

RESOLUTION NO. 2018-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) REGARDING AFFORDABLE HOUSING WITH THE HOUSING LAND TRUST OF SONOMA COUNTY AND SONOMA STATE UNIVERSITY AND GRANT DEEDS, AFFORDABLE HOUSING AGREEMENTS AND DECLARATIONS OF RESTRICTIVE COVENANTS AND OTHER DOCUMENTS NECESSARY TO EFFECUATE THE TERMS OF THE MOU IN PARTNERSHIP WITH THE HOUSING LAND TRUST OF SONOMA COUNTY AND SONOMA STATE UNIVERSITY

WHEREAS, there is a need for housing in the City of Rohnert Park; and

WHEREAS, the October 2017 Sonoma County fire event exacerbated the need for housing at all income levels in Sonoma County; and

WHEREAS, the faculty and staff of Sonoma State University are acutely affected by the housing shortage; and

WHEREAS, there is a community benefit to providing workforce housing for educators and support staff; and

WHEREAS, the City has Regional Housing Needs Allocation goals to create additional housing units for families at the Moderate Income level; and

WHEREAS, the Housing Land Trust of Sonoma County acts as a steward of over 75 permanently affordable homes in Sonoma County; and

WHEREAS, the City of Rohnert Park has an existing partnership with the Housing Land Trust of Sonoma County to provide stewardship of affordable housing opportunities; and

WHEREAS, certain properties have become available to put into the Housing Land Trust for the benefit of Sonoma State University and for the larger community; and

WHEREAS, it is in the interest of the City of Rohnert Park and Sonoma State University to add these properties to the Housing Land Trust as permanent affordable housing; and

WHEREAS, the rights and responsibilities of the City of Rohnert Park, the Housing Land Trust of Sonoma County, and Sonoma State University are detailed in the Memorandum of Understanding, attached hereto as **Exhibit A**.

WHEREAS, the City Council considered this Resolution authorizing the City Manager to enter into and execute affordable housing agreements and declarations of restrictive covenants in partnership with the Housing Land Trust of Sonoma County and Sonoma State University at its duly noticed regular meeting on April 24, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby:

1. Authorize the City Manager to enter into and execute the Memorandum of Understanding (MOU) in substantially similar form to that attached hereto as **Exhibit A**, with revisions as may be approved by the City Manager and City Attorney, and to enter into and execute Affordable Housing Agreement and Declarations of Restrictive Covenants in partnership with the Housing Land trust of Sonoma County and Sonoma State University in a form substantially similar to **Exhibit B**, with revisions as may be approved by the City Manager and City Attorney, and other documents necessary to effectuate the terms of the MOU, including without limitation certificates of acceptance accepting conveyances of property prior to transfer to the HLT pursuant to the terms of the MOU; and

2. Authorize and direct the City Manager to take all actions necessary to effectuate the terms of the MOU and other agreements entered into pursuant to this Resolution, including execution of documents and escrow instructions.

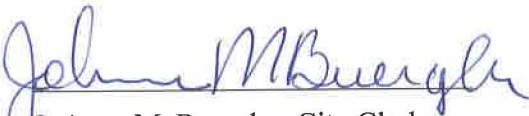
DULY AND REGULARLY ADOPTED this 24th day of April 2018.

CITY OF ROHNERT PARK



Pam Stafford, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk

Attachments: Exhibits A and B

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

Exhibit A to Resolution

MEMORANDUM OF UNDERSTANDING REGARDING AFFORDABLE HOUSING Sonoma State University, City of Rohnert Park, Housing Land Trust of Sonoma County

This Memorandum of Understanding (“**MOU**”) is entered into as of _____, 2018 by and among the City of Rohnert Park (“**City**”), Sonoma State University (“**University**”), and Housing Land Trust of Sonoma County (“**HLT**”), in order to facilitate the acquisition and continued affordability of owner-occupied affordable housing units.

This **MOU** is entered into in connection with the acquisition of housing to be used as affordable ownership units primarily for the benefit of University employees.

