

RESOLUTION NO. 2019-053

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING AN AFFORDABLE HOUSING REGULATORY
AGREEMENT WITH BELLA CREEK LLC FOR THE SEVEN AFFORDABLE UNITS
IN THE THE BELLA CREEK PROJECT LOCATED AT 100 AVRAM AVENUE**

WHEREAS, the City processed the applications for the Site Plan and Architectural Review (Planning Application No. PLSU16-0001) for the Avram House Project located at 100 Avram Avenue ("Project") in the time and manner prescribed by State and local law; and

WHEREAS, on February 24, 2017, the City issued Administrative Permit PLAP17-0001 approving a density bonus for the Project which includes seven (7) affordable housing units; and

WHEREAS, on March 9, 2017, the Planning Commission of the City of Rohnert Park approved the Site Plan and Architectural Review of the Avram House Project; and

WHEREAS, the project was subsequently renamed Bella Creek; and

WHEREAS, the applicant, Eric Price of Lowney Architecture submitted an application for a one-year time extension of the approval for Site Plan and Architectural Review; and

WHEREAS, on March 22, 2018, the Planning Commission held a public meeting at which time interested persons had an opportunity to testify either in support or opposition to the proposed time extension for the Site Plan and Architectural Review; and

WHEREAS, the Planning Commission, using their independent judgment, reviewed the time extension request and all evidence in the record related to the proposed project including the staff report, public testimony, and all evidence presented both orally and in writing; and

WHEREAS, the City and Bella Creek LLC have negotiated the terms of an Affordable Housing Regulatory Agreement, which covers the affordability standards and covenants, in accordance with Administrative Permit PLAP17-0001.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve and authorize the execution of an Affordable Housing Regulatory Agreement by and between Bella Creek LLC and the City of Rohnert Park, a municipal corporation, in the form attached hereto as Exhibit "A," subject to modifications as may be approved by the City Manager or City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions and execute any documents, including subsequent form subordination agreements, necessary to effectuate the terms and obligations of the Affordable Housing Regulatory Agreement for and on behalf of the City of Rohnert Park.

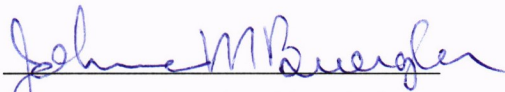
DULY AND REGULARLY ADOPTED on this 14th day of May, 2019.

CITY OF ROHNERT PARK



Gina Belforte, Mayor

ATTEST:



JoAnne M. Buergler, City Clerk



Attachment: Exhibit A

ADAMS: Aye MACKENZIE: Aye STAFFORD: Aye CALLINAN: Aye BELFORTE: Aye
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Rohnert Park
Development Services
130 Avram Avenue
Rohnert Park, CA 94928-2486

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

**AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is entered into as of this _____ day of _____, 2019, by and between the CITY OF ROHNERT PARK, a municipal corporation (the "City ") and Bella Creek, LLC, a California Limited Liability Company (the "Developer").

Recitals

A. Developer is the owner of that certain real property located at 100 Avram Avenue, in the City of Rohnert Park, County of Sonoma, more particularly described in **Exhibit A** attached hereto (the "Site"). Developer intends to construct a ninety (90) unit rental apartment development on the Site, which development was approved by City as File No. PLSU16-0001 (the "Project"), via Planning Commission Resolution 2017-08 on March 9, 2017.

B. Rohnert Park Municipal Code section 17.07.H and Cal. Gov. Code Section 65915 set out certain requirements for density bonuses in exchange for incorporating affordable housing into projects.

C. On February 24, 2017, City issued Administrative Permit PLAP17-0001 approving a density bonus for affordable housing for the Project.

D. City issued the approval for the Project subject to certain conditions of approval. Condition of Approval No. 76 requires that the Developer enter into and record an affordable housing agreement guaranteeing that at least seven (7) of the units in the Project be affordable to very low-income households for a period of 55 years from the date of first occupancy.

