularly described in **Exhibit A**, attached to this Agreement and incorporated herein by this reference (the "Property").

B. Pursuant to that certain **HOME Subrecipient Loan Agreement, Program Income and Rental Rehabilitation** (the "Loan Agreement") between the County and the Withdrawing General Partner, the County agreed to make a loan to the Withdrawing General Partner in the amount of \$645,000 (the "Loan"). The Loan is evidenced by a **Promissory Note** dated July 24, 2007 (the "Note") and secured by a

Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated July 24, 2007 that recorded in the Official Records of Monterey County (the “Official Records”) on July 25, 2007, as Document 2007058460 (the “Deed of Trust”) and a *Regulatory Agreement and Declaration of Restrictive Covenants* that recorded in the Official Records on July 25, 2007, as Document 2007058461 (the “Regulatory Agreement”). Pursuant to a first *Amended and Restated HOME Subrecipient Loan Agreement, Program Income and Rental Rehabilitation* dated as of March 1, 2010 (the “First Amendment”) that recorded in the Official Records on April 20, 2010, as Document 2010021939, the Loan was decreased to the amount of \$625,334.

C. The Loan Agreement, the Note, the Deed of Trust, the Regulatory Agreement, the First Amendment and any other documents, as amended from time to time, evidencing or securing the Loan shall be referred to herein collectively as the “Loan Documents.” Capitalized terms used in this Agreement and not defined shall have the meanings set forth in the Loan Documents.

D. Concurrently with the transfer described above, Withdrawing General Partner will assign to the New General Partner all of Withdrawing General Partner’s rights, title and interest in and obligations under the Loan Documents, and New General Partner will accept such assignment.

E. Following the assignment of the Loan Documents from Withdrawing General Partner to New General Partner, New General Partner desires to release Withdrawing General Partner from all obligations in connection with the 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 Withdrawing General Partner. Withdrawing General Partner hereby assigns to New General Partner all of Withdrawing General Partner’s rights and obligations under the Loan Documents.

2. Acceptance of Assignment. New General Partner hereby accepts the above assignment and hereby assumes all of the rights, obligations, covenants, and agreements of Withdrawing General Partner under the Loan Documents that were assigned to New General Partner. Any reference to Withdrawing General Partner in the Loan Documents described above shall be deemed a reference to New General Partner.

3. Payment of Obligations. New General Partner agrees that all amounts due from Withdrawing General Partner pursuant to the Loan Documents shall be assumed by New General Partner.

4. Consent to Assignment. The County hereby consents to the assignment of the Loan Documents from Withdrawing General Partner to New General Partner and hereby releases Withdrawing General Partner from all obligations imposed under the Loan Documents.

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

6. 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.

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

8. 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.

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

NEW GENERAL PARTNER:

HOUSING AUTHORITY OF THE COUNTY OF MONTEREY,
a public body corporate and politic of the State of California

By: _____
Name: Zulieka Boykin
Title: Executive Director

MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: Zulieka Boykin
Title: President/CEO

HOUSING AUTHORITY LIMITED LIABILITY COMPANY,
a California limited liability company

By: Monterey County Housing Authority Development Corporation,
a California nonprofit public benefit corporation,
its sole member

By: _____
Name: Zulieka Boykin
Title: President/CEO

[SIGNATURES MUST BE NOTARIZED]

OWNER:

Pacific Meadows Senior Housing, L.P.,
a California limited partnership

By: Housing Authority Limited Liability Company, A California limited liability company, it's general partner

By: Monterey County Housing Authority Development Corporation,
a California nonprofit public benefit corporation,
its sole member

By: _____
Name: Zulieka Boykin
It's: President/CEO

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[SIGNATURES MUST BE NOTARIZED]

COUNTY:

County of Monterey,
a political subdivision of the State of California

Craig W. Spencer, Director of Housing & Community Development

APPROVED AS TO FORM:

Reed Gallogly, Deputy County Counsel

Date: _____

[SIGNATURES MUST BE NOTARIZED]

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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, Notary Public, 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 _____

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Signature _____

**EXHIBIT A
LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

Parcel I:

A portion of Parcel 1, as shown on the map filed for record on March 2, 1992 in [Volume 17, "Surveys", Page 84](#), records of Monterey County, and being more particularly described as follows:

Beginning at the Northwesterly corner of Parcel 1 as shown on said map; thence from said Point of Beginning, along the Northerly line of Parcel 1,

- 1) North 86° 32' 34" East, 1238.28 feet; thence,
- 2) South 79° 08' 37" East, 146.97 feet; thence,
- 3) North 10° 51' 23" East, 24.57 feet; thence,
- 4) South 77° 38' 45" East, 99.89 feet; thence departing said Northerly line of Parcel 1, thence,
- 5) South 17° 00' 00" East, 201.98 feet; thence,
- 6) South, 104.00 feet; thence,
- 7) North 83° 30' 00" West, 198.00 feet; thence,
- 8) South 39° 30' 00" West, 133.00 feet; thence,
- 9) South 77° 45' 00" West, 171.50 feet; thence,
- 10) North 79° 00' 00" West, 254.00 feet; thence,
- 11) South 64° 15' 00" West, 193.50 feet; thence,
- 12) North 68° 00' 00" West, 209.00 feet; thence,
- 13) South 79° 15' 00" West, 279.00 feet; thence,
- 14) North 89° 30' 00" West, 172.00 feet to an angle point on the Westerly line of said Parcel 1; thence along said Westerly line,
- 15) North 4° 29' 28" West, 373.00 feet to the Point of Beginning.