1. Definitions. For the purpose of this Memorandum of Understanding, the following definitions apply:

Very Low Income means an income between 31% and 50% of the Area Median Income;
Low Income means an income between 51% and 80% of the Area Median Income;
Median Income means an income between 81% and 100% of the Area Median Income; and
Moderate income means an income between 101% and 120% of the Area Median Income.

2. University's Obligations. University will provide all funds necessary for the acquisition of homes to be used as affordable ownership units under the following terms and conditions:

- a. University shall provide all funding necessary to acquire homes to be used and covenanted as affordable units (the “Affordable Units”). The Affordable Units shall be transferred to the City, at no cost to City, and then deeded by the City to HLT who in turn will execute a long term ground lease, under the terms hereinafter specified, to ensure affordability.
- b. All Affordable Units shall be resale restricted for sale to households with median to moderate income earners (i.e., made affordable to households with incomes from 81% to 120% of Area Median Income).
- c. Within the pool of eligible applicants, first preference is to be given to persons that are employed by Sonoma State University, with second preference given to persons that live in or are employed in Rohnert Park and persons that are employed by the Cotati-Rohnert Park Unified School District.
- d. University, in conjunction with Housing Land Trust, will coordinate outreach efforts to income-qualified buyers.
- e. University shall execute escrow instructions necessary to effectuate the transfer of the Affordable Units. At each close of escrow for each of the Affordable Units, University shall pay to Housing Land Trust the sum of Seven Thousand Five Hundred Dollars (\$7,500) per unit, which sum shall be a fixed cost that will cover all

costs incurred by Housing Land Trust related to marketing, homebuyer selection, homebuyer education and preparation of documents for the close of escrow as related to the Affordable Units.

3. City's Obligations. The City will work in partnership with HLT to take and retain title to the Affordable Units, and will thereafter transfer the Affordable Units to HLT (subject to a Regulatory Agreement) so that the HLT may enter into a 99-year renewable term ground lease with each buyer to ensure continued affordability. To effectuate the intent of this MOU, the City, working with HLT, will draft all documents necessary to include affordability and occupancy restrictions designed to protect the University and City's interest in maintaining the homes as affordable housing over time.
4. Housing Land Trust Obligations. HLT will take title to the Affordable Units, subject to a Regulatory Agreement, and work in partnership with the City to effectuate a 99-year renewable ground lease that will ensure continued affordability for the Affordable Units, which ground lease will provide for the transfer of the improvements located on, and the ground lease of, the underlying real property to a qualified purchaser. HLT will retain title to the underlying real property. Working with the City, HLT will draft all documents necessary to effectuate the intent of this MOU, including any leases, deed restrictions and any affordability and occupancy restrictions designed to protect the University and City's interest in maintaining the Affordable Units as affordable housing over time and the HLT's interest in creating workforce housing. HLT, in conjunction with the City, will coordinate outreach efforts to income-qualified buyers. HLT will be responsible for marketing the units and finding qualified buyers.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the first date written above.

City of Rohnert Park
Darrin Jenkins, City Manager

Sonoma State University
Joyce Lopes, Vice President, Administration & Finance

Housing Land Trust of Sonoma County
Dev Goetschius, Executive Director

Exhibit B to Resolution

Recording requested by and when
recorded mail to:

CITY OF ROHNERT PARK
130 Avram Avenue
Rohnert Park, CA 94928

Attn: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS WITH OPTION TO PURCHASE ("REGULATORY AGREEMENT")

This Affordable Housing Agreement and Declaration of Restrictive Covenants with Option to Purchase (this "**Agreement**") is entered into effective as of _____, 2018 ("**Effective Date**") by and between the City of Rohnert Park, a California municipal corporation ("**City**") and the Housing Land Trust of Sonoma County, a California nonprofit public benefit corporation ("**HLT**"). City and HLT are hereafter referred to as the "**Parties**."

RECITALS

A. Sonoma State University, ("**The University**"), has agreed to contribute the property known as _____ in that certain development known as _____, in the City of Rohnert Park County of Sonoma, State of California, one residential unit to be restricted for occupancy to certain income levels (the "**Restricted Home**" or the "**Project**"), as set forth herein, and as more particularly described in Exhibit A attached hereto (the "**Property**").

B. As of the Effective Date, the Property has been conveyed to the City by The University, and the Property has been or shall be conveyed to HLT by the City pursuant to a Grant Deed recorded in the Official Records of Sonoma County ("**Official Records**") substantially concurrently herewith.

C. HLT has entered into, or shall enter into an agreement with The University, pursuant to which HLT will coordinate the sale of the Restricted Home to an eligible homebuyer at an affordable price. Concurrently with the sale of the Restricted Home, HLT will enter into a ground lease ("**Ground Lease**") with each homebuyer in order to ensure long-term affordability of the Restricted Homes.

D. This Agreement is entered into to provide assurance to City that the Restricted Home shall remain affordable at resale in partnership with HLT. .

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below. Additional terms are defined in the Recitals and the text of this Agreement.

(a) **"Affordable Purchase Price"** means a home purchase price resulting in an average monthly housing payment (including mortgage loan principal and interest, mortgage insurance fees, property taxes and assessments, a reasonable allowance for property maintenance and repairs, homeowners insurance premiums, a reasonable utility allowance, and homeowners association dues, if any) which is affordable to households of Low to Moderate-Income, as determined using standard underwriting criteria in common use by Fannie Mae or the California Housing Finance Agency.

(b) **"Area Median Income"** means the median household income, adjusted for household size, applicable to Sonoma County, California as published periodically by the State Department of Housing and Community Development in the California Code of Regulations, Title 25, Section 6932 pursuant to California Health and Safety Code Section 50093(c) (or successor provision).

(c) **"Eligible Buyer"** means a household of Low- to Moderate-Income, as applicable, which the City has determined meets the eligibility requirements for purchase of a Restricted Home.

(d) **"Deed of Trust"** means the deed of trust, dated as of the date hereof, executed by HLT as Trustor for the benefit of City which secures HLT's performance under this Agreement, and which will be recorded in the Official Records substantially concurrently herewith.

(e) **"Low-Income"** means an annual income which does not exceed eighty percent (80%) of the Area Median Income adjusted for household size.

(f) **"Median-Income"** means an annual income which does not exceed one hundred percent (100%) of the Area Median Income, adjusted for household size.

(g) **"Moderate-Income"** means an annual income which does not exceed one hundred twenty percent (120%) of the Area Median Income, adjusted for household size.

(h) **"Maximum Initial Sales Price"** means the initial Affordable Purchase Price for a Home, to be no more than \$350,000.

2. Satisfaction of Affordable Housing Obligation. HLT agrees that concurrently with the sale of each Restricted Home, HLT shall require the homebuyer to execute a Ground Lease substantially in the form attached hereto as Exhibit B. Among other provisions, the Ground Lease will require each Restricted Home (i) to be used solely for residential purposes (ii) to be occupied as the homebuyer's principal residence, and (iii) to be permitted to be transferred only to HLT, another Eligible Buyer, or upon the death of the homebuyer, to the homebuyer's heirs who qualify as Moderate-Income, as applicable. HLT agrees that the intent of this Agreement and the Ground Lease is that the Restricted Homes shall be permanently affordable to Eligible Buyers of Moderate-Income, as applicable, and HLT agrees that resale of the Restricted Homes shall be so restricted pursuant to the Ground Lease.

3. Marketing and Sale to Eligible Buyers. HLT shall sell the Restricted Home developed on the Property at an Affordable Purchase Price as described in Section 4 to Eligible Buyers of Moderate-Income, as applicable.. Within the pool of eligible applicants, first preference is to be given to persons that are employed by Sonoma State University, with second preference given to persons that live in or are employed in Rohnert Park, and persons that are employed by the Cotati-Rohnert Park Unified School District. City shall cooperate with HLT to identify Eligible Buyers; however, HLT will have primary responsibility for marketing the Restricted Homes, finding qualified Eligible Buyers, and screening and selecting applicants. City shall have no obligation to pay costs related to marketing, sales efforts or real estate commissions. HLT agrees that it shall comply, and shall require Subdivider to comply, with applicable fair housing laws in the marketing and sale, as applicable, of the Restricted Homes.

4. Affordable Purchase Price. The Maximum Initial Sales Price for the Homes is to be at the Moderate Income Level, and no more than \$350,000.

5. City Review of Documents. Upon request, HLT agrees that it shall provide the following to City: (a) the form of Purchase and Sale Agreement to be used for sale of the Restricted Homes, and (b) the form of Ground Lease to be executed by the homebuyers.

6. Compliance Reports, Inspections, Monitoring. Upon completion of construction of the Restricted Homes, and annually thereafter by no later than each anniversary of the Effective Date, upon City's request HLT shall submit to City a Compliance Report verifying HLT's compliance with this Agreement, and certified as correct by HLT under penalty of perjury. The Compliance Report shall be in such format as City may reasonably request and shall contain certifications regarding the eligibility of homebuyers and evidence of the homebuyer's and HLT's execution of the Ground Lease.

HLT shall retain all records related to compliance with this Agreement, and shall make such records available to City or its designee for inspection and copying on five (5) business days' written notice. HLT shall permit City and its designees to inspect the Property to monitor compliance with this Agreement following two (2) business days' written notice.

7. Covenants Run with the Land. The covenants and conditions herein contained shall apply to and bind, during their respective periods of fee ownership, HLT and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden such portions of the Property. This Agreement shall remain in effect in perpetuity unless released by City pursuant to an instrument recorded in the Official Records.

8. Default and Remedies. Failure of HLT to cure any default in HLT's obligations under this Agreement within thirty (30) days after the delivery of a notice of default from the City will constitute an Event of Default under this Agreement. In addition to remedies set forth in this Agreement, the City may exercise any and all remedies available under law or in equity, including but not limited to the exercise of City's remedies under the Deed of Trust, and the exercise of City's Option (as described in Section 10 below), instituting against HLT or other applicable parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation.

9. Option to Purchase, Enter and Possess. City shall have the right at its option to purchase, enter and take possession of the Property or any portion thereof owned by HLT with all improvements thereon (the "**Option**"), if, at or after the initial sale of the Restricted Homes to Eligible Buyers, the Restricted Homes are sold to persons who do not qualify as Eligible Buyers. In such event City shall have an option to purchase any such Restricted Homes at the Affordable Purchase Price as determined pursuant to this Agreement, or the City may pursue any remedies it may have under this Agreement, the Deed of Trust or under law or in equity. To exercise the Option, City shall pay to HLT cash in an amount equal to:

- (i) The fair market value of the Property at the time of exercise of the Option; less
- (ii) Any gains or income withdrawn or made by HLT from the applicable portion of the Property; less
- (iii) The value of any liens or encumbrances on the applicable portion of the Property which the City assumes or takes subject to; less
- (iv) Any damages to which the City is entitled under this Agreement by reason of HLT's default.

In order to exercise the Option, the City shall give HLT notice of such exercise, and HLT shall, within thirty (30) days after receipt of such notice, provide the City with a summary of all of HLT's costs incurred as described in this Section. Within thirty (30) days of the City's receipt of such summary, the City shall pay into an escrow established for such purpose cash in the amount of all sums owing pursuant to this Section 10, and

HLT shall execute and deposit into such escrow a grant deed transferring to the City all of HLT's interest in the Property, or portion thereof, as applicable and the improvements located thereon.

10. Mortgagee Protection. The City's rights pursuant to Section 9 shall not defeat, limit or render invalid any mortgage or deed of trust recorded against the Property or any portion thereof, including without limitation, any Restricted Home. Any conveyance of the Property to the City pursuant to Section 9 shall be subject to mortgages and deeds of trust permitted by this Agreement.