E. Developer and City desire to set forth Developer's obligations to provide affordable housing in a recorded document as required by the conditions of approval for the Project.

Terms

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the City and Developer agree as follows:

1. Use of the Site. Developer hereby covenants and agrees that during the term set forth in Section 6 below, Developer shall use the Site in compliance with all of the following:

1.1. Development. Developer shall construct the Project on the Site. As described below in section 1.2, seven (7) units in the Project shall be restricted to households at the income level set forth herein (the "Affordable Units").

1.2. Rent and Income Restrictions.

(a) The seven (7) Affordable Units shall be rent restricted and occupied by a household whose income does not exceed fifty percent (50%) of the area median income as promulgated by the United States Department of Housing and Urban Development ("HUD") in accordance with California Health & Safety Code Section 50093 ("Area Median Income"). In the event that HUD ceases promulgating such income determinations for a period of at least 18 months, the parties shall substitute a standard reasonably similar with respect to methods of calculation to that published by HUD in order to determine Area Median Income.

(b) The monthly rent, including a reasonable utility allowance, may not exceed one-twelfth (1/12th) of thirty percent (30%) of the stated maximum annual household income applicable to such Affordable Unit, adjusted for household size. An adjustment for household size shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code (i.e, assumed household size of two (2) persons in a one (1) bedroom unit, three (3) persons in a two (2) bedroom unit and four (4) persons in a three (3) bedroom unit), subject to modification, as necessary, to comply with any occupancy standards that may now or in the future be established by the California Department of Fair Employment and Housing ("DFEH") in its guidelines on residential occupancy.

(c) Affordable Units shall be comparable in number of bedrooms, exterior appearance and overall quality of construction to market rate units in the Project. Affordable Units shall be dispersed throughout the Project.

(d) Developer may not rent an Affordable Unit to a prospective tenant unless and until the property management company selected by Developer and approved in City's reasonable discretion (the "Property Manager") certifies the tenant for compliance with the requirements of this section. Following initial rent-up, Developer shall submit annually the reports listed in section 1.4.

(e) If upon recertification of tenant incomes, Developer determines that a tenant has a household income that exceeds the qualifying income as set forth herein, the tenant shall be permitted to continue to occupy the unit until the expiration of the term of the tenant's lease. Upon expiration of the tenant's lease and following six (6) months' written notice, such tenant shall be required to vacate the unit. Alternatively, Developer may increase such tenant's rent to market rate and convert a former market-rate unit in the Project to an Affordable Unit, to be rented in accordance with the terms of this Agreement, to ensure there are seven Affordable Units in the Project.

(f) Occupancy of the Affordable Units shall be continuous, subject only to brief periods of vacancy as reasonable to maintain and affirmatively market the Affordable Units between periods of tenancy.

1.3. Marketing and Leasing Program. Developer shall prepare and implement a marketing and implementation plan for the Affordable Units. The plan must be in a form and content reasonably acceptable to the City and include, among other things, the following:

- (a) A plan to market the Affordable Units to eligible households; and
- (b) Procedures for the rental of Affordable Units, including the slotting of applications and creation of a waiting list, eligibility determination, income certification and annual recertification.

1.4. Reporting and Records Requirements. Annual reports must be submitted to City by July 31 of each year, commencing after the first anniversary of the date of completion of construction of the Project. The reports, at a minimum, shall include:

- (a) Address of Affordable Unit and unit type
- (b) Tenant's name and Affordable Unit occupied
- (c) The number of persons per Affordable Unit
- (d) Initial occupancy date
- (e) Rent paid per month
- (f) Gross income per year and income category
- (g) Percent of rent paid in relation to income
- (h) Sources of income
- (i) Method of verification of income
- (j) Address prior to moving into the Project
- (k) Tenant's place of employment

Upon request, annual reports shall be accompanied by copies of the documents used in report preparation. City may from time to time during the term of this Agreement request additional or different information and Developer shall promptly supply such information in the reports required hereunder. City, at its discretion, may designate the form on which the information shall be supplied to the City. Upon request for examination by the City, Developer at any time during normal business hours shall make available, at the Project or another location within the City of Rohnert Park, all of Developer's records with respect to all matters covered by this Agreement. Developer shall permit the City to audit, examine and make excerpts or transcripts from these records.

