

**RECORDING REQUESTED BY:**

City of Merced, A California charter  
municipal corporation

**WHEN RECORDED MAIL TO:**

City of Merced  
City Clerk  
678 West 18<sup>th</sup> Street  
Merced, California 95340

**Exempt Recording Per Gov't Code  
Section 6103**

(Above for Recorder's Use Only)

**DEED RESTRICTION COVENANT AND GRANT AGREEMENT**

**In Respect of the  
CITY OF MERCED  
AMERICAN RESCUE PLAN ACT  
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS**

**(Devonwood Apartments Project)**

THIS DEED RESTRICTION COVENANT AND GRANT AGREEMENT ("Grant Agreement"), dated \_\_\_\_\_, \_\_, 2024, entered into by and between the City of Merced, a California Charter Municipal Corporation, ("City"), Devonwood Apartments LP, a Delaware Limited Partnership (the "Developer"), and Central Valley Coalition for Affordable Housing, a California nonprofit corporation ("Sponsor"); and

A. On June 21, 2022, the City Council of the City of Merced authorized the commitment of \$6,500,000 to The Richman Group of California Development Company, LLC and the Central Valley Coalition for Affordable Housing, a California nonprofit corporation; and

B. A commitment reservation letter dated June 28, 2022, ("Commitment") provided for \$6,500,000 in financial assistance in the form of \$2,309,538 in grants and \$4,190,462 in loans from the City to the Project; and

C. In order to carry out the commitment reservation, the City will provide One Million, Three Hundred Nine Thousand, Five Hundred Thirty Eight Dollars (\$1,309,538) in Coronavirus Local Fiscal Recovery Funds as established under the American Rescue Plan Act ("ARPA") pursuant to Title 31 of the Code of Federal Regulations ("CFR") Part 35 (the "ARPA Grant") to the Sponsor, who is the Managing Member of Developer's Managing General Partner, for the construction of a multi-family affordable residential rental project (the "Project") on that certain real property generally located at 1535 Devonwood Drive, Merced, California 95348 (APN 058-

220-048), and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

D. The Project consists of one hundred fifty-six (156) rental dwelling units. Of the 156 units, seventeen (17) units will be assisted by the ARPA Grant, of which eleven (11) one-bedroom units and six (6) two-bedroom units are rented to households with incomes at or below thirty percent (30%) of the Area Median Income ("AMI") for Merced County, with adjustments for family size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to the United States Housing Act of 1937. Two (2) two-bedroom units will be reserved as Manager's Units. Should the Developer have multiple restrictions on unit affordability required by multiple funding sources, the Developer shall adhere to the more restrictive (lower) income limits.

E. The City is providing additional financial assistance as set forth in City Council Resolution No., \_\_\_\_\_, approved in support of the Project.

F. In addition, the Project has been awarded additional assistance for unit construction in the form of: (a) a \$6,578,807 Infill Infrastructure Grant ("IIG") from the California Department of Housing and Community Development ("HCD"); (b) a \$4,000,000 Mixed-Income Program ("MIP") Subsidy Loan from the California Housing Finance Agency ("CalHFA"); and (c) \$35,814,917 in Federal 4% Tax Credit Equity and [\$\_\_\_] in State Tax Credits.

G. The Housing Authority of the County of Merced has committed [39] project-based vouchers for a 20-year term.

H. The Project consists of one hundred fifty-six (156) rental dwelling units. Of the 156 units, seventeen (17) units will be assisted by the ARPA Grant, of which eleven (11) one-bedroom units and six (6) two-bedroom units are rented to households with incomes at or below thirty percent (30%) of the Area Median Income ("AMI") for Merced County, with adjustments for family size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to the United States Housing Act of 1937. Two (2) two-bedroom units will be reserved as Manager's Units. Should the Developer have multiple restrictions on unit affordability required by multiple funding sources, the Developer shall adhere to the more restrictive (lower) income limits.

#### ARTICLE I. GRANT OF CITY FUNDS

I. SECTION 1.01 ARPA Grant. Subject to the satisfaction of the conditions set forth herein, the City grants to Sponsor the amount of One Million, Three Hundred Nine Thousand, Five Hundred Thirty-Eight Dollars (\$1,309,538) in ARPA funds for the primary purpose of assisting with the construction of seventeen (17) of the one hundred fifty-six (156) rental dwelling units in the Project. Of the seventeen (17) units assisted by the ARPA Grant, eleven (11) one-bedroom units and six (6) two-bedroom units are rented to households with incomes at or below thirty percent (30%) of the Area Median Income ("AMI") for Merced County, with adjustments for family size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to the United States Housing Act of 1937. The 17 units restricted

under the HOME Loan shall be the same 17 units restricted under the Grant Documents and not in addition to.

As a condition of the receipt of said ARPA Grant, Sponsor agrees to cause the Developer to carry out the project as generally described in the Commitment Letter dated June 21, 2023, attached as Exhibit "B". Sponsor shall use the ARPA Grant funds to make a loan to the Developer.

Sponsor may periodically submit claims for disbursement of the ARPA Grant when the funds are needed for reimbursement of eligible costs identified in the Project Budget attached as Exhibit "C". The amount of each such request shall be limited to the amount reimbursed. The request shall be accompanied by documentation of expenditures in such form as may be required by the City, including but not limited to submission of copies of documents such as paid invoices, payroll, time sheets, and other supporting source documents.

Sponsor shall be liable for repayment of any ARPA Grant proceeds disbursed to Sponsor that are subsequently determined to constitute disallowed costs. Disallowed costs may be identified through audits, monitoring, or other sources.

That certain Regulatory Agreement and Declaration of Restriction Covenants of even date hereof (the "Regulatory Agreement") imposing covenants, conditions and restrictions running with the land is a material consideration for the making of the ARPA Grant. Developer shall execute the Regulatory Agreement and deliver it to escrow for recordation. This Grant Agreement, the Regulatory Agreement, the Agreement Containing Covenants Affecting Real Property, and documents related thereto, are referred to herein as the "Grant Documents."

SECTION 1.02 Conditions of Funding. The obligation of the City to disburse ARPA Grant proceeds pursuant to this Grant Agreement is subject to the following conditions:

1. Sponsor shall provide the City with a corporate resolution or similar document approving and authorizing execution of this Grant Agreement and all documents contemplated hereby and with such other documents required by the City regarding Sponsor's corporate status and ability to enter into this transaction.

2. Sponsor shall provide the City with Certificates of Insurance in form and with insurers admitted in California acceptable to the City, evidencing compliance with the insurance requirements of this Grant Agreement on or prior to close of escrow on the property and upon demand by City at any time subsequent. If requested by the City, Sponsor shall also provide copies of the required insurance policies.

3. As a material inducement to City to enter into this Grant Agreement and to make the ARPA Grant to Sponsor, Sponsor unconditionally, and each signatory who signs on its behalf, to the extent of their actual knowledge, represents and warrants to City, as of the date hereof, as follows:

- (a) Sponsor is duly formed and validly exists in the form stated in Article I, is qualified to do business in California, and has full power to consummate the transactions contemplated.

(b) Sponsor has full authority to execute this Grant Agreement, the Regulatory Agreement and all of the other Grant Documents, to undertake and consummate the contemplated transactions, and to pay, perform, and observe all of the conditions, covenants, agreements, and obligations.

(c) This Grant Agreement, the Regulatory Agreement, and each of the other Grant Documents constitutes a legal and binding obligation of, and is valid and enforceable against Sponsor, in accordance with the terms of each.

(d) There are no actions, suits, or proceedings pending or, to the best knowledge of Sponsor, threatened against or affecting Sponsor, the Property, or any part of it, or the validity or enforceability of any of the other Grant Documents, at law or in equity, or before or by any local, state or federal governmental agency. Sponsor is not in default with respect to any order, writ, injunction, decree, or demand of any court or other local, state or federal governmental agency.

(e) The consummation of the transactions covered by this Grant Agreement and the payment and performance of all of the obligations in the Grant Documents will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, contract, loan or credit agreement, corporate charter, bylaws, partnership agreement, trust agreement, or other instrument to which the Sponsor or the Property may be bound or affected.

(f) There is no event of default or potential default on the part of Sponsor under the Grant Documents or any other document relating to the financing of the Project.

(g) Sponsor has not received financing for either the acquisition of the Property, the construction of the Project or the permanent financing of the Project except as has been specifically disclosed to City in writing.

(h) All proceeds of the ARPA Grant will be disbursed as provided in this Grant Agreement and used only for reimbursement of the costs of rehabilitation of the Project in accordance with other purposes specified in this Grant Agreement.

(i) All applications, financial statements, reports, documents, instruments, information, and forms of evidence delivered to City concerning the ARPA Grant or required by this Grant Agreement or any of the other Grant Documents are accurate, correct and sufficiently complete in all material respects to give City true and accurate knowledge of their subject matter, and do not contain any untrue statement of a material fact or omit any material fact necessary to make them not misleading.

