

RESOLUTION NO. HA 02-14

A RESOLUTION OF THE LANCASTER HOUSING AUTHORITY APPROVING AN AGREEMENT FOR THE SALE OF REAL PROPERTY BY AND BETWEEN THE LANCASTER HOUSING AUTHORITY AND CARITAS AFFORDABLE HOUSING, INC.

WHEREAS, the Lancaster Housing Authority (the "Authority") is authorized and empowered under the Housing Authorities Law (Cal. Health & Safety Code § 34200 *et seq.*) to enter into agreements for the acquisition, disposition and development of real property and otherwise assist in the preservation of the supply of mobile homes for housing persons and families of low and moderate income, to acquire real and personal property within the City of Lancaster (the "City"), to make and execute contracts and other instruments necessary or convenient to exercise its powers, and to incur indebtedness to finance or refinance redevelopment projects; and

WHEREAS, the Authority is the owner of certain real property located at the intersection of 25th Street East and East Avenue I in the City (the "Property"), upon which the Desert Sands Mobilehome Estates (the "Park") is situated; and

WHEREAS, Caritas Affordable Housing, Inc. ("Caritas") desires to acquire the Property from the Authority for purposes of continuing the operation of the Park to provide affordable housing for persons and families of low and moderate income; and

WHEREAS, the Authority and Caritas desire to enter into a Purchase and Sale Agreement in order to implement the provisions of the Housing Authorities Law by providing for the sale of the Property to Caritas and the operation of the Park by Caritas; and

WHEREAS, the Authority further desires to enter into the Agreement because, pursuant to the Housing Authorities Law, the transaction contemplated therein will maintain and preserve the supply of mobile homes available to provide affordable housing for persons and families of low and moderate income and provide an environment for the social, economic and psychological growth and well-being of the citizens of the City; and

WHEREAS, pursuant to Section 34315.7 of the California Health and Safety Code, the Authority is authorized to convey real property to non-profit corporations for development of housing for low and moderate income persons; and

WHEREAS, Public Resources Code Section 21090 of CEQA provides that all public and private activities or undertakings pursuant to, or in furtherance of, a redevelopment plan shall be deemed to be a single project, and no additional environmental review of such activities is required unless pursuant to Public Resources Code Section 21166 such activities constitute a substantial change in the redevelopment plan or the circumstances under which the plan is being undertaken and such changes will require major revisions of the EIR prepared for the plan, or new information which could not have been known at the time the EIR was completed, becomes available; and

WHEREAS, the Final EIR for the Lancaster General Plan (categorized as a “community plan”), was certified by the City Council on July 14, 2009 (the “EIR”); and

WHEREAS, the project under the proposed Agreement (the “Project”) is consistent with the Lancaster General Plan requirements; the Project has no potential for causing significant effects on the environment which have not already been sufficiently addressed and mitigated by the measures outlined in the EIR; the Project does not represent a change in the Redevelopment Plan or the circumstances under which it is being undertaken; the there is no substantial new information showing that any environmental impact will be more significant than that which is described in said EIR; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Authority has duly considered all the terms and conditions of the proposed Agreement and believes that the disposition of the Property pursuant thereto is in the best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements.

NOW, THEREFORE, THE LANCASTER HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS:

1. The Authority finds and determines that, based upon evidence provided in the record before it, the consideration for the Authority’s disposition of the Property pursuant to the terms and conditions of the Agreement, is not less than either the fair market value or the fair reuse value in accordance with the covenants, conditions and restrictions imposed under the Agreement and the costs required under the Agreement. The Authority further determines that the property is not required to its foreseeable needs.

2. The Authority has reviewed and considered the prior EIR approved by the City and finds and determines, based on all evidence in the record, there are no substantial changes in the Project or substantial changes with respect to the circumstances under which the Project is undertaken. There is no new substantial information that shows the Project to have one or more significant effects not discussed in the EIR or that the significance of one or more effects has been increased. The Authority further finds that the EIR sufficiently addresses all potential significant effects from this Project and there is no information showing this Project or the circumstances under which it is being undertaken will change. Therefore, none of the conditions set forth in Section 21166 of the CEQA Guidelines exist. The Authority, as a Responsible Agency, therefore finds that no further environmental review is required, and the Authority Secretary is hereby authorized to prepare and file a Notice of Determination with the Clerk for the County of Los Angeles pursuant to Public Resources Code Section 21152.

3. The Agreement, a copy of which is on file with the Secretary of the Authority, is hereby approved. The Authority's Executive Director is hereby authorized to execute the Agreement on behalf of the Authority, and to take such actions and execute such other documents on behalf of the Authority as may be necessary in order to implement the Agreement.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

GERI K. BRYAN, CMC
Secretary
City of Lancaster

KITTY KIT YEE SZETO
Chair
Lancaster Housing Authority

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF RESOLUTION
LANCASTER HOUSING AUTHORITY

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. HA 02-14, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

ORIGINAL

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of April 22, 2014, by and between the LANCASTER HOUSING AUTHORITY, a public body corporate and politic (the "Housing Authority"), and CARITAS AFFORDABLE HOUSING, INC., a California nonprofit public benefit corporation (the "Purchaser"), for acquisition by the Purchaser of certain real property hereinafter set forth and is made on the basis of the following facts, intentions and understandings.

RECITALS

A. Housing Authority is the present owner of that certain real property and improvements known as Desert Sands Estates Mobile Home Park (the "Park") consisting of approximately 17.9 net acres located at 45111 25th Street East, Lancaster, California, and is more particularly described in Exhibit "A" ("Legal Description"), which is attached hereto and incorporated herein by reference.

B. Purchaser desires to acquire the Park and related property (as more fully defined in Paragraph 1 of this Agreement, the "Property") for the purpose of operating a 123 space mobile home park and Housing Authority has agreed to sell, assign and transfer the Property on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **Property.** The Property consists of the following:

1.1 **Land/Improvements.** Fee simple interest in the land described in the Legal Description (the "Land") and all of Housing Authority's rights, title, and interests in the buildings, improvements, and fixtures located on the Land, including, without limitation, all fixtures as well as all apparatus, equipment and appliances used in connection with the operation of the Park, such as heating and air conditioning systems and facilities used to provide any utility services, parking services, refrigeration, ventilation, trash disposal, recreation or other services thereto (all of which are collectively referred to as the "Improvements"). The Land and the Improvements are referred to herein as the "Real Property."

1.2 **Personal Property.** All of the personal property set forth on **Schedule 1 to Exhibit "C"** attached hereto and incorporated herein by this reference ("Personal Property").

1.3 **Intangible Property.** All of the right, title and interest of Housing Authority in the intangible personal property now or through the Closing owned by Housing Authority and used in the operation of the Park including, without limitation, the right to use any trade name now used in connection with the Park or the Improvements and all warranties or guarantees received by Housing Authority from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alteration of the Improvements, licenses, franchises, permits, tenant lists, advertising materials and other similar rights relating to the use and operation of the Park (all of which are collectively referred to as the "Intangible Property"),

including, but not limited to, the property listed on Schedule 2 to Exhibit "C" and incorporated herein by this reference.

1.4 Space Leases. All of the right, title and interest of Housing Authority in and under all leases of spaces ("Space Leases") in effect at the Closing and which shall be assigned to and assumed by Purchaser at Closing.

1.5 Service Contracts. All of the right, title and interest of Housing Authority under the contracts and documents relating to the Property which shall be assigned to and assumed by Purchaser at the Closing ("Service Contracts").

1.6 Title to Personal Property and Assignment of Leases and Contracts. Housing Authority shall transfer title to the Personal Property pursuant to a general assignment and bill of sale, substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference ("General Assignment and Bill of Sale"), and shall further transfer and assign all of Housing Authority's rights in and to the Improvements and any Intangible Property pursuant to the General Assignment and Bill of Sale. Housing Authority shall transfer all of Housing Authority's rights, title, and interest in and to the Space Leases pursuant to an Assignment of Space Leases, which shall be substantially in the form of the Assignment of Space Leases attached hereto as Exhibit "D" and incorporated herein by this reference ("Assignment of Space Leases"). Housing Authority shall transfer all of Housing Authority's rights, title, and interest in and to the Service Contracts pursuant to an Assignment of Service Contracts, which shall be substantially in the form of the Assignment of Service Contracts attached hereto as Exhibit "E" and incorporated herein by this reference ("Assignment of Service Contracts").

1.7 Title to Managers Manufactured Homes/HOME Financed Manufactured Homes.

(a) Title to Managers Manufactured Homes. Notwithstanding anything to the contrary set forth in this Agreement, the parties expressly acknowledge and agree that included within the Personal Property are two (2) manufactured homes (occupied or to be occupied by the Park Manager(s)) (collectively, "Managers Manufactured Homes") owned by Housing Authority, which Housing Authority will use reasonable efforts to cause to be transferred to Purchaser and are included in the Purchase Price; provided, further, all costs and expenses associated with such transfers shall be divided equally between Housing Authority and Purchaser; provided, however, that any taxes that must be paid as a condition to such transfer shall be allocated between the Housing Authority and Purchaser, such that (1) Housing Authority shall be responsible for any property taxes accrued prior to and through the Closing and Purchaser shall be responsible for any taxes accruing from and after the Closing and (2) Purchaser shall be responsible for any sales taxes due in connection with such transfer. The Managers Manufactured Homes and any other manufactured homes being transferred to Purchaser, all of which are listed on Exhibit G hereto (collectively, the "Park-Owned Manufactured Homes") shall be free and clear of all liens and encumbrances. In this regard, the parties further acknowledge and agree that there will be a separate sub-escrow (the "Sub-escrow") established with Express Escrow Company located at 7812 Edinger Avenue, Suite 300, Huntington Beach, California 94647 ("Express Escrow"), solely for purposes of transferring title to the Park-Owned Manufactured Homes from the Housing Authority to Purchaser. Moreover, the parties intend that the Sub-escrow shall close as soon as reasonably practicable following the Closing; provided, further, that the parties' expressly acknowledge and agree that the title transfers for the Park-Owned Manufactured Homes will realistically take longer to close than the

Escrow, and, accordingly, it shall not be a condition to the Closing for transfer of the Property that the Sub-escrow shall close. However, it shall be a condition to Closing that, not later than five (5) business days following the Effective Date, the Housing Authority shall deposit with the Sub-escrow such title, registration and other documents sufficient to enable Sub-escrow to process and request, from the CA Department of Housing and Community Development, the title transfers for the Park-Owned Manufactured Homes. Housing Authority and/or Housing Authority's agents hereby agree to work diligently with Purchaser and Sub-escrow even after the Closing to consummate the title transfers for the Park-Owned Manufactured Homes through the Sub-escrow as expeditiously as possible. Notwithstanding the foregoing, Housing Authority and Purchaser hereby expressly acknowledge and agree that Housing Authority shall use reasonable efforts to cause possession of the Park-Owned Manufactured Homes and the right to receive rents, if any, from any residents who may be occupying such homes to be transferred to Purchaser effective as of the Closing.