1.5. Marketing Reports. Within ten (10) days of City's request, Developer shall deliver to City marketing and leasing information, schedules and reports for the Affordable Units in form and substance reasonably acceptable to the City.

1.6. Restrictions on Rental. Developer shall not rent an Affordable Unit to any of the following:

(a) Any officer, shareholder or employee of Developer or any Family Member (defined below) of any officer, shareholder or employee of Developer.

(b) Any member of the Rohnert Park City Council or any member of any City Board or Commission.

(c) Any City employee who exercises any function or responsibility in connection with the Site or who has, or whose Family Member (defined below) has, an economic interest in the Site pursuant to the provisions of the Political Reform Act, Government Code section 87100 *et seq.*

(d) In this subsection 1.7., "Family Member" shall mean the spouse or child of the individual at issue or the individual's or his or her spouse's parent, grandparent, brother, sister, aunt, uncle, niece or nephew.

2. Restrictions on Transfer.

2.1. No voluntary or involuntary successor in interest of Developer shall acquire all or any portion of Developer's interest in the Site except as expressly set forth in this Section 2. It is hereby expressly stipulated and agreed that any assignment, sale, transfer or other disposition of Developer's interest in the Site, or any portion(s) thereof or interest(s) therein, in violation of this Section 2 shall be null, void and without effect and shall be ineffective to relieve Developer of its obligations under this Agreement. Upon any assignment, sale, transfer or other disposition of Developer's interest in the Site that complies with the requirements of this Section 2, Developer shall be fully released from its obligations hereunder to the extent such obligations have been fully assumed in writing by the transferee of Developer's interest in the Site pursuant to an assignment and assumption agreement in a form reasonably acceptable to the City's legal counsel. No later than the date such assignment becomes effective, Developer shall deliver to the City a fully executed counterpart of the assignment and assumption agreement.

2.2. Developer shall not assign, sell or transfer Developer's interest in the Site, or any portion(s) thereof, or interest(s) therein without the prior written approval of the City Manager, or his or her designee, which approval shall not be unreasonably withheld or delayed. Developer shall request approval by written notice at least sixty (60) days prior to any proposed assignment, sale, transfer or other disposition of Developer's interest in the Site or any portion(s) thereof or interest(s) therein. City shall grant Developer's request upon City's receipt of evidence acceptable to the City that the following conditions have been satisfied:

(a) Developer is not in default hereunder or the purchaser or assignee agrees to cure any defaults of Developer to the reasonable satisfaction of the City;

(b) The continued operation of the Project shall comply with the provisions of this Agreement;

(c) Either (i) the purchaser or assignee or its site manager has at least three year's experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any

record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects; (ii) the purchaser or assignee agrees to retain a site management firm with the experience and record described in subclause (i) above; or (iii) Developer or its management company will continue to manage the Project for at least one year following such transfer and during such period will provide training to the transferee and its manager in the responsibilities relating to the Affordable Units;

(d) The person or entity which is to acquire the Project does not have pending against it, and does not have a history of, significant and material building code violations or complaints concerning the maintenance, upkeep, operation and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; and

(e) The proposed purchaser or assignee enters into a written assignment and assumption agreement in form and content reasonably satisfactory to City's legal counsel, and, if requested by the City, an opinion of such purchaser or assignee's counsel to the effect that this Agreement is a valid, binding and enforceable obligations of such purchaser or assignee, subject to bankruptcy and other standard limitations affecting creditor's rights.

