

NO FEE DOCUMENT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Stockton Economic Development Department  
425 North El Dorado Street, Third Floor  
Stockton, CA 95202  
Attention: Director

No fee for recording pursuant to  
Government Code Section 27383

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and among Diamond Cove Associates, a California Limited Partnership ("Assignor"), Carrington Circle Apartments, L.P., a California limited partnership (the "Assignee"), and the City of Stockton, a charter city of the State of California (the "City") with reference to the following facts:

A. Concurrently herewith, Assignor will transfer to the Assignee the fee ownership of the real property located at 5343 and 5358 Carrington Circle, Stockton, California as more particularly described in the attached **Exhibit A** (the "Property").

B. The City and Assignor have entered into an amended and restated loan agreement dated as of \_\_\_\_\_, 2015 (the "Loan Agreement"), pursuant to which the City is providing a loan of HOME funds to Assignor in the aggregate amount of \$1,393,825 (the "HOME Loan") for the development of a low income housing project on the Property.

C. In accordance with the Loan Agreement, Assignor executed an Amended and Restated Promissory Note dated \_\_\_\_\_, 2015 (the "Note"), which will be secured by a Deed of Trust with Assignment of Rents and Security Agreement dated

\_\_\_\_\_, 2015 (the "Deed of Trust") and recording concurrently herewith in the Official Records of San Joaquin County (the "Official Records"). Additionally, Assignor and the City are entering into an Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of \_\_\_\_\_, 2015 which will be recording concurrently herewith against the Property in the Official Records (the "Regulatory Agreement")

D. The Loan Agreement, Note, the Deed of Trust, the Regulatory Agreement, the Affordability Notice 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.

E. Assignor, with the consent of the City, will assign to the Assignee and the Assignee will accept the assignment from Assignor of all of Assignor's rights, title, interest and obligations with respect to the Loan Documents. Following the assignment of the Loan Documents from Assignor to the Assignee, the Assignee desires to release Assignor 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 Assignor. Assignor hereby assigns to the Assignee all of Assignor's respective rights, title, interest and obligations under the Loan Documents.
2. Acceptance of Assignment. The Assignee hereby accepts the above assignment and hereby assumes all of the rights, title, interest and obligations of Assignor under the Loan

Documents. Any reference to Assignor in the Loan Documents described above shall be deemed a reference to the Assignee.

3. Release of Assignor. The Assignee hereby releases Assignor from all obligations imposed under the Loan Documents.

4. Payment of Obligations. The Assignee agrees that all amounts due from Assignor pursuant to the Loan Documents shall be assumed by the Assignee.

5. Consent to Assignment. The City hereby consents to the assignment of the Loan Documents from Assignor to the Assignee, and acknowledges that as of the date hereof, no default has occurred under the Loan Documents, and no event or circumstance exists which, with the giving of notice or the passage of time, or both, would constitute a default under the Loan Documents.

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

7. Limited Partner Address for Notices. A copy of all notices required to be sent to the Borrower under the Loan Documents shall be sent to the following address:

Raymond James Housing Opportunities Fund 41 L.L.C  
c/o Raymond James Tax Credit Funds, Inc.  
880 Carillon Parkway  
St. Petersburg, Florida 33716  
Facsimile No.: 727-567-8455  
Attention: Steven J. Kropf, President

With copies to:

Kyle Arndt, Esq.  
Bocarsly Emden Cowan Esmail & Arndt LLP  
633 W. 5th Street, 64th Floor  
Los Angeles, California 90071  
Facsimile No.: 213-239-0410

8. Effective Date. The assignment set forth above shall be effective as of the date of recordation of this Agreement.
9. 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.

**Assignor:**

Diamond Cove Associates,  
a California Limited Partnership

By: Diamond Cove Housing Corporation,  
a California nonprofit corporation

By: \_\_\_\_\_  
Carol J. Ornelas  
Chief Executive Officer

**Assignee:**

Carrington Circle Apartments, L.P.,  
a California limited partnership

By: Carrington Circle Housing LLC,  
a California limited liability company,  
its general partner

By: Visionary Home Builders of California, Inc.,  
a California nonprofit public benefit corporation,  
its sole member

By: \_\_\_\_\_  
Carol J. Ornelas  
Chief Executive Officer

**CITY:**

City of Stockton,  
a charter city

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

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

John M. Luebberke  
City Attorney

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

**ATTEST:**

\_\_\_\_\_  
Bonnie Paige  
City Clerk

**EXHIBIT A  
LEGAL DESCRIPTION**

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

PARCEL NO 1: LOT 13A, AS SHOWN UPON MAP ENTITLED, TRACT NO. 1553 HILLSBORO ESTATES EAST, UNIT NO. 2, FILED FOR RECORD JUNE 29, 1979 IN BOOK 24 OF MAPS AND PLATS, AT PAGE 81, SAN JOAQUIN COUNTY RECORDS.

PARCEL NO 2: LOTS 12 AND 12A, AS SHOWN UPON MAP ENTITLED, TRACT NO. 1553 HILLSBORO ESTATES EAST, UNIT NO. 2, FILED FOR RECORD JUNE 29, 1979 IN BOOK 24 OF MAPS AND PLATS, AT PAGE 81, SAN JOAQUIN COUNTY RECORDS.

APN: 104-070-04 and 104-070-39

## ACKNOWLEDGMENT

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, \_\_\_\_\_, 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)