(b) **HOME Financed Manufactured Homes.** Housing Authority and Purchaser agree that the certain spaces are occupied by manufactured homes for which the registered owners are the residents thereof but the legal owner is Housing Authority, which acquired such homes (collectively, the "HOME-Financed Manufactured Homes") with the proceeds of HOME program financing (the "HOME Unit Spaces"). The HOME Unit Spaces are identified on **Exhibit H** to this Agreement. Housing Authority shall be responsible for collecting mortgage payments from the registered owners of the HOME-Financed Manufactured Homes, but the leases with respect to HOME Unit Spaces shall be assigned to Purchaser along with all other space leases for spaces in the Park and Purchaser shall be responsible for collecting any and all space rental, utility and other payments due Purchaser under such space leases.

2. **Purchase and Sale of Housing Authority's Interest.** Upon satisfaction of the Conditions of Closing set forth in Section 4, Housing Authority shall sell to Purchaser, and Purchaser shall purchase from Housing Authority, the Property (subject only to the exceptions to title as set forth in the title policy approved in writing by the Purchaser, or his designee), for a purchase price of Four Million Dollars (\$4,000,000) ("Purchase Price"), subject to any prorations and adjustments as provided in Section 11.1 of this Agreement. Payment of the Purchase Price shall represent the agreed upon fair market value of the Property. The Purchase Price shall be paid by Purchaser's deposit of cash or other immediately available funds in the Escrow prior and as a condition precedent to the Closing. Upon satisfaction of the Conditions of Closing set forth in Section 4, Housing Authority shall pay the Purchaser an acquisition fee in the amount of One Hundred Twenty Thousand Dollars (\$120,000) (the "Acquisition Fee"). The Acquisition Fee shall be paid by the Housing Authority's deposit of cash or other immediately available funds in the Escrow prior and as a condition precedent to the Closing

3. **Closing.** This transaction shall close ("Closing") on or before May 31, 2014 (the "Closing Date"). The Closing shall occur through escrow within Orange County at a time and place reasonably agreed on by the parties. The "Closing" shall mean the time and day the Grant Deed (as that term is defined below) is filed for record with the Los Angeles County Recorder.

4. **Conditions of Closing.** The Closing is conditioned upon the satisfaction of the following terms and conditions within ninety (90) days after the date (the "Effective Date") that this Agreement is executed and delivered by Housing Authority and Purchaser ("Conditions Precedent Period") unless a different period is specifically designated below:

4.1 Housing Authority's Conditions of Closing. Housing Authority's obligation to proceed with the sale of the Property is subject to the fulfillment or waiver by Housing Authority of the conditions precedent (a) through (c), inclusive, ("Housing Authority's Conditions Precedent") which are solely for the benefit of Housing Authority and which shall be fulfilled or waived by the time period provided for herein:

(a) **Purchase Price.** Prior to the Close of Escrow, Purchaser has deposited in Escrow cash or other immediately available funds in the amount of the Purchase Price.

(b) **No Default.** As of the Closing, Purchaser is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of Purchaser contained herein shall be true and correct in all material respects.

(c) **Closing Costs.** Prior to the Close of Escrow, Purchaser has delivered its share of all of the costs arising from Escrow as provided in Section 10.1.

4.2 Purchaser's Conditions of Closing. Purchaser's obligation to proceed with the purchase of the Property is subject to the fulfillment or waiver by Purchaser of the conditions precedent (a) through (h), inclusive, described below ("Purchaser's Conditions Precedent"), which are solely for the benefit of Purchaser and which shall be fulfilled or waived by the time periods provided for herein:

(a) **Conveyance Documents.** Prior to the Close of Escrow, Housing Authority has delivered the conveyance documents to Escrow in accordance with Section 5 hereof.

(b) **Review and Approval of Title.** Purchaser shall have reviewed and approve the condition of title of the Property, as hereinafter provided:

(i) **Report.** Fidelity National Title Company (the "Title Company"), has delivered to Purchaser a standard CLTA preliminary title report (the "Report") with respect to the title to the Property, together with legible copies of the exceptions ("Exceptions") set forth in the Report.

(ii) **Written Notice.** Purchaser shall have until the expiration of the Conditions Precedent Period within which to give written notice to Housing Authority and Escrow Agent of Purchaser's approval or disapproval of any of such Exceptions. Purchaser's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report.

(iii) **Disapproval.** If Purchaser notifies Housing Authority of its disapproval of any Exceptions in the Report, Housing Authority shall have the right, but not the obligation, within ten (10) business days after receiving written notice of Purchaser's disapproval to remove any disapproved Exceptions or provide assurances satisfactory to Purchaser that such Exception(s) will be removed on or before the Closing. If Housing Authority cannot or does not elect to remove any of the disapproved Exceptions within that period, Purchaser shall have ten (10) business days after the expiration of such ten (10) business day period to either give Housing Authority written notice that Purchaser elects to proceed with the purchase of the Property subject to the disapproved Exceptions or to give Housing Authority written notice that Purchaser elects to terminate this Agreement.

(iv) **Condition of Title.** The Exceptions to title approved by Purchaser as provided herein shall hereinafter be referred to as the “Condition of Title.”

(v) **Later Changes to Condition of Title.** Purchaser shall have the right to approve or disapprove any Exceptions reported by the Title Company after Purchaser has approved the Condition of Title for the Property (which are not created by Purchaser). Housing Authority shall not voluntarily create any new exceptions to title following the Effective Date.

(c) **Inspections and Studies.** Purchaser shall be entitled to conduct whatever inspections, investigations, tests and studies concerning the Property and the improvements which it deems necessary or appropriate, in its sole and absolute discretion, to evaluate the Property (the “Studies”). All costs of the Studies shall be borne by Purchaser. Prior to the Closing, Purchaser, and its representatives, agents, employees, contractors and designees shall have the right of access to the Property at all reasonable times for the purpose of making necessary and appropriate inspections, tests, borings, samplings and surveys and exercising Purchaser’s other rights under this Agreement. Purchaser shall save and protect Housing Authority against any claims resulting from such access or use of the Property undertaken pursuant to this Section. Within the Conditions Precedent Period, Purchaser shall have approved or disapproved, in Purchaser’s sole discretion, the results of any and all Studies concerning the development, construction, alteration, rehabilitation, maintenance, use, operation or lease of the Property along with any architectural inspections, engineering tests, certificates of occupancy, economic feasibility studies, development restrictions, environmental impact studies, traffic and utilities circulation and mitigation studies and reports, and soils, hazardous materials, seismic and geologic reports with respect to the Property as Purchaser and/or Housing Authority may elect to make or obtain. Purchaser’s failure to give written disapproval of such Studies within such time period shall be deemed Purchaser’s approval of such Studies. In the event this Agreement is terminated for any reason, Purchaser shall give to Housing Authority, without charge, copies of all reports, test results or studies generated by Purchaser in connection with its inspection of the Property. In order to facilitate Purchaser’s investigation of the Property, Housing Authority no later than five (5) business days after the Effective Date of this Agreement shall deliver to Purchaser copies of all written materials relating to the acquisition, development, marketing, operations of the Property that are in the possession of Housing Authority, including, without limitation the following (hereinafter collectively, the “Materials”):

- (i) rent rolls (current and six (6) months prior);
- (ii) income and expense reports for the past three (3) years;
- (iii) history of rent increases for the past three (3) years;
- (iv) information on mobile homes included in sale: size, age, number and location, sale price and terms to occupant/buyer; loan balance, term and rate and payment history;
- (v) information on the HOME-Financed Manufactured Homes and the financing of which Housing Authority will continue to service from and after the Closing, including space number, size, age, number and location, sale price and terms to occupant/buyer; loan balance, term and rate and payment history;

- (vi) information on local rent control or other pertinent agreements or ordinances;
- (vii) information on employees and payroll; *e.g.*, list of positions; full-time vs. part-time; rate of pay;
- (viii) property tax bills from the past three (3) years, including any special assessments;
- (ix) pending litigation;
- (x) deferred maintenance;
- (xi) market conditions, *i.e.*, area rents, vacancies, *etc.*;
- (xii) copies of maintenance or service requests for the prior twelve (12) months;
- (xiii) building or occupancy permits;
- (xiv) termite, asbestos, hazardous substance, and similar surveys, including on-site inspections;
- (xv) existing regulatory agreements;
- (xvi) accounts receivable;
- (xvii) accounts payable and utility bills;
- (xviii) permits and inspection records with respect to operation of, or facilities at the Property and any utility services thereon;
- (xix) contracts or agreements affecting the Property; Evidence that the Property complies with any and all applicable governmental ordinances, rules and regulations, including, but not limited to, zoning and building regulations, and any and all other governmental approvals (such as approved building permits, conditions of approval and certificates of occupancy) and/or authorizations pertaining to the Property;
- (xx) All plans, drawings and specifications relating to the Real Property or any Improvements;
- (xxi) Any and all insurance policies, management contracts, maintenance contracts, service contracts, reciprocal easement agreements, if any, utility will-serve letters and any other contracts or agreements affecting or relating to the ownership, operation, maintenance, construction or development of the Property, including, without limitation, copies of all warranties with respect thereto and any executory contracts pertaining to the construction, operation, repair, or maintenance thereof;

(xxii) Any and all space leases, lease guarantees, deposit agreements, letters of intent, listing agreements, pending leases, options, and any other contracts, agreements, or documents affecting or relating to the leasing of the property;

(xxiii) A detailed list of all personal property used in connection with the Park and owned by Housing Authority, including, without limitation, any and all mobile homes, motor vehicles, installment notes, mortgages, trust deeds, loan agreements, fixtures, furniture, equipment, tools, machinery, appliances, warranties, guarantees, and other similar property which shall be conveyed to Purchaser at Close of Escrow. Said list shall reflect any and all security interests in such personal property;

(xxiv) All existing and available soils, environmental and building reports and engineering data pertaining to the Land or any portion thereof and any and all architectural studies, grading plans, topographical maps and similar data respecting the Real Property;

(xxv) Any and all tentative, parcel and/or final maps, certificates of occupancy, surveys, licenses, permits, building inspection approvals and the like or any other governmentally approved or processed documents relative to the subdivision or occupancy of the Property; and

(xxvi) A schedule reflecting any and all expenses for the ownership, operation, leasing, maintenance and repair of the Property for the past three (3) years, which schedule shall specifically exclude administrative fees, management fees and legal fees but will include, without limitation, the following:

- (1) annual insurance premiums for all forms of coverage;
- (2) real property taxes and assessments;
- (3) Utility charges and maintenance and repair costs;
- (4) any and all other costs and expenses incurred in connection with the ownership, operation, leasing, maintenance and repair of the Park; and
- (5) any material extraordinary or periodic expenses, repairs or other improvements which Housing Authority scheduled to be incurred within the twelve (12) months following the Closing Date in connection with the ownership, operation, leasing, maintenance and repair of the Park;

Housing Authority agrees to provide to Purchaser any other relevant materials or information reasonably requested by Purchaser, in writing, within five (5) Business Days of such request.

(d) **Title Policy.** The Title Company shall have agreed to issue an ALTA Owner's Title Insurance Policy ("Title Policy") for the Property upon the Close of Escrow, in the amount of the Purchase Price showing title to the Property vested of record in the name of Purchaser in fee simple subject only to the Condition of Title, any changes to the Condition of Title that Purchaser has approved or created and the standard printed exceptions of the Title Policy.

(e) **No Termination.** Purchaser shall not have elected to cancel Escrow and terminate this Agreement pursuant to any applicable provision of this Agreement.

(f) **FIRPTA Compliance.** Prior to the Closing, Housing Authority has executed and delivered to Escrow an affidavit of exemption from the Foreign Investment in Real Property Tax Act (“FIRPTA”), and any similar state act.

(g) **No Default.** As of the Closing, Housing Authority is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of Housing Authority contained herein shall be true and correct in all material respects.

(h) **Representations and Warranties.** All representations and warranties of Housing Authority contained in this Agreement shall be materially true and correct as of the date made and as of the Closing with the same effect as if those representations and warranties were made at and as of the Closing.

(i) **Bond Financing.** Purchaser shall have obtained bond financing to enable its acquisition of the Property. Housing Authority hereby acknowledges and agrees that Purchaser’s purchase of the Property is being financed through the sale of bonds (“Financing”) sold through a bond underwriter selected by Purchaser (“Bond Underwriter”). Housing Authority further acknowledges and agrees that the Financing may not be available in a form acceptable to Purchaser and Purchaser may elect to terminate this Agreement if the Financing is not available in a form or the conditions imposed by the Bond Underwriter are not acceptable to Purchaser in its sole discretion.

5. **Housing Authority’s Closing Obligations.** Housing Authority shall deliver to escrow on or before noon, at least one (1) business day prior to the anticipated Closing, the duly executed and acknowledged documents described below and Housing Authority’s share of the Escrow Fees and premium for the title policy:

(a) **Grant Deed.** An original of Housing Authority’s Grant Deed, duly executed and acknowledged by Housing Authority conveying the Real Property to Purchaser in substantially the form attached hereto as Exhibit “B”.

(b) **Acquisition Fee.** The Acquisition Fee in immediately available funds, in cash, cashier’s check or through wire transfer of funds.

(c) **Assignment and Assumption of Space Leases.** Two (2) original counterparts of the Assignment of Space Leases in substantially the form attached hereto as Exhibit “D”.

(d) **Assignment and Assumption of Service Contracts.** Two (2) original counterparts of the Assignment of Service Contracts in substantially the form attached hereto as Exhibit “E”.

(e) **General Assignment and Bill of Sale.** Two (2) original counterparts of the General Assignment and Bill of Sale in substantially the form attached hereto as Exhibit “C”.

(f) **Security Deposits.** The security deposits under the Space Leases shall either be returned to the residents, or transferred to Purchaser, in compliance with applicable California Mobilehome Residency Law.

(g) **Authority.** Such proof of Housing Authority's authority and authorization to enter into this Agreement and to consummate the transaction contemplated hereby as may be reasonably requested by Purchaser or the Title Company.

(h) **Final Escrow Instructions.** Housing Authority's final written escrow instructions to close Escrow in accordance with the terms of this Agreement.

(i) **Permits, Entitlements and the Like.** Any and all building and development permits, certificates of occupancy, utility will serve letters, use permits and other governmental approvals and/or entitlements relative to the Property.

(j) **Closing Statement.** An escrow closing statement reflecting the funds deposited or to be deposited by Purchaser pursuant to Section 5, the items to be charged to Housing Authority and Purchaser pursuant to Section 10 and the funds to be disbursed to Purchaser and Housing Authority upon Closing (the "Closing Statement") duly executed by Housing Authority.

(k) **Further Documents or Items.** Any other documents, instruments or items reasonably required to close the transaction contemplated by this Agreement, including any payoff or prepayment information relating to any financing obtained by Housing Authority on the Property and any other documents or opinions in connection therewith necessary to cause any liens or security interests on the Property to be released as of the Closing.

6. Purchaser's Closing Obligations. Purchaser shall deliver to escrow on or before noon, at least one (1) business day prior to the anticipated Closing, the duly executed and acknowledged documents described below and Purchaser's share of the Escrow Fees and premium for the title policy:

(a) **Purchase Price.** The Purchase Price in immediately available funds, in cash, cashier's check or through wire transfer of funds.

(b) **Costs.** An amount equal to Purchaser's share of the Escrow Fees and Purchaser's portion of the premium for the title policy, if applicable.

(c) **Assignment and Assumption of Space Leases.** Two (2) original counterparts of the Assignment of Space Leases in substantially the form attached hereto as Exhibit "D".

(d) **Assignment and Assumption of Service Contracts.** Two (2) original counterparts of the Assignment of Service Contracts in substantially the form attached hereto as Exhibit "E".

(e) **General Assignment and Bill of Sale.** Two (2) original counterparts of the General Assignment and Bill of Sale in substantially the form attached hereto as Exhibit "C".

(f) **Authority.** Such proof of Purchaser's authority and authorization to enter into this Agreement, on the part of each individual or entity comprising Purchaser, and to consummate the transaction contemplated hereby as may be reasonably requested by Housing Authority or the Title Company.

(g) **Final Escrow Instructions.** Purchaser's final written escrow instructions to close Escrow in accordance with the terms of this Agreement.

(h) **Closing Statement.** The Closing Statement duly executed by Purchaser.

(i) **Rental Assurance Reserve Agreement.** Two (2) original counterparts of a Rental Assurance Reserve Agreement.

(j) **Further Documents or Items.** Any other documents, instruments or items reasonably required to close the transaction contemplated by this Agreement.

7. **Housing Authority's Representations and Obligations.** Housing Authority represents and agrees as follows:

7.1 Housing Authority hereby makes the representations and warranties contained below in this Section 7.1. All of the representations and warranties set forth in this Section 7.1 are effective as of the date of this Agreement and shall be true at Closing. All of the representations and warranties set forth in this Section 7.1 are made with the acknowledgment that they are material, and with the intention that the Purchaser shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transaction contemplated herein. The representations and warranties contained in this Section 7.1 shall each survive the execution of this Agreement without limitation as to time.

(a) Housing Authority is the owner of the Property and has full right, power, title and lawful authority to enter into this Agreement and to grant, sell and convey the Property as provided herein and Housing Authority has not entered into or executed any agreement or document which would transfer all or part of Housing Authority's interest in the Property to any third party; and

(b) Except for the persons occupying the mobile home spaces under the Space Leases, there are no tenants or other persons who have a lawful interest in or right to possession of the Property; and

(c) Except as disclosed on Schedule 1 to Exhibit "E", there are no service contracts or other contracts affecting the Property; and

(d) To the best of Housing Authority's knowledge, there are no pending or threatened actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign; and

(e) Until the Closing, Housing Authority shall not do anything which would impair Housing Authority's title to any of the Property; and

(f) To the best of Housing Authority's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument which affects the Property; and

(g) Until the Closing, Housing Authority shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 7.1 not to be true as of closing, immediately give written notice of such fact or condition to Purchaser; and

(h) The Property is zoned for uses as a mobile home park; and

(i) Housing Authority is not a “foreign person” within the parameters of FIRPTA, or is exempt from the provisions of FIRPTA, or that Housing Authority has complied and will comply with all the requirements under FIRPTA; and

(j) Housing Authority has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby; and

(k) All requisite action (corporate, trust, partnership or otherwise) has been taken by Housing Authority in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby. By the Closing no additional consent of any individual, director, shareholder, partner, member, manager, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party shall be required for Housing Authority to consummate the transaction contemplated by this Agreement; and

(l) The individuals executing this Agreement and the instruments referenced herein on behalf of Housing Authority have the legal power, right and actual authority to bind Housing Authority to the terms and conditions hereof and thereof, and

(m) Neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument to which Housing Authority is a party; and

(n) Housing Authority has received no written notices of any violations nor written notices of noncompliance of any statutes, ordinances, regulations, building codes, or administrative or judicial orders or holdings, materially and adversely affecting the use, operation or occupancy of the Property that has not previously been corrected. To the best of Housing Authority’s actual knowledge, Housing Authority has no obligations under Civil Code Section 798.80 with which Housing Authority has not or will not have complied as of the Closing; and

(o) Housing Authority is the lessor or landlord or the successor lessor or landlord under the Space Leases. Except as specified in the Schedule of Space Leases set forth on Schedule 1 to Exhibit “D”, (a) there are no leases or other rights to occupy or possess all or any portion of the Real Property and (b) to the best of Housing Authority’s actual knowledge, the material terms of the Space Leases are in full force and effect and there is no state of facts that with the giving of notice, passage of time, or both, would constitute a material default by Housing

Authority or, to the best of Housing Authority's actual knowledge, tenant under any of the Space Leases; and

(p) To the best of Housing Authority's actual knowledge, the information provided and to be provided by Housing Authority to Purchaser under this Agreement does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements and facts contained therein, in light of the circumstances in which they are made, not false or misleading; and

(q) To the best of Housing Authority's actual knowledge, all Materials delivered are true and correct and complete copies of originals and any and all information prepared by Housing Authority and supplied to Purchaser by Housing Authority in accordance with this Agreement hereof is true and accurate and complete; provided, however, that Housing Authority does not warrant the facts or opinions set forth in any environmental report or audit or in any survey or other professional report about the Property; and