2.3. Notwithstanding any other provision of this Agreement to the contrary, City approval of an assignment, sale or transfer of Developer's interest in the Site shall not be required in connection with any of the following:

(a) The granting of permits to facilitate development of the Project; and

(b) The rental, in the ordinary course of business, of the Affordable Units within the Project, provided such rental shall be in accordance with the terms of this Agreement.

3. Non-Discrimination; Compliance with Laws.

3.1. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition 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 Sections 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 Site or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such 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, of, or for the Site or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

3.2. Developer shall comply with all federal, state and local laws and regulations, including state and federal fair housing laws, in complying with the terms of this Agreement, including the development of the Site and the marketing and rental of the Affordable Units.

4. Maintenance and Management. Developer shall maintain in accordance with the Maintenance Standards (as hereinafter defined) the private improvements and public improvements and landscaping (collectively, the "Improvements") to the property line of the Site. The Improvements shall include, but not be limited to, buildings, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Project and any and all other improvements on the Site and in the public right-of-way to the property line of the Site. To accomplish the maintenance, Developer shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Agreement. The maintenance covenants and obligations set forth in this Section 4 shall remain in effect for the period of time specified in Section 6 below.

4.1. The following standards (collectively, "Maintenance Standards") shall be complied with by Developer and its maintenance staff, contractors and subcontractors but do not require extraordinary expenditures or reconstruction after condemnation or the occurrence of a substantial casualty event:

(a) Landscape maintenance shall include: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

(b) Clean-up maintenance shall include: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

(c) All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

(d) Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governmental requirements. Precautionary measures shall be employed recognizing that all areas are open to public access.

(e) The Improvements shall be maintained in conformance with the custom and practice generally applicable to comparable apartment rental projects located within

Sonoma County, California. The public right-of-way improvements to the property line of the Site shall be maintained as required by this Section 4.1 in good condition and in accordance with the custom and practice generally applicable to public rights-of-way within the City of Rohnert Park.

4.2. If Developer does not maintain the Improvements on the Site to the property line of the Site in the manner set forth herein and in accordance with the Maintenance Standards, City shall have the right to maintain such Improvements, or to contract for the correction of such deficiencies, after written notice to Developer. However, prior to taking any such action, City agrees to notify Developer in writing if the condition of said Improvements does not conform to the Maintenance Standards and to specify the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have thirty (30) days within which to correct, remedy or cure the deficiency. If the written notification states that the problem is urgent and relates to the public health and safety, then Developer shall have twenty-four (24) hours to rectify the problem.

In the event Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after expiration of any applicable cure period, then City shall have the right to maintain such Improvements. Developer agrees to pay City upon demand all charges and costs incurred by City for such maintenance. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 8% per annum or the highest rate permitted by applicable law. City shall have a lien against the Site for the amount of such unpaid sums and shall have the right to record a Notice of Claim of Lien against the Site. Developer acknowledges and agrees that the City may pursue any and all remedies available in law or equity in the event of a breach of the maintenance obligations and covenants set forth herein.

5. No Impairment of Lien. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Developer to the Site shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. Duration. The covenants set forth herein shall remain in effect for a term of fifty-five (55) years commencing on the date on which all Affordable Units have been issued Certificates of Occupancy, unless such term is mutually extended by the parties.

7. Successors and Assigns. The covenants contained in this Agreement shall inure to the benefit of the City and its successors and assigns and, subject to the restrictions on transfer set forth in Section 2 above, shall be binding upon Developer and any successor in interest to Developer's interest in the Site or the Project or any part thereof. The covenants shall run in favor of the City and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. The City and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all of the rights

and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

8. Indemnity. Developer shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (the "Indemnitees") harmless from and against any and all liabilities, losses, costs, expenses (including attorney fees), claims, demands, actions, suits, penalties, fines or damages ("Claims") arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's construction, management, or operation of the Site and the Project or any failure to perform any obligation as and when required by this Agreement, except to the extent Claims result from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

9. Default.

9.1. Any failure by Developer to perform any term or provision of this Agreement shall constitute an "Event of Default" if Developer does not cure such failure within thirty (30) days following written notice of default from City or, if such failure is not of a nature which can be cured within such thirty (30) day period, the Developer does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Upon the occurrence of an Event of Default, the City shall be entitled to the following, in addition to all other remedies provided at law or in equity:

(a) To compel specific performance by Developer of its obligations under this Agreement, it being recognized that the beneficiaries of Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of Developer's default.

