

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Heritage Point)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (the "Agreement") is dated December 1, 2017 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation (the "CHDC"), and Heritage Point A/G, L.P, a California limited partnership (the "Partnership").

RECITALS

A. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with California Health and Safety Code Section 34176. In its capacity as housing successor, the County owns certain real property, fronting the east side of Fred Jackson Way, between Grove Street and Chesley Avenue, in North Richmond, (the "Site").

B. Pursuant to a Disposition and Development Agreement dated as of May 9, 2017 by and between CHDC and the County (the "Initial DDA"), the County agreed to sell the Site to CHDC for the development of affordable housing and related residential and commercial improvements as a unified development.

C. The County has subdivided the Site into two parcels through a metes and bounds division, to facilitate the construction of forty-two (42) housing units and attendant improvements on one parcel of the Site (the "Housing Development") and commercial and retail improvements on the adjacent parcel of the Site (the "Commercial Development").

D. CHDC has formed the Partnership to facilitate the construction of the Housing Development. Concurrently herewith, the County and the Partnership are entering into a Disposition, Development, and Loan Agreement (the "DDLA") pursuant to which the County has agreed to sell to the Partnership, the portion of the Site on which the Housing Development will be constructed (the "Housing Property"). The County and CHDC are also entering into an Amended and Restated Disposition and Development Agreement which will replace the Initial DDA regarding the sale to CHDC of the portion of the Site on which the Commercial Development will be constructed.

E. The County, as housing successor to the Former Agency, has Low and Moderate Income Housing Asset Funds (the "Affordable Housing Funds") which must be used in compliance with the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) as amended by California Health and Safety Code Section 34176.1. The County previously loaned CHDC Eight Hundred Seventy-Seven Thousand Two Hundred Dollars (\$877,200) of Affordable Housing Funds to assist in predevelopment costs for the development of the Site (the "Predevelopment Loan").

F. In support of the construction of the Housing Development, the County has agreed to: (i) assign the Predevelopment Loan to the Partnership, (ii) forgive the accrued interest on the Predevelopment Loan to CHDC, and (iii) provide new financing to the Partnership (the "New Financing") pursuant to the DDLA.

G. Concurrent with the assignment and assumption of the Predevelopment Loan, the documents evidencing the Predevelopment Loan will be terminated and replaced with the DDLA.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Representations of CHDC. CHDC represents and warrants that:
 - a. It has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights, title, or interest in or obligations in the Predevelopment Loan.
 - b. No event has occurred and is continuing which would constitute a default and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default under any of the documents evidencing the Predevelopment Loan.
2. Forgiveness of Interest. Subject to the Partnership's execution of the DDLA, the County agrees to forgive to CHDC, all interest on the Predevelopment Loan accrued as of the date of the transfer of the Housing Property to the Partnership.
3. Assignment of Predevelopment Loan.
 - a. Assignment. CHDC hereby assigns to the Partnership all of CHDC's rights, title, and interest in and obligations under the Predevelopment Loan (the "Assignment").
 - b. Assumption. The Partnership hereby accepts the Assignment and assumes CHDC's obligation to repay the Predevelopment Loan, in accordance with the terms of a promissory note from the Partnership to the County to be executed concurrently with the DDLA.
 - c. County Consent. Subject to the Partnership's execution of the DDLA, the County consents to the Assignment.
4. Termination of Predevelopment Loan Documents. Upon execution of the DDLA by the Partnership, the documents evidencing the Predevelopment Loan will terminate and will be superseded by the DDLA.
5. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

6. Attorneys' Fees Enforcement. If any attorney is engaged by any party hereto to enforce or defend any provision of this Agreement, the prevailing party or parties are entitled to costs and reasonable attorneys' fees.

7. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

8. California Law. The laws of the State of California govern all matters arising out of this Agreement.

9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement.

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

CHDC:

Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation

By: _____
Donald Gilmore, Executive Director

PARTNERSHIP:

Heritage Point A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company,
its general partner

By: Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation, its sole member/manager

By: _____
Donald Gilmore, Executive Director

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____

John Kopchik
Director, Department of Conservation and
Development

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____

Kathleen Andrus
Deputy County Counsel