(r) To the best of Housing Authority's actual knowledge, the Materials are all of the agreements, contracts, instruments and documents to exist relative to the leasing, use, ownership, maintenance, management and construction on or of the Property. To the best of Housing Authority's actual knowledge, Housing Authority has not assigned its rights thereunder to any other person, firm or entity and no further consent is necessary or required to make the Assignment and Assumption of Service Contracts effective. Except as specified in Schedule 1 to Exhibit "E", there are no Service Contracts relating to the Property. The material terms of the Service Contracts are in full force and effect and there is no state of facts that with the giving of notice, passage of time, or both, would constitute a material default by Housing Authority or, to Housing Authority's knowledge, the other party under any of the Service Contracts; and

(s) To the best of Housing Authority's actual knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property or the improvements thereon including, but not limited to, soil and groundwater condition. Housing Authority further represents and warrants that during the time in which Housing Authority owned the Property, neither Housing Authority nor, to the best knowledge of Housing Authority, any third party has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials"). For the purpose of this provision, Hazardous Materials shall include but not be limited to asbestos, petroleum and any petroleum by-products, urea formaldehyde, foam insulation, polychlorinated biphenyl, and those substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws and any amendments thereto; and

(t) To the best of Housing Authority's actual knowledge, Housing Authority has received no notice of (i) any change contemplated in any applicable laws, ordinances

or restrictions, (ii) any judicial or administrative action, (iii) any action by adjacent landowners, or (iv) natural or artificial conditions upon the Property which would prevent, impede, limit or render more costly Purchaser's use of the Property as a mobile home park; and

(u) To the best of Housing Authority's actual knowledge, (i) all licenses, approvals, permits and certificates from all governmental or quasi-governmental authorities with jurisdiction over the Property or from private parties necessary for the construction and development of the Improvements, and for the use and operation of the Property, were obtained prior to such construction, development, use and operation, and are currently possessed by Housing Authority, (ii) the improvements thereon have been constructed in accordance with (A) all such approvals, licenses, permits and certificates, (B) accepted standards of good materials and workmanship, (C) all covenants, conditions, restrictions, easements and agreements of any kind or nature affecting the Property, and (D) the plans delivered to Purchaser in accordance with the provisions of this Agreement, and (iii) any conditions to any licenses, approvals, permits and certificates for the construction and development of the Improvements have been satisfied; and

(v) To the best of Housing Authority's actual knowledge, other than the amounts disclosed by the tax bills delivered to Purchaser by Housing Authority, no other real property taxes have been or will be assessed (other than supplemental taxes) against the Property for the current tax year. Housing Authority has no knowledge, and Housing Authority has received no notice to the contrary, of any special assessments or charges which have been levied against the Property or which will result from work, activities or improvements done to the Property by Housing Authority. Housing Authority has no knowledge and Housing Authority has received no notice to the contrary of any intended public improvements which will result in any charge being levied against, or in the creation of any lien upon, the Property or any portion thereof; and

(w) To the best of Housing Authority's actual knowledge, the improvements on the Property are connected to and served by water, solid waste and sewage disposal, drainage, telephone, gas, electricity and other utility equipment facilities and services required by law and which are adequate for the contemplated use and operation of the Property, or any portion thereof, and which are installed and connected pursuant to valid permits and are in full compliance with all governmental authorities with jurisdiction. To the best of Housing Authority's actual knowledge, no fact or condition exists which would result in the termination or impairment in the furnishing of utility services to the Property prior to the Closing; and

(x) Housing Authority has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusals or options to purchase the Property. In connection with the transactions described herein, Housing Authority has provided all requisite notices to the Park's tenants and complied with all applicable law necessary for sale of the Property to Purchaser, including, but not limited to, the requirements described in California Civil Code Section 798.80; and

(y) To the best of Housing Authority's actual knowledge, (i) there are no defects or conditions of the soil which will impair the contemplated use and operation of the Real Property, or any portion thereof, (ii) the soil condition of the Land is such that it will support all of the improvements located thereon for their foreseeable life without the need for unusual or new subsurface excavations, fills, footings, caissons or other installations, and (iii) the improvements on the Land were constructed in a manner compatible with the soil condition at the time of construction and all necessary excavations, fills, footings, caissons and other installations were provided; and

(z) Housing Authority has not (i) made a general assignment for the benefit of creditors (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of such person's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Housing Authority's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

The representations and warranties set forth in this Section 7 shall survive close of escrow and are in addition to and not in place of any investigation conducted by Purchaser.

8. Purchaser's Representations and Obligations. Purchaser represents and agrees with respect to the development as follows:

8.1 Purchaser hereby makes the representations and warranties contained below in this Section 8.1. All of the representations and warranties set forth in this Section 8.1 are effective as of the Date of this Agreement. All of the representations and warranties set forth in this Section 8.1 are made with the acknowledgment that they are material, and with the intention that Housing Authority shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Section 8.1 shall each survive the close of escrow without limitation as to time.

(a) Purchaser has full right, power and lawful authority to undertake all obligations of Purchaser as provided herein and the execution, performance and delivery of this Agreement by Purchaser has been fully authorized by all requisite actions on the part of Purchaser. Purchaser has provided Housing Authority with true and correct copies of documentation reasonably acceptable to Housing Authority's Executive Director, or his designee, designating the party authorized to execute this Agreement on behalf of Purchaser; and

(b) Purchaser's execution, delivery and performance of its obligations under this Agreement will not constitute a default or breach under any contract, agreement or order to which Purchaser is a party or by which it is bound; and

(c) Purchaser has not (i) made a general assignment for the benefit of creditors (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of such person's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

Each of the foregoing items (a) to (c), inclusive, shall be deemed to be an ongoing representation and warranty. Purchaser shall advise Housing Authority in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (c), inclusive. Notwithstanding the preceding sentence, no change to any such matters shall relieve Purchaser from its obligations or liabilities hereunder which result from a breach of any such representations or warranties.

9. Condition of the Property.

9.1 Hazardous Waste. Neither Housing Authority nor, to the best of Housing Authority's knowledge, any current or previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. On or prior to the Closing Date, Housing Authority shall not cause or permit the presence, use generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter Presley Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Code of Regulations, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. 51317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 56901 et seq. (42 U.S.C. 56903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 56901 et seq. (42 U.S.C. 59601).

9.2 Compliance with Environmental Laws. To the best of Housing Authority's knowledge, the Property and its present use complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the City within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Housing Authority, and all applicable federal, state, and local agencies and bureaus. The representations contained in this Section and Section 9.1 shall survive the Closing.

10. Escrow. Within five (5) business days after the execution of this Agreement by Housing Authority, the parties shall open escrow with Fidelity National Title, or such other Escrow Company to be mutually agreed upon (the "Escrow Agreement").

10.1 Escrow Fees, Charges and Costs. Purchaser and Housing Authority each agree to pay one-half of the fees, charges, and costs which arise from escrow. With respect to the

Sub-escrow for the transfer of the Park-Owned Manufactured Homes, the Purchaser and the Housing Authority will each bear the customary charges and fees allocable to buyer and seller, respectively, and agree to pay one-half of the fees charged by the Sub-escrow to facilitate the transfers.

10.2 Preliminary Title Report. Purchaser has received a Preliminary Title Report on the Real Property issued by the Title Company.

11. Escrow Instructions. This Agreement constitutes the joint escrow instructions of Purchaser and Housing Authority, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any state or national bank doing business in the State of California. All disbursements shall be made by check from such account. However, if escrow does not close within two (2) business days from deposit of the cash portion of the Purchase Price, the funds shall be deposited into an interest bearing account with such interest accruing to the benefit of the Purchaser.

If in the opinion of the Purchaser it is necessary or convenient in order to accomplish the Closing of this transaction, Purchaser may require that the parties sign supplemental escrow instructions as may be required by the Escrow Agent; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The Parties agree to execute such other and further documents as may be necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place when the conditions of Closing as set forth in Section 4 have been satisfied.

11.1 Proration/Adjustment Procedure. Escrow Agent is authorized and is instructed to comply with the following:

(a) Pay and charge Housing Authority for any unpaid delinquent taxes or assessments and/or penalties and interest thereon, and for its pro rata share through the Closing Date of nondelinquent taxes, assessments or bonds against the Property constituting a lien due in installments but not yet payable; and

(b) Purchaser shall be charged for its pro rata share following the Closing Date of all taxes, assessments or bonds constituting a lien due in installments but not yet payable. Escrow Agent shall prorate taxes consistent with the requirements of the Los Angeles County Tax Collector's office; and

(c) All revenues and expenses of Housing Authority relating to the Property (including, but not limited to, rental income, property taxes and assessments including supplemental taxes and assessments, and insurance) shall be prorated as of the Closing. Not less than two (2) business days prior to the Closing, Escrow Holder shall deliver to Purchaser and Housing Authority a tentative schedule of prorations ("Proration and Expense Schedule") for Purchaser's and Housing Authority's approval. Any and all supplemental taxes and/or assessments attributable to the Property (or any portion thereof) for events occurring prior to the Closing shall be Housing Authority's responsibility. Any and all supplemental taxes and/or assessments attributable to the Property (or any portion thereof) for events occurring on or after the Closing shall be Purchaser's

responsibility. If any prorations made under this Section shall require final adjustment after the Closing, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same; provided that no further corrections or adjustments shall be made after two (2) years following the Closing. Any corrected or adjustment proration shall be paid promptly in cash to the party entitled thereto.

(d) Except as otherwise set forth in this Agreement, all income and expenses of the Property shall be apportioned as of 12:01 a.m. on the Closing (the "Cut-off Time") as if Purchaser were vested with title to the Property during the entire day. Such prorated items include, without limitation, the following:

(e) As used herein, "rent" includes, but is not limited to, fixed monthly rental, additional rent, escalation rent, operating cost pass-throughs, parking and all other sums and charges payable by tenants under the Space Leases. All rents received by Housing Authority or Purchaser from tenants of the Property prior to the Closing which were earned and attributable to the period prior to the Closing will be retained by and/or paid to Housing Authority. Rents earned and attributable to the period beginning on the Closing and thereafter will be paid to Purchaser by the tenants, or credited to Purchaser at Closing (if such rents are received by Housing Authority prior to the Closing Date). If on the Closing Date there is rent which is past due under any Space Lease ("Delinquent Rentals"), such Delinquent Rentals shall not be credited to Housing Authority or Purchaser at the Closing. If Purchaser or its agents or Housing Authority or its agents collects payments of rent under the applicable Space Lease after the Closing, such rent shall be applied (i) first to reimburse the collecting party's reasonable out-of-pocket costs paid to third parties for the collection of Delinquent Rentals from such Tenant, (ii) second to Purchaser for rent (other than Delinquent Rentals) that are due and payable by such Tenant as of the date of collection, and (iii) third to Housing Authority in the amount of Delinquent Rentals attributable to the period of time prior to the Cut-off Time. Purchaser shall use Commercially Reasonable Efforts and cooperate with Housing Authority for 180 days after the Closing to collect all Delinquent Rentals. No later than the 15th day of each calendar month after the Closing, Purchaser shall deliver to Housing Authority a written report of the amount of rent collected in the preceding month pursuant to this Section 11.1(e) and pay to Housing Authority any Delinquent Rentals that are payable to Housing Authority. From and after the Closing (i) Housing Authority shall have no right to evict any tenant, and (ii) Housing Authority shall not undertake any actions to collect Delinquent Rentals from tenants without first receiving Purchaser's prior written consent, which consent Purchaser may withhold in its reasonable discretion. Between the Effective Date and the earlier of the Closing or termination of this Agreement, Housing Authority shall not apply any security deposits received from tenants, or any portions thereof, to the payment of Delinquent Rentals without Purchaser's prior written consent. The obligations of the parties under this Section 11.1(e) shall survive the Closing.

(f) Utility charges for gas, electric, water, sewer, cable and all other utility services shall be prorated at Closing on the basis of meter readings taken on the Closing or as soon prior to the Closing as possible. To the extent such meter readings are not available, the utility charges shall be prorated on the basis of the most recent actual (not estimated) bill for such utility and adjusted as necessary post-closing pursuant to Section 11.1(h) below. Housing Authority shall be entitled to the return of any deposits posted by it with any utility company servicing the Property.

(g) All actually paid operating costs through the Closing and unless provided otherwise hereinabove, such other items that are customarily prorated in a purchase and sale of the type contemplated hereunder, shall be prorated as of the Closing Date.

(h) At least five (5) business days prior to the Closing, Housing Authority shall submit to Purchaser a proration statement ("Proration Statement") which sets forth the foregoing prorated items together with reasonably detailed supporting documentation. To the extent any of the foregoing items of income or expense for the period prior to the Closing are received by Purchaser or billed to Purchaser after the Closing, and except as otherwise provided herein, Purchaser and Housing Authority shall re-prorate such income and expense items between themselves outside of Escrow within thirty (30) days following the date on which such items are received by Purchaser.

11.2 Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

(a) Pay and charge Housing Authority, with Housing Authority's prior written consent, for any amount necessary to place title in the condition necessary to satisfy Section 4 of this Agreement (Purchaser's sole remedy in the event that Housing Authority fails to agree to such payments or charges shall be termination of this agreement pursuant to Section 14); and

(b) Pay and charge Purchaser for any escrow fees, charges, and costs payable under Section 10.1 of this Agreement; and

(c) Disburse funds, deliver, and record the grant deed when conditions of this escrow have been fulfilled by Purchaser and Housing Authority; and

(d) Do such other actions as necessary, including obtaining policy of title insurance, to fulfill its obligations under this Agreement; and

(e) If the provisions of FIRPTA apply to the transaction memorialized in this Agreement, and unless Housing Authority is not a "foreign person" or an exemption applies, the Escrow Agent shall deduct and withhold from Housing Authority's proceeds ten percent (10%) of the gross sales price and shall otherwise comply with all applicable provisions of FIRPTA. Housing Authority and Purchaser agree to execute and deliver as directed by Escrow Agent any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and regulation promulgated thereunder. Housing Authority expressly agrees to execute a Certificate of Nonforeign Status by individual transferor and/or a Housing Authority's Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent; and

(f) Unless Housing Authority has filed a written certificate setting forth facts indicating that withholding is not required in accordance with Revenue and Taxation Code Section 18662, the Escrow Agent shall deduct and withhold from Housing Authority's proceeds three and one-third percent (3 1/3%) of the gross sales price and shall otherwise comply with the provisions of Revenue and Taxation Code Section 18662.

All time limits within which any matter herein specified is to be performed may be extended, but only by mutual agreement of the parties hereto, and by amendment of this Agreement. Any

amendment of, or supplement to, this Agreement must be in writing, and signed by both parties, hereto.

12. Additional Covenants.

12.1 Maintenance. From and after the Effective Date until the Closing, Housing Authority shall maintain the Property in the condition in which it existed as of the date of this Agreement, normal wear and tear and casualty damage excepted, free from mechanics' liens or other claims for liens by reason of work performed by or at the request of Housing Authority and not commit waste of or on the Property.

12.2 Operation. From and after the Effective Date until the Closing, Housing Authority shall cause the business located on the Property to be conducted consistent with past business practices at the Property, including the execution or, where applicable, termination of Leases, and the continuing of liability and property insurance coverage.

12.3 Contract Changes or New Contracts; Termination of Service Contracts. From and after the Effective Date until the Closing, Housing Authority may not enter into renewals, amendments, modifications or cancellations of existing Contracts or new Contracts without Purchaser's written approval, which such approval shall not be unreasonably withheld or delayed.

12.4 Alterations. No alterations to the physical condition of the Improvements costing in excess of an aggregate amount of \$10,000.00 will be made by Housing Authority without the prior written consent of Purchaser (which consent will not be unreasonably withheld, delayed or conditioned), except for restoration work in connection with a casualty or condemnation.

12.5 Notice of Violation. Housing Authority shall promptly notify Purchaser of any written notice received by Housing Authority after the Effective Date from any governmental authority regarding any violation of any law relating to the Property.

12.6 Notification. Between the Effective Date and the earlier of the Closing or the termination of this Agreement, Housing Authority shall promptly notify Purchaser in writing of any material loss, damage, injury or other casualty in, on or about the Real Property.

12.7 Notice to Residents. At the Closing, Housing Authority and Purchaser shall jointly send a written notice ("Notice to Residents") in the form attached hereto as Exhibit "F" to each Resident advising of the sale of the Property to Purchaser as contemplated under this Agreement.

12.8 Service Contracts. No later than five (5) Business Days prior to the expiration of the Conditions Precedent Period, Purchaser shall notify Housing Authority of all Service Contracts Purchaser desires to be terminated on or before the Closing Date and, no later than five (5) Business Days following receipt of such notice, Housing Authority shall send to each vendor under any such Service Contract a termination notice as permitted by the express terms of such Service Contract (and shall concurrently send a copy thereof to Purchaser); provided however, that (i) Housing Authority shall be responsible for any cancellation or termination fees, penalties and costs payable with respect to the Service Contracts so terminated, and (ii) the effective date of termination shall not be earlier than the Closing Date unless Housing Authority elects to terminate

the Service Contract earlier than the Closing Date. To the extent that the consent or approval of a third party is required to assign any Service Contract to Purchaser, Housing Authority shall use its Commercially Reasonable Efforts to secure such consent and approval prior to the Closing Date.

12.9 **Originals.** Upon the Closing, Housing Authority shall deliver to Purchaser the originals (or, if any original is not within Housing Authority's possession, a copy) of all Space Leases and Service Contracts, to the extent within Housing Authority's possession, custody or control.

13. Condemnation and Property Damage.

13.1 **Damage to Property.** If, prior to Closing, all or any portion of the Property is damaged by fire or other casualty (collectively "Damage"), Housing Authority will give Purchaser prompt written notice of such event, and the following procedures shall apply:

(a) **\$100,000 or Less.** If the estimated aggregate cost of repair and/or replacement of the Damage is One Hundred Thousand and No/100 Dollars (\$100,000.00) or less as reasonably determined by Housing Authority, Purchaser shall: (A) proceed with the Closing and take the Property subject to such Damage; (B) be entitled to receive any insurance proceeds for such Damage; and (C) not be entitled to a reduction in the Purchase Price equal to the cost of repairing such Damage that is not covered by the insurance proceeds actually received by Purchaser.

(b) **Greater than \$100,000.** If the estimated aggregate cost of repair and/or replacement is greater than One Hundred Thousand and No/100 Dollars (\$100,000.00) as reasonably determined by Housing Authority, Purchaser may elect to either: (A) terminate this Agreement by written notice to Housing Authority, and neither party shall have any further liability to the other hereunder, except as otherwise provided herein; or (B) proceed with the Closing and take the Property subject to such Damage by giving written notice to Housing Authority within thirty (30) days after the date of such Damage, in which case Purchaser shall be entitled to receive any insurance proceeds for such Damage but shall not be entitled to any Purchase Price reduction. If Purchaser fails to make an election within the time stated in this subsection, Purchaser shall be deemed to have elected option (B).

13.2 **Condemnation.** In the event of the actual or threatened taking by exercise of right of eminent domain of all of the Property, or one or more portions of the Property such that the taking will materially interfere with the economic operation or use of the Property, of which Housing Authority has knowledge prior to the Closing, Housing Authority will give Purchaser prompt written notice of such event and Purchaser may elect to terminate the Escrow and this Agreement by giving written notice of termination to Housing Authority within ten (10) business days after Housing Authority has given Purchaser notice of such event (and the Closing Date shall be postponed to the extent necessary to allow that period to expire). In the event of such termination, except for those obligations under this Agreement that expressly survive termination of this Agreement, neither party shall have any further obligation or liability to the other party. If Purchaser does not so elect to terminate the Escrow and this Agreement, then the Closing shall take place as herein provided without any abatement of the Purchase Price, and at the Closing Housing Authority shall assign to Purchaser, by written instrument, but without recourse, all of Housing Authority's right, title and interest in and to any condemnation award which may be payable to Housing Authority on account of such condemnation. If prior to the Closing one or more portions of the Property shall be taken by exercise of right of eminent domain in a manner which does not give

Purchaser the right to terminate the Escrow and this Agreement, the Closing shall take place as provided in the preceding sentence. For purposes of this Section 13.2, a taking shall not be deemed to be “threatened” unless and until funds for the payment of the anticipated compensation for such taking have been appropriated or some formal action with respect to such taking shall have been taken or some written notice thereof shall have been given to Housing Authority by a governmental body possessing powers of eminent domain.

14. Termination. If escrow is not in condition to close by the Closing Date, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate this Agreement. If neither party has fully complied with the provisions of escrow, no demand for return of documents shall be recognized and this Agreement shall not terminate until five (5) days after Escrow Agent shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Purchaser, however, shall have the sole option to withdraw all funds deposited in escrow for the acquisition of the Property. Termination of this Agreement shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible.