(b) To the extent permissible under laws and regulations protecting individual confidentiality, to have access to, to inspect, and to make copies and to audit all books and records of Developer pertaining to the Project.

(c) To cause Developer to pay to the City, if the cure period has been exceeded and no cure has been achieved, as a penalty, an amount equal to all rent received by Developer with respect to Affordable Units, if units are knowingly or grossly negligently rented to persons who do not comply with the requirements of such units.

(d) To conduct an evaluation of, and direct Developer with respect to, the management and operation of the Project. The expenses of the City of any consultants associated with such evaluation and direction shall be reimbursed by Developer. Developer shall follow all such directives, which may, at the option of the City, include replacing existing management with new management. In the event such default includes the failure of the Developer to make any required payment to the City in a timely manner, or the imminent closure of the Project, the City may at its sole discretion select the new management. The City may retain attorneys and consultants to assist in such evaluation

and the Developer shall pay the reasonable fees and expenses of such attorneys and consultants and any other reasonable expenses incurred by the City in that connection.

9.2. Any notice of default given hereunder shall specify in detail the nature of the failure in performance which the City claims constitutes the Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure to perform, the Developer shall not be considered to be in default of this Agreement for any purposes.

9.3. Any failure or delay by the City in asserting any of its rights or remedies as to any Event of Default shall not operate as a waiver of any Event of Default or of any such rights or remedies or deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10. Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Developer or its successor or for any obligation of City under this Agreement.

11. Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Rohnert Park shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

13. Entire Agreement. This Agreement contains the entire agreement of parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement

15. Notices.

All notices required herein shall be sent by certified mail, return receipt requested and shall be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To the Developer:

Bella Creek, LLC
235 Posada Del Sol
Novato, CA 94949

To the City:

City of Rohnert Park
Development Services
130 Avram Avenue
Rohnert Park, CA 94928

16. Severability.

In the event that any limitation, condition, restriction, covenant or provision in this Agreement is held to be invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall, nevertheless, be and remain in full force and effect.

17. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and no modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

18. Applicable Law. This Agreement shall be governed by the laws of the State of California.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

"City"

CITY OF ROHNERT PARK,
a municipal corporation

By: _____
Name: _____
Its: City Manager

Attest:

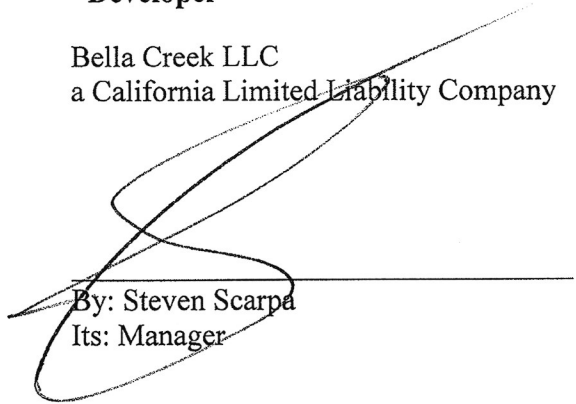
City Clerk

Approved as to form:

City Attorney

"Developer"

Bella Creek LLC
a California Limited Liability Company


By: Steven Scarpa
Its: Manager

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF Marin)

On April 8th, 2019, Javad Forouzeh, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Steve Scapa
Name of Signer(s)

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.

J F
Signature of Notary Public

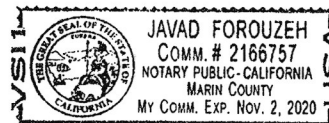


EXHIBIT A

Legal Description of the Site

[To be inserted]

