

RESOLUTION NO. 2018-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AFFORDABLE HOUSING REGULATORY AGREEMENT WITH COMMUNITY RESOURCES, INC. AND ROHNERT PARK PACIFIC ASSOCIATES FOR THE 218 UNIT PARKSIDE AT VAST OAK APARTMENT COMPLEX IN THE UNIVERSITY DISTRICT

WHEREAS; the City is party to a Development Agreement with University District LLC and Vast Oak L.P., which requires the construction of a 218 unit affordable housing complex as part of the development of the University District Specific Plan Area; and

WHEREAS, in accordance with the requirements of the Development Agreement, University District LLC transferred the affordable housing site to an affiliate of Pacific West Communities, an experienced affordable housing developer; and

WHEREAS, on February 27, 2018 by Resolution 2018-028, the City Council approved Pacific West Communities' Development Area Plan for the affordable housing complex; and

WHEREAS, Pacific West Communities is currently completing the building permit review process and anticipates beginning construction of the affordable housing project before the close of 2018; and

WHEREAS, the City and Pacific West Communities, through its affiliates Community Resources, Inc. and Rohnert Park Pacific Associates, have negotiated the terms of an Affordable Housing Regulatory Agreement, which covers the affordability standards and covenants, in accordance with the Development Agreement.

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 Community Resources, Inc., Rohnert Park Pacific Associates, a California limited partnership, 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 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 this 28th day of August, 2018.

CITY OF ROHNERT PARK

Pam Stafford
Pam Stafford, Mayor

ATTEST:

Caitlin Saldanha
Caitlin Saldanha, Assistant City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye MACKENZIE: Absent CALLINAN: Aye STAFFORD: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

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

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

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

AFFORDABLE HOUSING REGULATORY AGREEMENT

This Affordable Housing Regulatory Agreement (the "Agreement") is entered into as of this _____ day of August, 2018, by and between the CITY OF ROHNERT PARK, a municipal corporation (the "City ") and COMMUNITY RESOURCES, INC., an Idaho Corporation (the "Owner"), and ROHNERT PARK PACIFIC ASSOCIATES, a California Limited Partnership (the "Lessee"). Owner and Lessee may be referred to collectively as the "Developer".

Recitals

A. Owner is the owner of and Lessee is the ground Lessee of that certain real property located in the University District Specific Plan Area south of Keiser Avenue (APN 159-550-007), in the City of Rohnert Park, County of Sonoma, more particularly described in **Exhibit A** attached hereto (the "Site").

B. The Site is subject to a Development Agreement, as has been amended, between the City and University District, LLC and Vast Oak Properties L.P., which provides for the development of a total of 1,454 residential units (the "Development Agreement"). Among other things, the Development Agreement requires that fifteen percent, or two-hundred eighteen (218), of the residential units be made affordable to very low- and low income households in satisfaction of inclusionary requirements set forth in Rohnert Park Municipal Code section 17.07.020(N).

C. University District, LLC and Vast Oak Properties L.P., in satisfaction of their inclusionary housing requirements and affordable housing plan under the Development Agreement, transferred the Site to Owner's predecessor-in-interest, for the construction of a two-hundred eighteen (218) unit affordable rental apartment development to be developed on the Site, who subsequently transferred the Site to Owner (the "Project").

D. The Project was approved by City Council Resolution 2018-028, on February 27, 2018 subject to certain conditions of approval (the "Project Approvals"). Condition of Approval No. 1 requires that the Owner comply with all applicable documents approved by the City Council including the Development Agreement between University District, LLC and Vast Oak Properties L.P., and the Affordable Housing Plan as amended on February 11, 2016. Owner has

entered into a ground lease with Lessee to develop the required affordable housing development on the Site.

E. Owner, Lessee and City desire to set forth the obligations to provide affordable housing in this Affordable Housing Regulatory Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the City, Owner and Lessee 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 develop and use the Site solely in compliance with the terms of this Agreement.

1.1. Development. Developer shall construct the Project on the Site in accordance with the Project Approvals.

1.2. Rent and Income Restrictions. Developer covenants and agrees that all two-hundred eighteen (218) units in the Project shall be restricted to rental to households at the income levels set forth herein (the "Affordable Units").

(a) One-hundred nine (109) of the Affordable Units shall be rented to and occupied by households whose income at initial occupancy does not exceed fifty percent (50%) of the median income for Sonoma County 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. 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 family size appropriate for the unit, or such other monthly rent as may be set forth in a regulatory agreement entered into pursuant to Internal Revenue Code §42 regarding tax credit projects.

(b) One-hundred nine (109) of the Affordable Units shall be rented to and occupied by households whose income does not exceed eighty percent (80%) of Area Median Income. 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 family size appropriate for the unit, or such other monthly rent as may be set forth in a regulatory agreement entered into pursuant to Internal Revenue Code §42 regarding tax credit projects.