15. Nondiscrimination Covenant. Purchaser covenants and agrees for itself and its respective successors, assigns, and every successor in interest to the Site or any part thereof that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed and shall include the following covenants on any deeds, leases or contracts with respect thereto. The foregoing covenants shall run with the land.

(a) **In Deeds:** “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(b) **In Leases:** “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(c) **In Contracts:** “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. The foregoing covenants shall run with the land.

16. General Provisions.

16.1 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Purchaser and Housing Authority and their respective heirs, personal representatives, successors and assigns. Purchaser shall not assign this Agreement or any interest or right under this Agreement or under the escrow prior to the close of escrow without obtaining the prior written consent of Housing Authority which shall not be unnecessarily withheld. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

16.2 **Attorneys’ Fees.** In any action between the parties to interpret, enforce, award, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled to, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys’ fees.

16.3 **Approvals and Notices.** Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To Housing Authority: Lancaster Housing Authority
44933 North Fern Avenue
Lancaster, California 93534
Attention: Executive Director

With Copies To: Stradling Yocca Carlson and Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Allison E. Burns

To Purchaser: Caritas Affordable Housing, Inc.
5520 Trabuco Road
Irvine, California 92620
Attention: Randy R. Redwitz, CEO

With Copies To: Squire Sanders (US) LLP
555 South Flower Street, Suite 3100
Los Angeles, California 90071
Attention: Harriet M. Welch

16.4 Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Los Angeles County.

16.5 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

16.6 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” This Agreement shall be interpreted as though prepared jointly by both parties. As used herein, “Commercially Reasonable Efforts” shall mean those efforts that a reasonably prudent and diligent businessperson would undertake in similar circumstances, and which do not require the party undertaking such efforts to file legal actions, or pay money (other than amounts payable by such party to such party’s employees, agents, consultants and advisors as reasonably necessary for the pursuit of such efforts) or incur additional liability in the course of pursuing such efforts.

16.7 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

16.8 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

16.9 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or

unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

16.10 Offer. Any delivery of unsigned copies of this Agreement is solely for the purpose of review by the party to whom delivered, and neither the delivery nor any prior communications between the parties, whether oral or written, shall in any way be construed as an offer by Purchaser, nor in any way imply that Purchaser is under any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by Housing Authority constitutes an offer which shall not be deemed accepted by Purchaser unless and until Purchaser has signed this Agreement. This is not a binding agreement until and unless executed on behalf of Housing Authority by its Executive Director or his designee after adoption of a resolution or minute action by Housing Authority.

16.11 Right of Access. Purchaser shall first be entitled to possession of the Property on and after the Closing Date. Prior to the Closing date, Purchaser, and its representatives, agents, employees, contractors and designees shall have the right of access to the Property at all reasonable times for the purpose of making necessary and appropriate inspections, tests, borings, samplings, surveys, etc. Purchaser shall save and protect Housing Authority against any liability and/or claims resulting from such access or use of the Property undertaken pursuant to this Section.

16.12 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

16.13 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

16.14 Time of Essence. Time is expressly made of the essence with respect to the performance by Purchaser and Housing Authority of each and every obligation and condition of this Agreement including, without limitation, the Closing.

16.15 Cooperation. Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

16.16 Facsimile/Email Signatures. Any signature on this Agreement, or any amendment or modification thereof or any document or instrument signed by either of the parties in connection therewith, that is sent by facsimile or email shall be considered valid and binding. A

party sending a facsimile or email signature shall on the same day send the executed document to Escrow Holder and to the other party hereto by mail, courier or overnight courier.

16.17 Terrorism/Governmental Action. Each party warrants and represents to the other party that the representing party is not, and shall not become, a person or entity with whom such other party is restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any Applicable Law, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action, and is not and shall not knowingly engage in any dealings or transaction or otherwise knowingly be associated with such persons or entities.

17. Agreement in Total.

17.1 Merger of Prior Agreements and Understandings. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Housing Authority is entering this Agreement based solely upon the representations set forth herein and upon Housing Authority own independent investigation of any and all fact Housing Authority deems material.

17.2 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

17.3 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-nine (29) pages and the following exhibits:

- Exhibit “A” Legal Description
- Exhibit “B” Grant Deed
- Exhibit “C” General Assignment and Bill of Sale, including Schedule 1 – Personal Property and Schedule 2 – Intangible Property
- Exhibit “D” Assignment of Space Leases, including Schedule 1 – Listing of Space leases
- Exhibit “E” Assignment of Service Contracts, including Schedule 1 – Listing of Service Contracts
- Exhibit “F” Notice to Residents
- Exhibit “G” Park-Owned Manufactured Homes
- Exhibit “H” “HOME Unit Spaces

IN WITNESS WHEREOF, the Purchaser and Housing Authority have signed this Agreement as of the date first written above.

HOUSING AUTHORITY:

LANCASTER HOUSING AUTHORITY, a public body, corporate and politic

By: _____
Name: _____
Its: _____

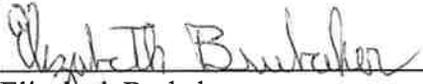
ATTEST:

Housing Authority Secretary

APPROVED AS TO FORM:

Housing Authority Counsel

APPROVED BY DIRECTOR:



Elizabeth Brubaker
Director, Housing & Neighborhood Revitalization

PURCHASER:

CARITAS AFFORDABLE HOUSING, INC., a California nonprofit public benefit corporation

By: 
Name: Robert D. DeSantis
Its: CEO

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to in this report is situated in the City of Lancaster, in the County of Los Angeles, State of California, and is described as follows:

Parcel 1:

The East half of the East half of the North half of Lot 1 in the Northwest quarter of Section 18, Township 7 North, Range 11 West, San Bernardino Meridian, in the City of Lancaster County of Los Angeles, State of California, according to the official plat of said land.

Parcel 2:

The West half of the East half of the North half of Lot 1 in the Northwest quarter of Section 18, Township 7 North, Range 11 West, San Bernardino Meridian, in the City of Lancaster, County of Los Angeles, State of California, according to the official plat of said land.

Except any part included in County roads.

Except oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through and to sue and occupy all parts of the property lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said property or other lands, but without, however, any right to use either the surface of the property of any portion thereof within five hundred (500) feet of the surface for any purpose purposes whatsoever, or to sue the property in such a manner as to create a disturbance to the use or enjoyment of the property, as reserved by Lancaster Housing Authority, a public body corporate and politic by deed recorded November 26, 1997 as Instrument No. 97-1874568.

Assessor's Parcel No: 3150-023-903 and 3150-023-902

EXHIBIT "B"

WHEN RECORDED MAIL TO and
MAIL TAX STATEMENTS TO:

Caritas Affordable Housing, Inc.
5520 Trabuco Road
Irvine, California 92620
Attention: John Woolley

(Space above for recorder's use only)
No recording fee pursuant to Government Code Section 6103

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **LANCASTER HOUSING AUTHORITY**, a public body, corporate and politic hereby GRANT(S) to **CARITAS AFFORDABLE HOUSING, INC.**, a California nonprofit public benefit corporation, the real property in the City of Lancaster, County of Los Angeles, State of California, described in the Legal Description attached hereto as Attachment No.1 and incorporated herein.

The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Dated: _____, 2014

LANCASTER HOUSING AUTHORITY, a public
body, corporate and politic

By: _____
Name: Mark Bozigian
Its: Executive Director

ATTACHMENT NO. 1

LEGAL DESCRIPTION

The land referred to in this report is situated in the City of Lancaster, in the County of Los Angeles, State of California, and is described as follows:

Parcel 1:

The East half of the East half of the North half of Lot 1 in the Northwest quarter of Section 18, Township 7 North, Range 11 West, San Bernardino Meridian, in the City of Lancaster County of Los Angeles, State of California, according to the official plat of said land.

Parcel 2:

The West half of the East half of the North half of Lot 1 in the Northwest quarter of Section 18, Township 7 North, Range 11 West, San Bernardino Meridian, in the City of Lancaster, County of Los Angeles, State of California, according to the official plat of said land.

Except any part included in County roads.

Except oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through and to sue and occupy all parts of the property lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said property or other lands, but without, however, any right to use either the surface of the property of any portion thereof within five hundred (500) feet of the surface for any purpose purposes whatsoever, or to sue the property in such a manner as to create a disturbance to the use or enjoyment of the property, as reserved by Lancaster Housing Authority, a public body corporate and politic by deed recorded November 26, 1997 as Instrument No. 97-1874568.

Assessor's Parcel No: 3150-023-903 and 3150-023-902

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of 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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT "C"

GENERAL ASSIGNMENT AND BILL OF SALE

IN CONSIDERATION of good and valuable consideration paid to the Lancaster Housing Authority, a public body, corporate and politic (the "Housing Authority"), the receipt of which is hereby acknowledged, Housing Authority does hereby ASSIGN, GRANT, CONVEY AND WARRANT to CARITAS AFFORDABLE HOUSING, INC., a California nonprofit public benefit corporation ("Purchaser"), all of the personal property listed in Schedule 1 hereto (the "Personal Property"), all Intangible Personal Property (as defined in the Purchase Agreement), including but not limited to that listed in Schedule 2 hereto, and the Improvements (as defined in the Purchase Agreement), as further described in that certain Purchase and Sale Agreement dated April 22, 2014, between Housing Authority and Purchaser (as amended, the "Purchase Agreement"), including, without limitation, all of Housing Authority's right, title and interest in and to fixtures, machinery and equipment situated on and used in connection with the operation of the Real Property to the extent the same constitute personal property or general intangibles;

Housing Authority does hereby bind Housing Authority and Housing Authority's successors and assigns to WARRANT AND FOREVER DEFEND all and individually the Improvements, Personal Property, and General Intangibles, into Purchaser, Purchaser's successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under Housing Authority.

Housing Authority hereby agrees to indemnify and hold harmless Purchaser from any and all liability, loss, cost, damage or expense (including, without limitation, attorneys' fees) which Purchaser may incur as a result of any breach or default hereunder by Housing Authority, and from any and all claims and demands whatsoever which may be asserted against Purchaser by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained herein, which claims or demands arise from events occurring prior to the date hereof. If Purchaser incurs any such liability, loss or damage or in defense against any such claims or demands, the amount thereof (including costs, expenses and reasonable attorneys' fees), together with interest thereon at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, shall be reimbursed to Purchaser by Housing Authority immediately upon demand.