## ARTICLE II. OPERATION OF THE PROJECT

SECTION 2.01. Acceptance of Obligations. In consideration of the Grant to be provided hereunder, Sponsor agrees to and accepts the restrictions, obligations, and conditions contained in

this Grant Agreement, including without limitation, the occupancy and rent requirements set forth in Section 2.04 below.

SECTION 2.02. Development and Operation of Project. Sponsor shall maintain the Property for rental housing in accordance with this Grant Agreement, and all other applicable legal requirements. Sponsor shall at all times maintain in full force and effect all applicable licenses required by the City of Merced, the County of Merced, and/or the State of California to operate and manage the property.

SECTION 2.03 ARPA Requirements. Sponsor shall comply with all applicable laws and regulations governing the use of the ARPA funds including, but not limited to, all applicable regulations contained in 31 CFR Part 35, which are incorporated herein by reference. Per 31 CFR Section 35.6, if ARPA funds are to be used for affordable housing programs, impacted households must qualify under the National Housing Trust Fund (12 U.S.C. 4568) or Home Investment Partnerships ("HOME") Program (42 U.S.C. 12721 *et seq.*).

SECTION 2.04. Occupancy and Rent Requirements.

A. Occupancy Requirement. During the term of this Grant Agreement, in order to meet the requirements of 31 CFR Part 35, Sponsor agrees to cause Developer to rent the property only to tenants whose income meet the requirements of the HOME Program contained in 24 CFR Section 92.252. This provision shall operate as a deed restriction during the term of this Grant Agreement. Should the annual income limit differ between the CFR and other applicable regulatory agencies in a given year, Sponsor agrees to cause the Developer to adhere to the more restrictive (lower) income limits.

B. Rent Requirement. Initial rent shall be established in accordance with 24 CFR 92.252 and any increases shall not exceed the permitted rent under 24 CFR 92.252. Should the annual rent limit differ between the CFR and other applicable regulatory agencies in a given year, the Developer shall adhere to the more restrictive (lower) rent limits.

C. Records Relating to Occupancy and Rental Requirements. Sponsor shall cause the Developer to maintain all documents used in determining the qualifications of occupants, complete records of rent and other charges billed to and received from all occupants, and such other documents and reports as are necessary to enable the City, as recipient of ARPA funds, to meet the recording requirements of 24 CFR Part 92, sub part K 92.508. The records and documents described in the preceding sentence shall be maintained for the periods and in the manner set forth in Section 2.06 below. The City shall have the right to review and audit such documents and records for compliance with requirements of this Section.

D. Noncompliance with Rent Restrictions; Return of Funds. If the maximum rent authorized to be charged by 24 CFR 92.252 is exceeded for the period specified by 24 CFR 92.252, the funds granted hereunder to Sponsor shall be returned to City pursuant to 24 CFR 92.504(c)(3)(ii).

SECTION 2.05. Corporate Status. At all times during the term of this Grant Agreement, Sponsor shall maintain its existence and shall comply with all provisions of the California Law (Corporations Code Section 5000 *et. seq.*).

SECTION 2.06. Records and Audits.

A. Maintenance of Records. Sponsor shall maintain records including, but not limited to, books, financial records, supporting documents, statistical records, and all other pertinent records sufficient to accurately reflect all expenditures under this Grant Agreement, and all other matters covered by this Grant Agreement pursuant to 24 CFR 92.

Sponsor shall preserve and make available its records relating to receipt and use of ARPA Grant proceeds until the expiration of seven (7) years from the date of final disbursement of ARPA grant proceeds by the City, or for such longer period, if any, as required by law.

B. Annual Audit. Each year in which ARPA Grant proceeds are received or expended, Sponsor shall cause to be prepared an independent fiscal audit conducted in accordance with generally accepted auditing principles, which audit shall identify the ARPA Grant proceeds received and expended.

Upon completion, Sponsor shall provide the City with a copy of each annual independent fiscal audit.

C. Examination of Records and Facilities. Any time during normal business hours, and as often as may be deemed necessary, the Sponsor agrees that the City or any duly authorized employee or representative, shall have access to and the right to examine Sponsor's offices or facilities engaged in performance of this Grant Agreement, and all the Sponsor's records with respect to all matters covered by this Grant Agreement.

SECTION 2.07. Insurance. Sponsor shall cause Developer to maintain, throughout the term of this Grant Agreement, insurance from companies admitted in California, and approved by the City, in amounts as follows:

A. Workers' Compensation Insurance, including Employers' Liability coverage, with limits not less than required by California law.