(c) 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. For each prospective tenant, Property Manager, on behalf of Developer, shall provide to City upon request, copies of all income-verification and tenant qualification documentation required by the California Tax Credit Allocation Committee and by Internal Revenue Code §42, and any other information reasonably requested by City. Following initial rent-up, Property Manager, on behalf of Developer, shall submit annually the reports listed in section 1.4.

(d) 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;

(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; and

(c) To the extent permitted by law, a preference program, whereby Developer shall give preference in the rental of the Affordable Units first, to nurses, Cotati/Rohnert Park Unified School District staff and faculty, peace officers as defined by Penal Code section 830.1(a) and persons employed as firefighters, who live or work in the City; second, to other income qualified City municipal employees; third, to income qualified employees of Sonoma State University; fourth, to persons who live and work in Rohnert Park; fifth, to persons who live in Rohnert Park; sixth, to persons who work in Rohnert Park; and seventh, to all others.

1.4. Compliance Monitoring. By July 31st each year, commencing after the first anniversary of the date of completion of construction of the Project, Developer shall submit a copy of the annual recertification report required by the California Tax Credit Allocation Committee (the "Annual Report") which shall include:

- (a) The number of persons per Affordable Unit
- (b) Tenant's name and Affordable Unit occupied
- (c) Initial occupancy date
- (d) Rent paid per month
- (e) Gross income per year and income category
- (f) Percent of rent paid in relation to income
- (g) Sources of income

- (h) Method of verification of income
- (i) Address prior to moving into the Project
- (j) Tenant's place of employment
- (k) Address of Affordable Unit and unit type

Upon request, Annual Report 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 1.6., "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 herein. 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 the assignment becomes effective, Developer shall deliver to the City a fully executed counterpart of the assignment and assumption agreement. 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.

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, and shall be granted 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, or (ii) the purchaser or assignee agrees to retain a site management firm with the experience and record described in subclause (i) above.

(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, consistent with the Master Maintenance Agreement recorded in the Official Records of Sonoma County as Document No. 2016-034366 (the "Master Maintenance Agreement"). 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 hazardous substances 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 and the Master Maintenance Agreement.

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 private and/or public 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. 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 fifty-five (55) years from the date on which all Affordable Units are issued certificates of occupancy.

7. Several Liability. The liability of Owner and Lessee shall be several as follows. Lessee shall be primarily liable on all obligations set forth in this Agreement. If Lessee defaults and fails to cure within any applicable cure period or, if no cure period is provided, within 30 days of written notice of default (or such longer period as reasonable necessary with respect to defaults which cannot reasonably be cured within 30 days on condition that Lessee has commenced cure within 30 days and has continued to pursue cure in good faith), or if Lessee is no longer the ground lessee of the Site and this Agreement has not been assigned to a subsequent Lessee, then Owner shall be liable under this Agreement.

8. Successors and Assigns. The covenants contained in this Agreement shall inure to the benefit of the City and its successors and assigns and 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.

9. Fees, Taxes, and Other Levies. Developer shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Site or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Developer shall not be required to pay any such charge so long as (a) Developer is contesting such charge in good faith and by appropriate proceedings, (b) Developer maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Developer immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Developer's ability to apply for any applicable exemption from property taxes or other assessments and fees

10. 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. Developer's indemnification obligations under this Section shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights against Developer that it may have by reason of any indemnity and

hold harmless provision set forth in this Agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement

11. Default.

11.1. 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.

11.2. 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.

11.3. 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.

12. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. Developer and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

13. 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.

14. 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.

15. Time is of the Essence. Time is of the essence in the performance of this Agreement.

16. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Sonoma County, California or in the Federal District Court for the Northern District of California.

17. 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.

18. 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.

19. 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

20. Notices. All notices required herein shall be made in writing and delivered to the parties at their respective addresses set forth below or to such other address as a party may designate by written notice delivered in accordance with this section. All such notices shall be sent by certified mail, return receipt requested, or by personal delivery, and shall be effective as of the date received or the date of delivery.

To the Owner:

Community Resources, Inc.
430 E. State St.
Eagle, ID 83616

To the Lessor:

Rohnert Park Pacific Associates, a California Limited Partnership
430 E. State St., Ste. 100
Eagle, ID 83616

To the City:

City of Rohnert Park
Planning Department
130 Avram Avenue
Rohnert Park, CA 94928

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, City, Owner and Lessee 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: Darrin W. Jenkins

Its: City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

"Lessee"

ROHNERT PARK PACIFIC ASSOCIATES,
a California Limited Partnership

By: _____

Name: _____

Its: _____

"Owner"

COMMUNITY RESOURCES, INC.
an Idaho Corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

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 _____ before me, _____ personally appeared
(insert name and title of the officer)

_____ ,

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 _____

ACKNOWLEDGEMENT

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 _____ before me, _____ personally appeared
(insert name and title of the officer)

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 _____