Purchaser hereby agrees to indemnify and hold harmless Housing Authority from any and all liability, loss, cost, damage or expense (including, without limitation, attorneys' fees) which Housing Authority may incur as a result of any Purchaser breach or default hereunder, and from any and all claims and demands whatsoever which may be asserted against Housing Authority by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained herein, which claims or demands arise from events occurring on or after the date hereof. If Housing Authority incurs any such liability, loss or damage or in defense against any such claims or demands, the amount thereof (including costs, expenses and reasonable attorneys' fees), together with interest thereon at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, shall be reimbursed to Housing Authority by Purchaser immediately upon demand

BY ACCEPTANCE OF THIS GENERAL ASSIGNMENT AND BILL OF SALE, PURCHASER ACKNOWLEDGES THAT IT HAS INSPECTED THE IMPROVEMENTS,

PERSONAL PROPERTY, AND GENERAL INTANGIBLES AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH IMPROVEMENTS, PERSONAL PROPERTY, AND GENERAL INTANGIBLES "AS IS" EXCEPT AS OTHERWISE SET FORTH IN THE PURCHASE AGREEMENT.

Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Purchase Agreement.

EXECUTED to be effective as of the ____ day of _____, 2014.

HOUSING AUTHORITY:

LANCASTER HOUSING AUTHORITY, a public body, corporate and politic

By: _____
Name: _____
Its: _____

PURCHASER:

CARITAS AFFORDABLE HOUSING, INC., a California nonprofit public benefit corporation

By: 
Name: ROBERT D. DELEON
Its: CEO

SCHEDULE 1
Personal Property

Schedule 1 Attached to Exhibit C

Desert Sands Estates

INVENTORY

Equipment Name	Model#	Serial #
Yardman Edger	25B554F201	1D178K50061
Power Washer	020349	1015789478
Lawn Mower Push	11A416H729 407-759	1L172K212492
Chain Saw (broken)	PP4218AVX82145	09189D401657
Chain Saw	421802035	05026D300149
Homelite Gas Blower (broken)	UTO8931	AF3450426
Riding Mower (Sears Craftsman)	917287220	09270780114304
Automatic Charger (golf cart)	N/A E-Z GO Charger	
Power Wise (Charger)	139935	28115E04
Blower Pro Poulan	966454201	

GARAGE:

- 1-gas valve wrench for master valve at front of park (RED)
- 1-Water valve wrench for individual turn off stations throughout the park (BLUE)
- 1-Bolt cutter (RED)
- 1-Face Sheild
- 2-Hard Hats (Yellow)
- 1-Square head shovel
- 1-Round head shovel
- 1-Corona Red Pruner
- 1-Extended Tree Trimmer saw
- 1-small square head shovel
- 1-pair rain boots
- 1-5 gallon gas can
- 1-Pik
- 1-Plastic Rake

ORANGE TOOL BOX:

- 1-pair of pliers
- 10-small screw drivers
- 2-small screw drivers
- 1-Caution Tape
- 1-leather tool belt

YELLOW (GAS EMERGENCY) TOOL BOX:

1-roll Caution Tape
1-hammer
1-retractable measuring tape
2-10" wrenches
1-14" pipe wrench
3-flat head screw drivers various sizes
5-phillips screw drivers various sizes
1-pack of batteries
1-multi L-Wrench tool

WORK ROOM (NORTH SIDE OF CLUBHOUSE):

7-Picture Frames
3-Safety Award Frames
1-Clock with wood frame
1-30ft square blue tarp
1-8ft ladder
1-12ft ladder
6-water meters
5-gas meters/9-regulators
1-metal multi-shelf unit
1-holigen 35 light
5-70/s62 bulbs
9-13 watt bulbs
2-30 watt bulbs
1-70 watt bulb
2-lights for pool
3-3/4" 24' steel pipes
1-3/4' 48' steel pipe
1-spool of trimmer line
2-oil filters
2-bags of concrete
3-bags of pavement repair
5-bags rock salt
11-cans of spray paint
5-cans of wood stain
1-can of blue chalk
1-area rug

HEATER ROOM:

1-metal wall cabinet
1-broom/dust pan
1-mop
1-yellow rolling bucket with detachable wringer
1-small blue bucket
1-Eureka Vacuum Cleaner

EXERCISE ROOM:

1-multi station weight machine
1-slant board

ENCLOSED AREA BEHIND OFFICE:

1-water pump/C48L2N134
1-wood chipper/8hp/678 Commercial Duty
1-Agri Fab Spreader 45-021147155

POOL FURNITURE:

24-plastic chairs
4-small round tables
8-square plastic side tables
6-lounge chairs
1-ash tray/trash can
1-large trash can/ash tray
1-clock
1-thermometer
2-water hoses

POOL SUPPLY ROOM:

1-pool filter/heater (new one installed 8-16-12)
1-spa filter/heater
1-vacuum head with extended pole/blue hose
1-net with extended pole
1-body hook with extended pole
1-orange regulation life preserver with rope
1-water testing kit
various supplies
1-fire extinguisher
1-eyewash station

CLUBHOUSE BILLIARD ROOM:

- 1-pool table/pool balls/rack/and supplies (in office)
- 1-free standing table
- 1-framed picture
- 1-pool stick wall rack
- 61-stackable chairs
- 37-folding chairs
- 12-tables various sizes

MAIN ROOM CLUBHOUSE

- 1-6ft. sofa/2 small throw pillows
- 1-cherry wood coffee table
- 1-area rug
- 1-bookcase/with books
- 1-double hanging white plant hanger
- 1-ivory reception table small rectangular in shape with gold trim

KITCHEN

- 2-32oz ivory tall kitchen trash cans
- 1-stove countertop type
- 1-oven/microwave combo
- 1-white refrigerator
- 1-ivory/wood dishwasher
- 1-fire extinguisher
- 1-eyewash station (inside closet)
- 1-coffee maker

FRONT OFFICE

- 2-Motivational Pictures framed
- 1-Fair Housing picture framed
- 1-framed mirror
- 1-3-sectional desk (cherry wood)
- 2-stands with single drawer (cherry wood)
- 1-small trash can

BACK OFFICE

- 1-3-sectional desk/with various office equipment
- 1-office chair
- 1-sparkletts water dispenser (under contract)
- 1-computer desk with surveillance monitor/computer/mouse/keyboard
- 3-tall file cabinets (4-drawer) 2-brown, 1-black

2-low (2 drawer) file cabinets black
1-konica copier (under contract)
1-small bulletin board
1-large bulletin board

Schedule 2
Intangible Property

NONE

Schedule 2 Attached to Exhibit C

EXHIBIT "D"

ASSIGNMENT OF SPACE LEASES

THIS ASSIGNMENT AND ASSUMPTION OF SPACE LEASES ("Assignment"), is made as of the ___ day of _____, 2014, by and between the Lancaster Housing Authority, a public body, corporate and politic ("Assignor"), and Caritas Affordable Housing, Inc., a California nonprofit public benefit corporation ("Assignee").

RECITALS

Pursuant to the terms and conditions of the Agreement, Assignor desires to assign to Assignee and Assignee desires to assume from Assignor certain rights and obligations under those certain leases affecting the Real Property, as amended or modified, as listed on Schedule 1 hereto (collectively, the "Space Leases").

NOW THEREFORE, Assignor and Assignee agree as follows:

ARTICLE I

ASSIGNMENT OF SPACE LEASES

1.1 Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to all Space Leases affecting the Real Property as of the Effective Date (as such term is hereinafter defined). Except as otherwise disclosed in writing to the Assignee, to Assignor's actual knowledge, there are no existing defaults, nor has Assignor received notice of any threatened or contemplated defaults, under the Space Leases.

1.2 Assumption. Assignee hereby accepts the foregoing assignment, assumes the Space Leases for the benefit of Assignor and agrees to timely keep, perform and discharge all of the obligations of the lessor under the Space Leases that accrue from and after the Effective Date hereof

1.3 Assignor Indemnification. Assignor hereby agrees to indemnify and hold harmless Assignee from any and all liability, loss, cost, damage or expense (including, without limitation, attorneys' fees) which Assignee may incur under the Space Leases, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained therein, which claims or demands arise from events occurring prior to this Assignment. If Assignee incurs any such liability, loss or damage under any such Space Lease or in defense against any such claims or demands, the amount thereof (including costs, expenses and reasonable attorneys' fees), together with interest thereon at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, shall be reimbursed to Assignee by Assignor immediately upon demand.

1.4 Assignee Indemnification. Assignee hereby agrees to indemnify and hold harmless Assignor from any and all liability, loss, cost, damage or expense (including, without limitation, attorneys' fees) which Assignor may incur under the Space Leases, and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligation or undertaking on its par to perform or discharge any of the terms, covenants or agreements contained therein, which claims or demands arise from events occurring after this Assignment. If Assignor

incurs any such liability, loss or damage under any such Space Lease, or in defense against any such claims or demands, the amount thereof (including costs, expenses and reasonable attorneys' fees), together with interest thereon at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, shall be reimbursed to Assignor by Assignee immediately upon demand.

1.5 Effective Date. The "Effective Date" of this Assignment shall be the date the Grant Deed is recorded in the Official Records of the Los Angeles County Recorder.

ARTICLE II

MISCELLANEOUS

2.1 Attorneys' Fees. In the event of any litigation arising out of the subject matter of this Assignment, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

2.2 Inurement. This Assignment shall inure to the benefit of Assignor and Assignee and their respective successors, loan participants, parent corporations, subsidiaries, affiliates and successors-in-interest.

2.3 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ASSIGNOR:

LANCASTER HOUSING AUTHORITY, a public body, corporate and politic

By: _____
Name: _____
Its: _____

ASSIGNEE:

CARITAS AFFORDABLE HOUSING, INC., a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

SCHEDULE 1
SPACE LEASES

Schedule 1 Attached to Exhibit D

EXHIBIT "E"

ASSIGNMENT OF SERVICE CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS ("Assignment"), is made as of the ____ day of _____, 2014, by and between the Lancaster Housing Authority, a public body, corporate and politic ("Assignor"), and CARITAS AFFORDABLE HOUSING, INC., a California nonprofit public benefit corporation ("Assignee").

W I T N E S S E T H:

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated April 22, 2014 ("Agreement"), for the purchase and sale of that certain real property ("Real Property") more particularly described in the Agreement.

B. This Assignment is being made pursuant to the terms of the Agreement for the purpose of assigning to Assignee all of Assignor's rights, title and interest in and to those certain contracts, warranties and guarantees, described in Schedule I hereto together with all supplements, amendments and modifications thereto (collectively, the "Contracts") and all of Assignor's interest in those certain permits and licenses affecting the Real Property described in Schedule I hereto (collectively, the "Licenses and Permits").

