

Recording Requested by and
When Recorded Return to:

City of Hesperia
9700 Seventh Avenue
Hesperia, CA 92345
ATTN: City Clerk

(Space Above This Line for Recorder's Office Use Only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is entered into as of this ____ day of _____, 2025, by and between the THREE PALMS APARTMENTS, LP, a California limited partnership ("**Assignor**"), and Western Community Housing, Inc. ("**Assignee**"). Assignor and Assignee are jointly referred to herein as the "Parties" and each individually as a "Party". This Assignment pertains to the transfer of specified assumed liabilities and related obligations arising in connection therewith.

RECITALS

- A. Assignor owns property located within the City of Hesperia, south of Cajon Street between 7th and 8th Avenues ("the Property"), described in further detail in **Exhibit A** herein.
- B. City of Hesperia, a municipal corporation ("City"), Assignor, and OPPORTUNITY BUILDERS, a not-for-profit development corporation ("Opportunity Builders") previously entered into a Density Bonus and Incentive Agreement and Covenant Restricting Use, dated as of October 5, 1998 (the "Density Bonus Agreement"), and recorded in the Official Records of the County of San Bernardino as Document Number 19980450749, with respect to the development of the Property as a multi-family housing development ("Project").
- C. The Density Bonus Agreement required that 100% of the Units in the Project be restricted to low-income households consisting entirely of senior citizens, as those terms are defined in the Density Bonus Agreement.
- D. Section 8 of the Density Bonus Agreement requires that any and all assignment of rights and obligations under the Density Bonus Agreement be approved by the City Council of the City prior to such an assignment.
- E. The Assignor desires to assign all rights and obligations of the Density Bonus Agreement to Assignee, Assignee desires to assume all rights and obligations of the Density Bonus Agreement, and the City Council hereby consents to such assignment, as provided for in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. **Effective Date.** This Agreement shall be effective as of the date it is recorded in the Official Records of San Bernardino County, California ("**Effective Date**").
2. **Assignment.** Assignor hereby assigns and conveys and otherwise transfers to the Assignee all of Assignor's interests, rights and obligations under the Density Bonus Agreement.
3. **Assumption of Agreement.** Assignee hereby accepts all of Assignor's interests, rights and obligations under the Density Bonus Agreement, and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under said Density Bonus Agreement on and after the Effective Date.
4. **Force and Effect.** The Parties further agree that, except as specifically otherwise provided or evidenced by a written agreement, the terms of the Density Bonus Agreement remain unchanged and in full force and effect except as otherwise amended in writing executed by the appropriate Parties.
5. **Miscellaneous.** This Assignment shall be binding on the Parties and their respective successors and assigns. The headings to paragraphs of this Assignment are for convenient reference only and shall not be used in interpreting this Assignment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Assignment & Assumption Agreement as of the date first above written.

ASSIGNOR
THREE PALMS APARTMENTS, LP
a California limited partnership

ASSIGNEE
NAME

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

EXHIBIT A
DENSITY BONUS AND INCENTIVE AGREEMENT
AND COVENANT RESTRICTING USE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2025 before me, _____, a 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.

Notary Public

SEAL:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2025 before me, _____, a 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.

Notary Public

SEAL: