

RECORDING REQUESTED BY:

City of Merced, A California charter
municipal corporation acting as the Housing
Successor Agency to the former Redevelopment
Agency of the City of Merced

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

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

(Above for Recorder's Use Only)

**AGREEMENT CONTAINING COVENANTS
AFFECTING REAL PROPERTY**

**In Respect of the
CITY OF MERCED
acting solely as the Housing Successor Agency to the
Former City of Merced Redevelopment Agency**

(CC915 Merced, Inc. Affordable Housing Project)

THIS AGREEMENT (this "Agreement") is entered into this ____ day of _____, _____, by and between the City of Merced, a California charter municipal corporation, acting solely as the Housing Successor Agency to the Redevelopment Agency of the City of Merced ("Agency"), and CC915 Merced, Inc., a Florida Corporation (the "Developer").

WHEREAS, the Agency desires to provide a grant of Two Hundred Thousand Dollars (\$200,000) from Low and Moderate Income Housing Asset Funds ("Housing Asset Funds") acting as the Housing Successor Agency to the former Redevelopment Agency of the City of Merced (the "Housing Successor Grant") to Developer for the construction of a multi-family affordable residential rental project (the "Project") on that certain real property generally known as 73 South "R" Street, Merced, California 95341 (APN 059-256-004), and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property" or "Site").

WHEREAS, the Project consists of twenty one (21) rental dwelling units. Twenty (20) units will be rented to extremely low income 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 California Department of Housing and Community Development ("HCD") pursuant to California Health and Safety Code ("HSC") Section 50093; the units will be designated as housing units for homeless veterans and homeless individuals, or others at risk of homelessness, and restricted to thirty percent (30%) AMI ; and one (1) unit will be designated as a manager unit. Should the Developer have multiple restrictions on unit affordability required by other funding sources, the Developer shall adhere to the more restrictive (lower) income limits.

WHEREAS, The Housing Successor Grant is subject to the requirements of HSC Sections 34176 and 34176.1.

NOW, THEREFORE, THE AGENCY AND THE DEVELOPER AGREE AS FOLLOWS:

1. The Developer, on behalf of itself and its successors, assigns, and each successor in interest to the Site or any part thereof, hereby covenants and agrees:

(a) To use, devote and maintain the Site and each part thereof, for the purposes and uses specified in the City's General Plan and in accordance with the City zoning requirements. No building or any tenant space within a building may include visible bars or grates over or behind any window visible from a public street or right of way. Any permanent signage affixed to the building or windows must be of high quality materials, not including tempera paint.

If in the future, should the building be rezoned to allow commercial uses, the retail and commercial spaces on the Site shall be developed to a high standard and shall not be leased, rented to, or occupied by pawn shops, tattoo parlors, fortune-tellers, skateboard shops, or bail bonds businesses.

(b) To maintain the improvements and landscaping on the Site and keep the Site free from any accumulation of debris and waste materials.

(c) Not to discriminate upon the basis of sex, marital status, disability, race, color, creed, religion, age, national origin, sexual orientation or identity, or ancestry in the sale, lease, sublease, transfer, or rental, or in the use, occupancy, tenure, or enjoyment of the Site or any improvements thereon, or of any part thereof. Each and every deed, lease, and contract entered into with respect to the Site shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or groups of persons on account of race, color, creed, religion, sex, disability, marital status, ancestry, sexual orientation or identity, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or

through him, 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, sub-lessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, disability, color, creed, religion, sex, marital status, ancestry, sexual orientation or identity, or national origin in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, 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, sub-lessees, subtenants, or vendees in the land herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, disability, ancestry, sexual orientation or identity, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, 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, sub-lessees or vendees of the land."

2. There shall be no discrimination against or segregation of any person or groups of persons, on account of sex, marital status, disability, race, color, creed, religion, age, national origin, sexual orientation or identity, or ancestry in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any part thereof, nor shall the Developer, its successors, assigns, or successors in interest to the Site or any part thereof, or any person claiming under or through them, 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, sub-lessees, or vendees of the Site or any part thereof.

3. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Developer and any successor in interest to the Site, or any part thereof, for the benefit of and in favor of the City and Agency, and its successors and assigns. Except as set forth in the following sentence and as otherwise set forth in the Deed Restriction Covenant and Grant Documents with respect to the Housing Successor Grant, as such terms are defined in the Deed Restriction Covenant and Grant Agreement, the covenants in paragraph 1 of this Agreement shall remain in effect until 55 years from the issuance

of a certificate of occupancy. The covenants against discrimination contained in paragraphs 1 and 2 of this Agreement shall remain in perpetuity.

4. The covenants and restrictions contained in this Agreement shall not benefit nor be enforceable by any owner of any other real property within or outside the Property or any person or entity having any interest in any such other real property.