11. Remedies Cumulative. No right, power, or remedy specified in this Agreement is intended to be exclusive of any other right, power, or remedy, and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy available to the City under law or in equity. Neither the failure nor any delay on the part of the City to exercise any such rights, powers or remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right, power or remedy preclude any other or further exercise of such right, power or remedy, or any other right, power or remedy.

12. Attorneys' Fees and Costs. The City shall be entitled to receive from HLT or any person violating the requirements of this Agreement, in addition to any remedy otherwise available under this Agreement or at law or equity, whether or not litigation is instituted, the costs of enforcing this Agreement, including without limitation reasonable attorneys' fees and the costs of City staff time. In any dispute arising in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

13. Appointment of Other Agencies. In its sole discretion, the City may designate, appoint or contract with any other person, public agency or public or private entity to perform some or all of the City's obligations under this Agreement.

14. Hold Harmless. HLT agrees to indemnify, defend (with counsel approved by the City) and hold harmless City and its elected and appointed officials, officers, employees, representatives and agents (all of the foregoing, collectively the "**Indemnitees**") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) (all of the foregoing, collectively hereinafter "**Claims**") arising or allegedly arising out of or relating in any manner to the Project, the Property, or HLT's performance or nonperformance under this Agreement, except to the extent arising from the gross negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement.

15. Insurance Requirements. HLT shall obtain and maintain at HLT's expense, Commercial General Liability, naming Indemnitees as additional insureds with aggregate limits of not less than Two Million Dollars (\$2,000,000) for bodily injury and death or property damage including coverage for contractual liability and premises operations,

purchased from an insurance company duly licensed to issue such insurance in the State of California with a current Best's Key Rating of not less than A-V, such insurance shall be evidenced by an endorsement which so provides and delivered to the City prior to the Effective Date.

16. Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the addresses set forth below:

City:

City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Attn: City Clerk

HLT:

Housing Land Trust of Sonoma County
P.O. Box 5431
Petaluma, CA 94955-5431
Attn: Executive Director

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

17. Integrated Agreement; Amendments. This Agreement, together with the exhibits hereto, the Performance Deed of Trust and exhibits thereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. No modification of or amendment to this Agreement shall be binding unless reduced to writing and signed by the Parties. The City Manager or his or her designee shall have authority to approve or disapprove minor or technical amendments to this Agreement on behalf of the City.

18. Subordination; Execution of Riders for the Benefit of Mortgage Lenders. City agrees that if required in order to assist Eligible Buyers to secure purchase money financing for the acquisition of a Home, the City will enter into a subordination agreement with a purchase money lender to subordinate this Agreement under such terms as the City and the purchase money lender shall negotiate provided that City is granted reasonable notice and cure rights under the first mortgage. The City further agrees that if City succeeds to the interest of HLT under the Ground Lease applicable to any one or more Restricted Homes pursuant to the exercise of City's remedies under this Agreement or the Deed of Trust, the City agrees that it shall recognize the Lessee under the Ground Lease and shall comply with the requirements of Fannie Mae Form 2100 (3/06) and Fannie Mae Announcement 06-03 or similar successor policy, as such documents may be modified or amended.

19. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

20. Further Assurances; Action by the City. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his or her discretion that such action requires such approval.

21. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. The Parties consent to the jurisdiction of any federal or state court in the jurisdiction in which the Property is located (the "**Property Jurisdiction**"). Borrower agrees that any controversy arising under or in relation to this Agreement shall be litigated exclusively in courts having jurisdiction in the Property Jurisdiction. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

22. No Waiver. Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of HLT or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to HLT to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by HLT shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

23. Headings. The titles of the sections and subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

25. Severability. If any provision contained in this Agreement is to be held by a court of competent jurisdiction to be void or unenforceable the remaining portions of this Agreement shall remain in full force and effect.