B. Comprehensive General Liability Insurance with limits of not less than \$1,000,000 for each occurrence combined single limit bodily injury and property damage, including coverage for contractual liability.

C. Property Insurance covering the Property in a form appropriate for the nature of this Property covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with a deductible, if any, acceptable to the City, naming City as loss payee as its interest may appear.

D. The General Liability Insurance provided hereunder shall name the City as an additional insured and all insurance shall provide the City with thirty (30) days written notice of any cancellation.

### ARTICLE III. DEFAULT, ENFORCEMENT, AND REMEDIES

SECTION 3.01. Default. Failure by either party to timely perform any material term or provision of this Grant Agreement (including, without limitation, failure by Sponsor to comply with the occupancy and rent requirements of Section 2.04 above), shall be considered a Default by that party under this Grant Agreement. The non-defaulting party shall serve written notice of a Default upon the defaulting party. If such Default is not cured by the defaulting party within thirty (30) calendar days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such Default; provided, however, that if the cure cannot be effectuated within such thirty (30) day period, the defaulting party shall have a reasonable additional time period to effectuate such cure so long as it commences such cure within the initial 30 day period, but in no event shall such cure period exceed ninety (90) calendar days after service of the notice of default; and provided, however, the non-defaulting party may, at its sole and complete discretion, waive any damage from the defaulting party by written notice to the defaulting party.

### ARTICLE IV. GENERAL PROVISIONS

SECTION 4.01 Notices. Any notice, tender, or delivery to be given hereunder by either party to the other may be affected in writing either by personal delivery or sent by first class mail through the United States Postal Service, addressed as set forth below. Either party may change its address by written notice in accordance with this section.

TO CITY:                      City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340  
Attention: Housing Division & City Clerk

With a Copy to:          City Attorney's Office  
City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340

TO SPONSOR:              Central Valley Coalition for Affordable Housing  
3351 "M" Street, Suite 100  
Merced, California 95348  
Attention: Christina Alley

TO DEVELOPER:          Devonwood Apartments, LP  
777 West Putnam Ave  
Greenwich, CT 06830  
Attention: President

With a Copy to: Nelson Mullins Riley & Scarborough LLP  
390 N. Orange Ave, Suite 1400  
Orlando, Florida 32801  
Attention: Heather Toft, Esq.

With a Copy to: The Richman Group of California Development Company LLC  
420 31<sup>st</sup> Street Suite B1  
Newport Beach, CA 92663

With a copy to: USA Institutional Devonwood LLC  
c/o JDF, LLC  
777 West Putnam Ave  
Greenwich, CT 06830  
Attention: Joanne D. Flanagan, Esq.

SECTION 4.02 Assignment. Sponsor acknowledges and agrees that the Grant is being provided in consideration of its special expertise, skill, and ability of Sponsor to cause Developer to operate and maintain the Property in a manner that will achieve the City's objective to provide quality affordable housing for lower income households. Consequently, Sponsor shall not permit any voluntary transfer, assignment, or encumbrance of this Grant Agreement without first obtaining the City's written consent, which shall not be unreasonably withheld, delayed or conditioned. Any transfer, assignment, encumbrance, or lease without the City's consent shall be voidable and, at the City's sole discretion, shall constitute a material breach of this Grant Agreement.

SECTION 4.03 Non-Discrimination. In addition to observing any federal requirements relating to non-discrimination, such as 24 CFR 92.350, Developer shall assure, in connection with the performance of this Grant Agreement, that no person shall be subject to discrimination because of race, religion, ethnic background, sex, sexual preference, or disability.

SECTION 4.04 No Third Party Beneficiaries. Nothing contained in this Grant Agreement shall be construed as creating a relationship of employer and employee or principal and agent between the City and Sponsor or Sponsor's agents or employees. Nothing contained in this Grant Agreement shall create or justify any claim against City by any third person with whom Sponsor may have employed or contracted.

SECTION 4.05 Indemnification. As a separate and independent covenant and irrespective of any insurance coverage, Sponsor shall take all responsibility for its performance, and shall bear all losses and damage directly resulting to it, and for performance of any of its contractors, subcontractors or agents.

Sponsor agrees to defend with counsel selected by the City, protect, indemnify, and hold harmless the City, its officers, employees, representative, and agents (collectively, the



“Indemnitees”), on account of any act, error, or omission of Sponsor in the performance of this Grant Agreement.