Parcel II:

A portion of Parcel 2, as shown on the map filed for record on March 2, 1992 in [Volume 17, "Surveys", Page 84](#), records of Monterey County, and being more particularly described as follows:

Commencing at an angle point on the Southerly boundary of Parcel 2, said angle point also being the Northwesterly corner of Parcel 1 as shown on said map; thence from said angle point along the Southerly line of Parcel 1, South 4° 29' 28" East, 119.00 feet to the true Point of Beginning; thence departing said Southerly boundary,

- 1) South 85° 30' 32" West, 90.00 feet; thence,
- 2) South 4° 29' 28" East, 190.00 feet; thence,
- 3) North 85° 30' 32" East, 90.00 feet to a point on the Southerly boundary of Parcel 2; thence along said Southerly boundary,
- 4) North 4° 29' 28" West, 190.00 feet to the true Point of Beginning.

Parcel III:

A non-exclusive easement thirty (30) feet wide lying fifteen (15) feet on each side of the hereinafter described centerline as granted in deed recorded April 29, 1968 in [Reel 555, Page 271](#), Monterey County records, limited to the right to travel over the existing road. The existing road shall not be enlarged or altered by grantee. No trees, shrubs, or other foliage shall be removed from said easement without the consent of grantor or the successors in interest to the property burdened by this easement.

Beginning at a point on the Northerly line of that certain 1.65 acre parcel, which bears S. 84° 27' 55" E., 256.73 feet distant from the most Northerly corner thereof, as said line, parcel, and corner are described in deed from Howard Hatton, et ux, to County of Monterey, State of California, recorded September 22, 1950 in [Volume 1247, at Page 352](#), Official Records of Monterey County, California; thence leaving said line,

- (1) N. 39° 05' 00" E., 427.0 feet; thence
- (2) N. 33° 35' 00" E., 199.0 feet; thence
- (3) N. 41° 20' 00" E., 147.0 feet; thence
- (4) N. 28° 42' 00" E., 45.0 feet; thence
- (5) N. 08° 44' 00" E., 67.0 feet; thence
- (6) N. 35° 20' 00" E., 40.0 feet; thence
- (7) N. 02° 45' 00" W., 20.0 feet; thence
- (8) N. 46° 45' 00" W., 20.0 feet; thence
- (9) N. 71° 45' 00" W., 15.0 feet; thence
- (10) S. 73° 50' 00" W., 15.0 feet; thence
- (11) S. 33° 35' 00" W., 45.0 feet; thence
- (12) S. 64° 30' 00" W., 20.0 feet; thence
- (13) S. 82° 07' 30" W., 26.6 feet.

Parcel IV:

A non-exclusive easement for vehicular and pedestrian access over the existing road lying within the area described as follows:

Beginning at a found three quarter inch diameter iron pipe with a plastic cap marked RCE 15310 per

[Volume 16 of Surveys, Page 190](#), Official Records of the County of Monterey, California. Said iron pipe also being accepted as the Southwest corner of Lot 6, HATTON PARTITION and as the Southwest corner of Parcel I, Exhibit A, per [Reel 555, Official Records, Page 271](#); thence along the Westerly line of said Parcel I,