26. Exhibits. The following exhibits attached to this Agreement are hereby incorporated herein by reference:

Exhibit A Legal Description of the Property

Exhibit B Form of Ground Lease

/SIGNATURES ON FOLLOWING PAGE; SIGNATURES MUST BE NOTARIZED/

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HLT:

Housing Land Trust of Sonoma County,
A nonprofit public benefit corporation

By: _____

Its: _____

CITY :

City of Rohnert Park,
a California municipal corporation

By: _____

Darrin Jenkins, City Manager

ATTEST: _____

JoAnne Buergler, City Clerk

APPROVED AS TO FORM:

By: _____

Michelle Marchetta Kenyon, City Attorney

State of California)
)
 County of Sonoma)

On _____, 20 __, 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.

_____(seal)
 Notary Public

State of California)
)
 County of Sonoma)

On _____, 20 __, 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.

_____(seal)
 Notary Public

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Exhibit B

[Attach Form of Ground Lease]

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

City of _____

Address _____

_____, CA 95448
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

GRANT DEED

For valuable consideration, the receipt and sufficiency of which are hereby
acknowledged,

The City of _____, a California municipal corporation ("**Grantor**"),
hereby grants and conveys to the Housing Land Trust of Sonoma County, a California
nonprofit public benefit corporation ("**Grantee**"), that real property in the City of
_____, County of Sonoma, State of California, described in Exhibit
"A" attached hereto and incorporated herein by this reference (the "**Property**").

1. The Property is conveyed and accepted subject to current real property taxes and all
unpaid general and special taxes/bonds and assessments; and all encumbrances,
easements, covenants, conditions, restrictions, reservations, rights, rights of way of record,
and/or disclosed by an inspection.

2. The Property is also conveyed pursuant to that certain Affordable Housing
Agreement and Declaration of Restrictive Covenants with Option to Purchase ("**Regulatory
Agreement**") executed by Grantor and Grantee as of _____, 201_ and recorded as
Instrument No. _____ substantially concurrently herewith in the Official Records of
Sonoma County ("**Official Records**"). Grantee covenants and agrees that the Property and
any improvements thereon will be used solely for the purposes, and on the terms and
conditions, described in the Regulatory Agreement. Grantee's obligations are secured by a
Performance Deed of Trust executed by Grantee as Trustor as of _____, 201_, and
recorded as Instrument No. _____ substantially concurrently herewith in the Official
Records.

3. This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of this _____ day of _____, 201__.

GRANTOR:

THE CITY OF _____,
a California municipal corporation

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Clerk

GRANTEE:

THE HOUSING LAND TRUST OF SONOMA COUNTY,
a California nonprofit public benefit corporation

By: _____

Its: _____

STATE OF CALIFORNIA)
)
COUNTY OF SONOMA)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)

COUNTY OF SONOMA)

On _____, 20____, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

PROPERTY
(Attach legal description)

2352887.1

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

City of _____
Address _____
_____, CA 95448
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

GRANT DEED

For valuable consideration, the receipt and sufficiency of which are hereby
acknowledged,

_____, ("**Grantor**"), hereby grants and
conveys to the City of _____, a California municipal corporation
("**Grantee**"), that real property in the City of _____, County of
Sonoma, State of California, described in Exhibit "A" attached hereto and incorporated
herein by this reference (the "**Property**").

1. The Property is conveyed and accepted subject to current real property taxes and all
unpaid general and special taxes/bonds and assessments; and all encumbrances,
easements, covenants, conditions, restrictions, reservations, rights, rights of way of record,
and/or disclosed by an inspection.
2. This Grant Deed may be executed in counterparts, each of which shall be an
original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant
Deed as of this _____ day of _____, 201_.

GRANTOR:

_____,

By: _____

Its: _____

GRANTEE:

THE CITY OF _____,
a California municipal corporation

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Clerk

STATE OF CALIFORNIA

COUNTY OF SONOMA

)
)
)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

PROPERTY
(Attach legal description)

2352887.1