5. Any notice, request, demands, approvals, or other communications given hereunder or in connection herewith shall be sent by registered or certified mail, return receipt requested, postage and fees prepaid and addressed to the party hereto to receive such notice, at its address as set forth as follows:

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

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

TO DEVELOPER: CC915 Merced, Inc.
ATTN: Christine Ettore
35640 Seneca Reserve Drive
Eustis, FL 32736

Either party may, by notice given as aforesaid, change its address for any subsequent notice. Any notice shall be deemed given on the second day following its deposit in the United States mail. No party hereto shall be deemed to be in default of any provision hereof unless and until twenty-one (21) days notice thereof shall be given by one party to the other, and then the party in default shall have the absolute right to cure said default so long as such cure is commenced within a reasonable time, in no event longer than sixty (60) days, and such cure is diligently prosecuted to its conclusion. The foregoing is in addition to any of the provisions contained herein.

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

CITY OF MERCED
A California Charter
Municipal Corporation acting
as the Housing Successor
Agency to the Former City of
Merced Redevelopment
Agency

BY: _____
D. Scott McBride
City Manager/
Executive Director

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk acting as
The Secretary to the Housing Successor Agency

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

BY: Craig Cornwell
General Counsel to the
Housing Successor Agency

Date: 3/7/2025

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

"DEVELOPER"

CC915 MERCED, INC.

A Florida Corporation

By: CC915 Merced, Inc., A Florida
Corporation

Its: Agency for Service of Process

By: C. Ettore

Christine Ettore

Taxpayer I.D. No. 87-3752951

ADDRESS:

35640 Seneca Reserve Drive
Eustis, FL 32736

TELEPHONE: 407-733-8073

E-MAIL: cettore@ettore
enterprises.com

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)

FLORIDA NOTARY ACKNOWLEDGEMENT (CORPORATION)

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence ☐

online notarization, this 17th day of March, 2025, by

Christine Ethore (Name of Officer or Agent, Title of Officer or Agent) of

CC915 merced, Inc (Name of Corporation Acknowledging), a Florida (State or

Place of Incorporation) corporation, on behalf of the corporation. He/she is personally

known to me or has produced _____ (Type of Identification) as identification.

Shana Brown
Signature of Notary Public

(Seal)

Shana Brown
Print, Type or Stamp Name of Notary

n/a
Title or Rank

n/a
Serial Number, if any



Exhibit A: Legal Description of Property

Real property in the City of Merced, County of Merced, State of California, described as follows:

ALL THAT PORTION OF LOT 9, AS SHOWN ON THE MAP ENTITLED, "MAP OF HARTLEY COLONY", FILED JANUARY 03, 1911, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN VOL. 4 OF OFFICIAL PLATS, AT PAGE 41, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE WEST LINE OF A 40 FOOT AVENUE ALONG THE EAST SIDE OF SAID LOT 9, DISTANT THEREON SOUTH 0° 54' 30" WEST 210 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTH LINE OF THE 60 FOOT COUNTY ROAD ALONG THE NORTH SIDE OF SAID LOT 9; THENCE SOUTH 89° 38' WEST, A DISTANCE OF 214.24 FEET TO THE WEST LINE OF THE PROPERTY CONVEYED TO SAMUEL G. R. DANIELS BY DEED RECORDED MAY 2, 1946 AS FILE NO. 5994; THENCE SOUTH 0° 33' 15" WEST, AND ALONG THE WEST LINE OF SAID DANIELS PROPERTY, A DISTANCE OF 100 FEET; THENCE NORTH 89° 38' EAST, A DISTANCE OF 214.24 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE 40 FOOT AVENUE, KNOWN AS "SOUTH R STREET", THENCE NORTH AND ALONG THE WEST LINE OF SAID AVENUE, A DISTANCE OF 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE HEREIN DESCRIBED LAND LYING WITHIN THE STRIP OF LAND CONVEYED TO THE CITY OF MERCED, BY DEED DATED MARCH 25, 1901, AND RECORDED IN VOL. 55 OF DEEDS AT PAGE 86.

ALSO EXCEPTING THEREFROM 1/16TH INTEREST OF ALL COAL, OIL, GAS, HYDROCARBON AND OTHER MINERAL DEPOSITS CONTAINED, IN OR UNDER SAID REAL PROPERTY DESCRIBED AND OTHER LAND, AS RESERVED IN THE DEED FROM FLOYD W. WEST AND BERNICE WEST, HIS WIFE, TO JOSEPH L. PADEN, DATED APRIL 18, 1932, AND RECORDED NOVEMBER 16, 1932, IN VOL. 378 OF OFFICIAL RECORDS, AT PAGE 394.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE HEREIN DESCRIBED LAND LYING WITHIN THE STRIP OF LAND CONVEYED TO THE CITY OF MERCED BY DEED DATED JULY 20, 1976 AND RECORDED AUGUST 02, 1976, VOL. 2040 OFFICIAL RECORDS, PAGE 75.

APN: 059-256-004