

ATTACHMENT C

ASSIGNMENT AND BILLS OF SALE AGREEMENT

(attached)

Recording Requested By and
When Recorded Mail To:

Costa Mesa Housing Authority
77 Fair Drive
Costa Mesa, CA 92628-1200
Attn: Secretary

This document is exempt from the
payment of a recording fee pursuant to
Gov't Code Sections 6103 and 27383.

ASSIGNMENT AND BILL OF SALE AGREEMENT
(717 and 721 James Street)

This **ASSIGNMENT AND BILL OF SALE AGREEMENT** (717 and 721 James Street) (together, "**Assignment**") is made and dated as of March 1, 2016 by the **CITY OF COSTA MESA**, a California municipal corporation ("City" or "Assignor"), and in favor of the **COSTA MESA HOUSING AUTHORITY**, a public body, corporate and politic ("CMHA" or "Assignee").

RECITALS

A. Assignor is the fee owner of certain real property located in the City of Costa Mesa, County of Orange, State of California located at 717 and 721 James Street that is improved with eight apartments units in two four-plexes (together with all improvements thereon, the "**Real Property**").

B. The Real Property is legally described in Exhibit A attached hereto and fully incorporated by this reference.

C. City acquired the Real Property and all interests and improvements therein and thereon through foreclosure proceedings at a Trustee's sale held on February 8, 2016 and by Trustee Deed recorded on February 9, 2016 in the Official Records, County of Orange, State of California ("Official Records") as Instrument No. 2016-000054705

D. Concurrently herewith, City, as grantor, is conveying to CMHA, as grantee, all of the City's interests in the Real Property by quitclaim deed to be recorded in the Official Records ("Quitclaim Deed").

E. By this Assignment and immediately after the recordation of the Quitclaim Deed in the next order of recording, the City, as Assignor, desires to assign to the CMHA, as Assignee, that certain Regulatory Agreement of record against the Real Property as Instrument No. 2002-0737039.

F. And, by this Assignment and immediately after the recordation of the Quitclaim Deed City, as Assignor, desires to sell and convey to the CMHA, as Assignee by bill of sale all of its interests in the Personal Property (as the term is defined in Section 1. below) on, at or about the Real Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CMHA agree as follows:

1. ASSIGNMENTS

a. **ASSIGNMENT OF REGULATORY AGREEMENT.** Subject to the prior recordation of the Quitclaim Deed, Assignor hereby grants, assigns to Assignee all of Assignor's right, title, and interest in the Regulatory Agreement of record against the Real Property.

b. **ASSIGNMENT OF PERSONAL PROPERTY.** Subject to the prior recordation of the Quitclaim Deed, Assignor hereby grants, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest, if any, in and to the following described property (collectively, the "**Personal Property**"):

i. **Warranties.** All unexpired warranties, guarantees, indemnities, rights, and claims against third parties relating to the Real Property, including, but not limited to, warranties, guarantees, indemnities, rights, and claims against prior owners of the Real Property;

ii. **Governmental Approvals.** All existing and pending permits, approvals, licenses, entitlements, applications for permits, approvals, licenses, entitlements, and other governmental approvals relating to the construction of improvements on the Real Property;

iii. **Plans and Specifications.** All plans, specifications, drawings, and other matters prepared for the construction of improvements on the Real Property, and all studies, data, and drawings related thereto, if any, held by City; and

iv. **Other Rights and Property.** All other rights, benefits, privileges, and property associated with, or related to, the ownership, operation, maintenance, repair, replacement, renovation, management, development, or construction of the Real Property or the improvements thereon.

2. GENERAL.

(a) **Successors and Assigns.** This Assignment shall be binding on the parties hereto and shall inure to the benefit of their respective heirs, successors, and assigns.

(b) **Governing Law.** This Assignment shall be governed by and construed in accordance with the local law of the State of California. The Assignment was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California for contracts made and to be performed therein.

[Assignment continues on next page]

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

ASSIGNOR:

CITY OF COSTA MESA, a California municipal corporation

By: _____
Thomas R. Hatch, Chief Executive Officer

ATTEST:

Brenda Green, City Clerk

**APPROVED AS TO FORM
JONES & MAYER**

Thomas P. Duarte, City Attorney

ASSIGNEE:

COSTA MESA HOUSING AUTHORITY, a public body, corporate and politic

By: _____
Thomas R. Hatch, Executive Director and Chief Executive Officer

ATTEST:

Brenda Green, Secretary

**APPROVED AS TO FORM
STRADLING YOCCA CARLSON & RAUTH**

Celeste Stahl Brady, Special Counsel

EXHIBIT A

**LEGAL DESCRIPTION
(717 and 721 James Street, Costa Mesa, CA)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 26 OF TRACT NO. 3102, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 120, PAGES 3 AND 4 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES ALONG THE SOUTH 10 FEET OF LOTS 1 TO 10 INCLUSIVE AND THE NORTH 10 FEET OF LOTS 11 TO 20 INCLUSIVE, OF TRACT NO. 3102, AS PER MAP RECORDED IN BOOK 120, PAGES 3 AND 4 MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION INCLUDED WITHIN PARCEL 1 ABOVE DESCRIBED.

PARCEL 3:

LOT 27 OF TRACT NO. 3102, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 120, PAGES 3 AND 4 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Situs: 717 and 721 JAMES STREET, COSTA MESA, CA 92627

APNs: 424-053-06 and 424-053-07

CERTIFICATE OF ACCEPTANCE

This is to certify that the assignment, sale and conveyance of that certain Regulatory Agreement and Personal Property in the Real Property conveyed under the foregoing Assignment and Bill of Sale Agreement by the City of Costa Mesa is hereby accepted by the Chief Executive Officer and Executive Director of the Costa Mesa Housing Authority on behalf of the Costa Mesa Housing Authority pursuant to authority conferred by board action of said Housing Authority taken on March 1, 2016, and the Grantee consents to recordation thereof by its duly authorized officer.

COSTA MESA HOUSING AUTHORITY
a public body corporate and politic

By: _____
Thomas R. Hatch
Executive Director
and Chief Executive Officer

ATTEST:

Brenda Green, Secretary
Costa Mesa Housing Authority

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)
) ss.
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 names(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 OF NOTARY PUBLIC