Sponsor agrees to indemnify, protect, to assume the defense of with counsel selected by the Indemnitees from every claim, loss, damage, injury, expense, including attorney’s fees, judgment, and direct or vicarious liability of every kind, nature, and description arising in whole or in part from the performance of this Grant Agreement, provided that no Indemnatee shall be entitled to indemnification under this Section for matters caused by such Indemnatee’s gross negligence or willful misconduct.

SECTION 4.06 Covenant Running With Land. The provisions of this Grant Agreement shall constitute covenants which shall run with the land and be binding upon Sponsor and Sponsor’s successors and assigns, and all parties having or acquiring any right, title, interest in whatever form, including, but not limited to, leasehold interests, in and to any part of the Property except that, subject to the Regulatory Agreement and if specifically referenced herein, the same shall terminate and become void fifty-five (55) years from the date a final certificate of occupancy is issued for the Project. Any attempt to transfer title or any interest therein in violation of these covenants, except as herein provided, shall be void.

SECTION 4.07 Term. The term of this Grant Agreement shall commence upon the date of this Grant Agreement and shall continue for fifty-five (55) from the date a final certificate of occupancy is issued for the Project unless earlier terminated by the parties hereto. Upon termination or expiration of hereof, Developer shall transfer any ARPA funds on hand and any accounts receivables attributable to the use of ARPA funds to the City.

SECTION 4.08 Entire Agreement. This Grant Agreement constitutes the entire Agreement between the City and Sponsor with respect to the subject matter hereof.

SECTION 4.09 Amendments. The City and Sponsor reserve the right to amend this Grant Agreement by mutual consent. It is understood and agreed that no alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms of this Grant Agreement shall be binding on either of the parties, unless made in writing and signed by both of the parties.

SECTION 4.10 Severability. The invalidity of any clause, part, or provision of this Grant Agreement shall not affect the validity of the remaining portions thereof.

SECTION 4.11 Exhibits. The following referenced exhibits are attached to this Grant Agreement and are incorporated in this Grant Agreement as though fully set forth herein.

Exhibit A: Legal Description of Property  
Exhibit B: Commitment Letter  
Exhibit C: Project Budget

SECTION 4.12 Venue. This Grant Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Grant Agreement shall be held exclusively in a state court in the County of Merced.

SECTION 4.13. Other Program Requirements. Sponsor is required by this Grant Agreement to carry out each activity in compliance with all federal laws and regulations described in 31 CFR Part 35.

SECTION 4.13 Affirmative Marketing. Sponsor must comply with the City's affirmative marketing procedures and requirements adopted in accordance with 24 CFR Section 92.351.

[Signatures on Next Page]

IN WITNESS WHEREOF, the City, the Sponsor and the Developer, as owner of the Property, have executed this Agreement by duly authorized representatives, all on the date first above written.

CITY OF MERCED  
A California Charter Municipal Corporation

BY: \_\_\_\_\_  
D. Scott McBride,  
City Manager

ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:  
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 1/4/24  
City Attorney Date

ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: \_\_\_\_\_  
Verified by Finance Officer

IN WITNESS WHEREOF, the City, the Sponsor and the Developer, as owner of the Property, have executed this Agreement by duly authorized representatives, all on the date first above written.

“SPONSOR”

**CENTRAL VALLEY COALITION FOR  
AFFORDABLE HOUSING**, a California non-  
profit public benefit corporation

By: \_\_\_\_\_

Christina Alley, Chief Executive Officer

IN WITNESS WHEREOF, the City, the Sponsor and the Developer, as owner of the Property, have executed this Agreement by duly authorized representatives, all on the date first above written.

**DEVELOPER/PROPERTY OWNER:  
DEVONWOOD APARTMENTS, LP**, a Delaware  
limited partnership

By: CVCAH Devonwood Apartments, LLC, a California  
limited liability company, its managing general partner

By: Central Valley Coalition for Affordable Housing,  
a California non-profit public benefit corporation,  
its manager

By:  
Christina Alley  
Chief Executive Officer

By: Devonwood GP, LLC, a Delaware limited liability company, its administrative general partner

By: TRG Devonwood Member, LLC, a Delaware limited liability company, its sole member and manager

By:  
Rick Westberg  
Executive Vice President

By: The Richman Group of California Development Company LLC, a California limited liability company, its co-general partner

By:  
Rick Westberg  
Executive Vice President

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

County of \_\_\_\_\_)

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
(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)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

County of \_\_\_\_\_)

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
(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)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

County of \_\_\_\_\_)

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
(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: Legal Description of Property**

**Exhibit B: Commitment Letter**

## **Exhibit C: Project Budget**