- (1) N. 02° 39' 27" W., 282.19 feet; thence leaving said Parcel I Westerly line along the following courses,
- (2) S. 89° 58' 36" E., 148.05 feet; thence
- (3) non-tangentially curving along the arc of a circular curve, concave to the right (East) (the center of the said curve bearing N. 83° 31' 10" E., distant 190.0 feet from the beginning of the curve) in a Northerly direction through a central angle of 52° 06' 27" for an arc length of 172.80 feet; thence tangent to said curve,
- (4) N. 45° 37' 38" E., 266.91 feet; thence
- (5) tangentially curving along the arc of a circular curve, concave to the left (the center of said curve bearing N. 44° 22' 22" W., distant 50.00 feet) through a central angle of 26° 58' 34" for an arc distance of 23.54 feet; thence tangent to said curve,
- (6) N. 18° 39' 04" E., 88.30 feet; thence
- (7) N. 71° 20' 56" W., 231.44 feet; thence
- (8) N. 00° 00' 00" E., 155.58 feet; thence
- (9) tangentially curving along the arc of a circular curve, concave to the right (the center at the said curve bearing N. 9 0° 00' 00" E., distant 190.00 feet) through a central angle of 78° 04' 38" for an arc length of 258.91 feet; thence tangent to said curve,
- (10) N. 78° 04' 38" E., 59.46 feet; thence
- (11) tangentially curving along the arc of a circular curve, concave to the right (the center of said curve bearing S. 11° 55' 22" E., distant 225.00 feet) through a central angle of 38° 56' 01" for an arc length of 152.89 feet; thence non-tangent to said curve,
- (12) S. 27° 00' 39" W., 48.00 feet; thence
- (13) non-tangentially curving along the arc of a circular curve, concave to the left (North) (the center of said curve bearing N. 27° 00' 00" 'e., distant 83.00 feet from the beginning of the curve) in an Easterly direction through a central angle of 78° 23' 26" for an arc length of 113.56 feet; thence tangent to said curve,
- (14) N. 38° 37' 13" E., 54.57 feet; thence
- (15) tangentially curving along the arc of a circular curve, concave to the right (the center of said curve bearing S. 51° 22' 47" E., distant 232.00 feet) through a central angle of 59° 41' 38" for an arc length of 241.71 feet; to a point of reverse curvature,
- (16) tangentially curving along the arc of a circular curve, concave to the left (the center of said curve bearing N. 8° 18' 51" E., distant 331.13 feet) through a central angle of 12° 48' 19" for an arc length of 74.00 feet; thence tangent to said curve,
- (17) N. 85° 30' 32" E., 191.82 feet; thence

- (18) S. 4° 29' 28" E., 64.00 feet; thence
- (19) S. 85° 30' 32" W., 191.82 feet; thence
- (20) tangentially curving along the arc of a circular curve, concave to the right (the center of said bearing N. 04° 20' 28" W., distant 395.13 feet) through a central angle of 12° 48' 19" for an arc length of 88.31 feet to a point of reverse curvature; thence
- (21) tangentially curving along the arc of a circular curve, concave to the left (the center of said curve bearing S. 08° 18' 51" W., distant 168.00 feet) through a central angle of 59° 41' 38" for an arc length of 175 .03 feet; thence tangent to said curve,
- (22) S. 38° 37' 13" W., 54.57 feet; thence
- (23) tangentially curving along the arc of a circular curve, concave to the right (the center of said curve bearing N. 51° 22' 47" W., distant 147.00 feet) through a central angle of 79° 23' 26" for an arc length of 201.12 feet; thence non-tangent to said curve,
- (24) S. 27° 00' 39" W., 48.00 feet; thence
- (25) non-tangentially curving along the arc of a circular curve, concave to the left, (South) (the center of said curve bearing S. 27° 00' 39" W., distant 65.00 feet from the beginning of the curve) in a Northerly direction through a central angle of 38° 56' 01" for an arc length of 44.17 feet; thence tangent said curve,
- (26) S. 78° 04' 38" W., 59.46 feet, thence;
- (27) tangentially curving along the arc of a circular curve, concave to the left (the center of said curve bearing S. 11° 55' 22" E., distant 30.00 feet) through a central angle of 168° 18' 02" for an arc length of 88.12 feet to a point of reverse curvature; thence
- (28) tangentially curving along the arc of a circular curve, concave to the right (the center of said curve bearing S. 00° 13' 24" E., distant 190.00 feet) through a central angle of 108° 52' 28" for an arc distance 361.4 feet; thence tangent to said curve,
- (29) S. 18° 39' 04" W., 88.30 feet; thence
- (30) tangentially curving along the arc of a circular curve, concave to the right (the center of said curve bearing N. 71° 20' 56" W., distant 210.00 feet) through a central angle of 26° 58' 34" for an arc length of 98.87 feet; thence tangent to said curve,
- (31) S. 45° 37' 38" W., 266.91 feet; thence
- (32) tangentially curving along the arc of a circular curve, concave to the left (the center of said curve bearing S. 44° 22' 22" W., distant 30.00 feet) through a central angle of 68° 49' 49" for an arc length of 36.04 feet; thence tangent to said curve,
- (33) S. 23° 12' 12" E., 85.23 feet; thence
- (34) tangentially curving along the arc of a circular curve concave to the right (the center of said curve bearing S. 66° 47' 48" W., distant 190.00 feet) through a central angle of 10° 26' 56" for an arc length of 34.65 feet; thence non-tangent to said curve and along the boundary of Parcel 1, exhibit a, [reel 555, official records of the County of Monterey, Page 271,](#)
- (35) S. 32° 25' 52" W., 238.18 feet; thence

(36) N. 84° 24' 21" W., 213.73 feet to the Point of Beginning.

APN: 015-163-016-000 (Affects: portion of Parcel I)
015-163-018-000 (Affects: Parcel II and a portion of Parcel I)

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