C. Concurrently with the delivery of this Assignment, Assignor has conveyed to Assignee and Assignee has acquired from Assignor that certain real property located in Lancaster, County of Los Angeles, State of California ("Real Property"), as more particularly described in the Agreement.

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

1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee the Contracts and the Licenses and Permits and all of Assignor's right, title, interest, benefits and privileges thereunder as of the Effective Date hereinafter defined, and Assignee hereby accepts such Assignment.

2. Assignor hereby agrees to indemnify and hold harmless Assignee from any and all liability, loss, cost, damage or expense (including, without limitation, attorneys' fees) which Assignee may incur under the Contracts and the Licenses and Permits, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained therein, which claims or demands arise from events occurring prior to this Assignment. If Assignee incurs any such liability, loss or damage under any such License and Permit or Contract or in defense against any such claims or demands, the amount thereof (including costs, expenses and reasonable attorneys' fees), together with interest thereon at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, shall be reimbursed to Assignee by Assignor immediately upon demand.

3. Assignee hereby agrees to indemnify and hold harmless Assignor from any and all liability, loss, cost, damage or expense (including, without limitation, attorneys' fees) which

Assignor may incur under the Contracts and the Licenses and Permits, and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained therein, which claims or demands arise from events occurring after this Assignment. If Assignor incurs any such liability, loss or damage under any such License and Permit or Contract or in defense against any such claims or demands, the amount thereof (including costs, expenses and reasonable attorneys' fees), together with interest thereon at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, shall be reimbursed to Assignor by Assignee immediately upon demand.

4. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by Assignor under the Contracts and the Licenses and Permits. Said assumption shall have application only to those obligations under the Contracts and the Licenses and Permits first accruing or arising on or after the Effective Date of this Assignment and shall have no application to obligations accruing or arising prior to said date.

5. The "Effective Date" of this Assignment shall be the date the Grant Deed is recorded in the Official Records of the Los Angeles County Recorder.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

7. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

8. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

9. This Assignment shall be governed by, interpreted under, and construed in accordance with the laws of the State of California.

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

ASSIGNOR:

LANCASTER HOUSING AUTHORITY, a public body, corporate and politic

By: _____
Name: _____
Its: _____

ASSIGNEE:

CARITAS AFFORDABLE HOUSING, INC., a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

SCHEDULE 1
SERVICE CONTRACTS

Schedule 1 Attached to Exhibit E



42630 - 10th Street West, Suite 3 • Lancaster, California 93534
(861) 842-2916

SERVICE AGREEMENT

NEW RENEWAL
INVOICE # 1-5-2012

FIRM NAME Desert Sands Estates DATE 12/28/11
ADDRESS 4511 25th Street East FROM 2/6/12
CITY & ZIP Lancaster, CA 93535 TO 2/5/13
PHONE # 723-0080 COST OF AGREEMENT \$1,245.00
EQUIPMENT Konica 200 Discounted Price is \$945.00
if Paid by 1/11/12.
Discounted Price is \$1,095.00
if Paid by 1/18/12.

TERMS AND CONDITIONS

- Under this agreement, AMERIMAC will make all needed repairs and replace all necessary parts. Drums, toner, developer, fuser rollers and Preventive Maintenance Kits are (—) included in this agreement. Electrical parts are included only if equipment is on an authorized surge suppressor.
- Unless terminated as hereafter provided, this agreement shall continue in force for a period of (1 Year) or 30,000 copies. Beginning meter reading _____
- This equipment shall be in good mechanical condition on the date of commencement of this agreement.
- Service to be rendered during normal business hours of AMERIMAC and performed on the customers premises.
- This agreement does not apply to servicing required for damage from fire, water, accident, misuse, neglect, theft, riot, earthquake, electrical power problems, abuse or excessive use of equipment. In no event shall AMERIMAC be liable to customers for loss due to business interruption or any direct, indirect, incidental, special, or consequential damage or loss.
- This agreement does not apply to repairs and labor made necessary by customers use of supplies other than those approved by AMERIMAC. It does not include installation of parts or supplies not purchased from AMERIMAC. AMERIMAC recommended maximum monthly volume _____
- Reconditioning/Overhaul
In the event of a shop reconditioning/overhaul is needed, in the opinion of AMERIMAC Service Dept., (definition: normal repair and parts replacement cannot keep the equipment operating properly or keep the equipment in factory specifications) AMERIMAC will submit a cost estimate of needed repairs which are not covered under this agreement. If the customer wishes to not authorize such work, AMERIMAC can refuse to continue to service said copier under this agreement.
- This maintenance agreement may be canceled by either party with a 15 day written notice. AMERIMAC will refund the amount paid, minus the cost of parts and labor to the period of cancellation.
- Special terms and conditions, Includes Parts, Labor and Consumable Supply items except Paper.

Customer's Signature * Linda Peterson (Manager)
Authorized AMERIMAC signature J. Sprague

WHITE: OFFICE COPY YELLOW: CUSTOMER COPY

Property I.D.:	<u>20DES</u>
Vendor Code:	<u>AME 426</u>
Account #	<u>5413</u> \$ <u>945.00</u>
Account #	_____ \$ _____
Account #	_____ \$ _____

EXHIBIT G
PARK-OWNED MANUFACTURED HOMES

Exhibit G-1

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

REGISTRATION CARD MOBILEHOME

DECAL NO. LAV3289

MANUFACTURER NAME/ID NATL PREBUILT MFG CORP/90073		TRADE NAME HIGHLAND	MODEL HIGHLAND RMH450	DOM 04/27/89	DOT 04/28/89	DFS 02/18/94	SPC	EXPIRATION			
U	SERIAL NUMBER	LABEL/INSIGNIA NUMBER		WEIGHT	LENGTH	WIDTH	ISSUED	SCC	EXEMPT	USE	TYPE
1	VN02524A	RAD489530		019536	000720	000168	10/24/94	19		SFD	LPT
2	VN02524B	RAD489531		020460	000720	000168					
3							TOTAL FEES PAID:				
4							\$72.00				
5											
6											

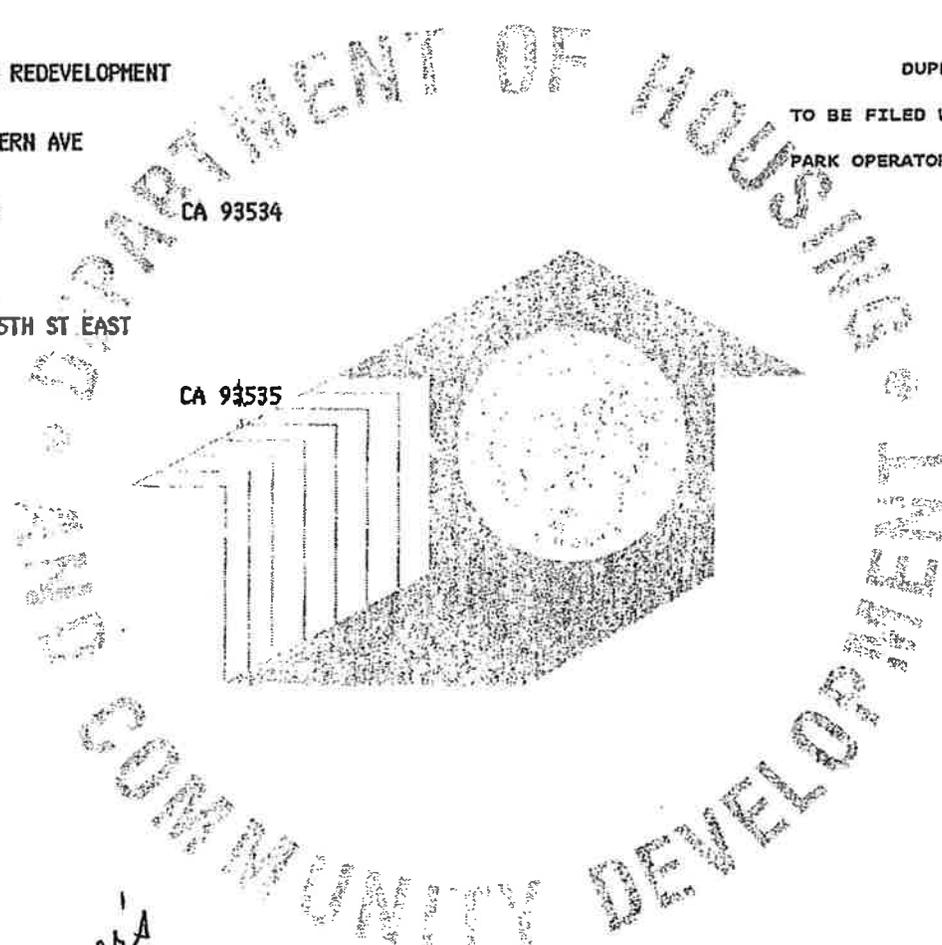
A LANCASTER REDEVELOPMENT
 D AGENCY
 D 44933 N FERN AVE
 R LANCASTER CA 93534
 E
 S
 S
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LANCASTER REDEVELOPMENT
 AGENCY
 44933 N FERN AVE
 LANCASTER CA 93534

45111 N 25TH ST EAST
 LANCASTER CA 93535

DUPLICATE COPY

TO BE FILED WITH THE MOBILEHOME
 PARK OPERATOR AS REQUIRED BY LAW



Manager's Home
 5/21/23

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IMPORTANT
 THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

01-292-00681

0100009

EXHIBIT H
HOME UNIT SPACES

Desert Sands Estates

Unit #	Decal #	Last Name
11	LB17301	Durment Chuck
13	LBF8986	Canfield, Kathleen
17	LBF8637	Olson, Karolin
21	LAL7948	Custer, Patricia
37	LBI6626	Polee, Nina
40	XMH2716	Gomez, Mia
57	LBI8617	Cabanlit, Neil & Celeste
59	LBI1469	Flores, Thomas & Jennifer
64	LBI18351	Albert, Marie & Ronald
65	LBI6946	Cheek, Charles & Louise
69	LBI7114	Zuniga, Samantha
74	LBB3529	Walker Esther
75	LBI6947	Lark, Jeanette
88	LBK8990	Thomas, Shyshin
101	LBJ4964	Gonzalez
105	LBJ6768	Liggette-Dustin/Wilson-Courtney
107	LAT4751	Cantalupo-Christi/Cales-Marnel
112	LBI9877	Talley, Lucinda