

RESOLUTION NO. 14-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS NECESSARY TO DISSOLVE AND TERMINATE EXISTING CONDOMINIUMS TO IMPLEMENT AN AFFORDABLE HOUSING REGULATORY AGREEMENT AT THE VILLAGES AT PACIFICA APARTMENT COMPLEX (FORMERLY MARYMOUNT SUMMIT/GATEWAY APARTMENTS) LOCATED AT 405-439 AND 443-467 GATEWAY DRIVE IN PACIFICA (APNS 009-540-110, 009-540-120, 009-540-130, 009-540-140, 009-540-150, 009-540-160, AND 009-540-170).

WHEREAS, Pacifica Villages, LP (“Owner”) owns the Villages at Pacifica apartment complex (formerly Marymount Summit/Gateway Apartments) located at 405-439 and 443-467 Gateway Drive in Pacifica (APNs 009-540-110, 009-540-120, 009-540-130, 009-540-140, 009-540-150, 009-540-160, and 009-540-170) (“Property”); and

WHEREAS, the Property consists of 170 apartment units, comprised of (94) 1 bedroom/1 bathroom units, (44) 2 bedroom/1 bathroom units; and (32) 2 bedroom/2 bathroom units; and

WHEREAS, the City Council of the City of Pacifica adopted Resolution No. 71-2020 on November 23, 2020, approving an Affordable Housing Regulatory Agreement (“Regulatory Agreement”) and Loan Agreement between the City of Pacifica (“City”) and Owner to convert 168 apartment units at the Property into an affordable housing project affordable to persons earning not more than 80 percent of the San Mateo County Area Median Income; and

WHEREAS, the City Manager executed the Regulatory Agreement on January 21, 2021, and it was recorded in the San Mateo County Recorder’s Office as Instrument No. 2021-012385 on January 26, 2021; and

WHEREAS, pursuant to approval of Condominium Conversion CC-05-08, Parking Exception PE-148-08, Tentative Subdivision Map SUB-216-08, and Use Permit UP-987-08 by the City’s Planning Commission on December 15, 2008 (“Condominium Conversion”), the City authorized creation of condominiums at the Property; and

WHEREAS, subsequent to the Condominium Conversion, the prior owner of the Property took steps to create condominiums at the Property including but not limited to filing a final subdivision map and a condominium plan in the San Mateo County Recorder’s Office; and

WHEREAS, the existence of condominiums at the Property, in addition to other agreements recorded on the property related to below-market rate housing required by the Condominium Conversion, prevents the Owner from fully implementing the terms of the Regulatory Agreement, including rent increases and affordability requirements; and

WHEREAS, until the condominiums at the Property are dissolved and terminated, the Owner will be unable to fully implement the Regulatory Agreement; and

WHEREAS, Section 11 of the Regulatory Agreement indicates that the City shall cooperate with Owner’s termination of the existing condominiums at the Property; and

WHEREAS, Owner submitted a written request for City's approval to dissolve and terminate the condominiums on January 29, 2021; and

WHEREAS, City has provided notice of the City Council's consideration of dissolution and termination of condominiums at the Property by mailing notice to occupants of the Property, posting notice in various common area locations of the Property, and publishing a public notice in the Pacifica Tribune newspaper on February 24, 2021; and

WHEREAS, the City Council of the City of Pacifica considered dissolution and termination of condominiums at the Property in furtherance of the Regulatory Agreement at a duly noticed public meeting on March 8, 2021, at which time it considered all oral and documentary evidence presented.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pacifica as follows:

1. The City Council hereby finds as follows:
 - a. The above recitals are true and correct and material to this Resolution.
 - b. Dissolution and termination of condominiums at the Property is exempt from the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment per CEQA Guidelines Section 15061(b)(3).
2. The City Council hereby approves and authorizes the City Manager to execute the following documents, in the forms attached hereto respectively, as Exhibits A through C, subject to minor revisions approved by the City Manager in consultation with the City Attorney:
 - a. Termination of Declaration of Covenants, Conditions and Restrictions for The Summit at Skyline
 - b. Termination of Below Market Rate Compliance Agreement
 - c. Termination of Inclusionary Zoning Compliance Agreement
3. The City Manager is further authorized to execute any other documents necessary to effectuate the dissolution and termination of condominiums at the Property as required to implement this Resolution and the terms and conditions of the Regulatory Agreement.

* * * * *

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on the 8th day of March 2021.

AYES, Councilmembers: Beckmeyer, Bier, Bigstcyk, O'Neill, Vaterlaus

NOES, Councilmembers: n/a

ABSENT, Councilmembers: n/a

ABSTAIN, Councilmembers: n/a



Sue Beckmeyer, Mayor

ATTEST:



Sarah Coffey, City Clerk

APPROVED AS TO FORM:



Michelle Marchetta Kenyon, City Attorney

EXHIBIT A

**TERMINATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SUMMIT AT SKYLINE**

(407, 415, 439, 443, 463 and 435 Gateway Drive)

(APNs 009-540-110, 009-540-120, 009-540-130, 009-540-140, 009-540-150, 009-540-160, 009-540-170)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Pacifica Villages, LP
P.O. Box 1228
Los Angeles, CA 90078

SPACE ABOVE RESERVED FOR FILING STAMP

**TERMINATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SUMMIT AT SKYLINE**

(407, 415, 439, 443, 463 and 435 Gateway Drive)

(APNs 009-540-110, 009-540-120, 009-540-130, 009-540-140, 009-540-150, 009-540-160, 009-540-170)

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SUMMIT AT SKYLINE (this "Termination of CC&Rs"), effective as of _____, 2021, is made by PACIFICA VILLAGES, LP, a California limited partnership (the "Owner" and/or "Declarant") as successor in interest to MARYMOUNT GATEWAY APARTMENTS, LLC and MARYMOUNT SUMMIT, LLC, each a California limited liability company (individually and jointly, the "Prior Owner" and/or "Original Declarant").

Whereas, the Prior Owner recorded that certain SUMMIT AT SKYLINE CONDOMINIUM MAP (the "Condominium Map") in the Official Records of the County of San Mateo, State of California ("Official Records") on August 22, 2014, in Book 139 of Maps at Pages 71-77, as Series No. 2014-900116.

Whereas, the Condominium Map describes the property commonly known as the MARYMOUNT SUMMIT/GATEWAY APARTMENTS located at 407, 415, 439, 443, 463 and 435 GATEWAY DRIVE IN THE CITY OF PACIFICA, CALIFORNIA, as more specifically described in the Condominium Map (the "Property").

Whereas, in accordance with the Condominium Map, the Prior Owner on or about April 9, 2015, also recorded that certain SUMMIT AT SKYLINE CONDOMINIUM PLAN (the "Condominium Plan") as Series No. 2015-034433 in the Official Records; that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SUMMIT AT SKYLINE (the "Original CC&Rs") as Series No. 2015-034434 in the Official Records; and that certain SHARED USE AGREEMENT as Series No. 2015-034437 in the Official Records (hereinafter, the Condominium Map, Condominium Plan, CC&Rs and Shared Use Agreement, the "Condominium Documents").

Whereas, pursuant to Section 2.6 of the Original CC&Rs, on about December 16, 2015, additional phases of the development were made subject to the Original CC&Rs as evidenced by those certain DECLARATION OF ANNEXATION recorded in the Official Records as Series 2015-132500 ("Phase 2"); Series 2015-132501 ("Phase 3"); Series 2015-132502 ("Phase 4"); Series 2015-132503 ("Phase 5"); and Series 2015-132504 ("Phase 6" and together with Phase 2, Phase 3, Phase 4 and Phase 5, the "Annexations" and together with the Original CC&Rs, the "CC&Rs").

Whereas, since the recording of the Condominium Documents, no condominium units have been sold and the Property has been and continues to be operated as rental apartments.

Whereas, Owner intends to continue to operate the Property as rental apartments, not as a condominium project and does not intend to sell any units.

Whereas, it is now Owner's intent and desire to revoke the Condominium Documents by this and other instruments to be recorded.

Whereas, Owner purchased the Property from Prior Owner on January 26, 2021, and also assumed Original Declarant's rights and duties under the CC&Rs pursuant to that certain ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SUMMIT AT SKYLINE recorded on January 26, 2021 in the Official Records as Recording Number E-2021012396 ("Assignment of CC&Rs").

Whereas, subdivision A of Section 9.4 of the CC&Rs provides that, at any time prior to the first close of escrow for a condominium unit on the Property, the Declarant may unilaterally terminate the CC&Rs by recording a written instrument which effects the termination and is signed and acknowledged by the Declarant of the CC&Rs.

Now, therefore:

Declarant hereby revokes and terminates those certain Original CC&Rs recorded in the Official Records on April 9, 2015, as Series No. 2015-034434 and they are of no further force and effect.

Declarant hereby further states that those certain Annexations recorded in the Official Records on December 16, 2015 as Series 2015-132500 ("Phase 2"); Series 2015-132501 ("Phase 3"); Series 2015-132502 ("Phase 4"); Series 2015-132503 ("Phase 5"); and Series 2015-132504 ("Phase 6"), being a part of the CC&Rs are revoked and of no further force and effect.

Declarant hereby further states that that certain Assignment of CC&Rs recorded on January 26, 2021 in the Official Records as Recording Number E-2021012396, is revoked and of no further force and effect.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first above written.

DECLARANT

Pacifica Villages, LP,
a California limited partnership

By: Housing on Merit XVIII LLC,
a California limited liability company,
its Managing General Partner

By: Housing on Merit,
a California nonprofit public benefit corporation,
its Sole Member

By: _____
Name: Jennifer Litwak
Its: Executive Director

By: VAP AGP, LLC,
a California limited liability company,
its Administrative General Partner

By: _____
Name: Daniel Mense
Its: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 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.

Signature _____

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State of California)
County of _____)

On _____, 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.

Signature _____

EXHIBIT B

**TERMINATION OF
BELOW MARKET RATE COMPLIANCE AGREEMENT
(407, 415, 439, 443, 463 and 435 Gateway Drive)**

(APNs 009-540-110, 009-540-120, 009-540-130, 009-540-140, 009-540-150, 009-540-160, 009-540-170)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Pacifica Villages, LP
P.O. Box 1228
Los Angeles, CA 90078

SPACE ABOVE RESERVED FOR FILING STAMP

**TERMINATION OF
BELOW MARKET RATE COMPLIANCE AGREEMENT
(407, 415, 439, 443, 463 and 435 Gateway Drive)
(APNs 009-540-110, 009-540-120, 009-540-130, 009-540-140, 009-540-150, 009-540-160, 009-540-170)**

THIS TERMINATION OF BELOW MARKET RATE COMPLIANCE AGREEMENT (405-467 GATEWAY DRIVE) (this "Termination of BMR Agreement"), effective as of _____, 2021, is made by PACIFICA VILLAGES, LP, a California limited partnership (the "Owner") as successor in interest to MARYMOUNT GATEWAY APARTMENTS, LLC and MARYMOUNT SUMMIT, LLC, each a California limited liability company (individually and jointly, the "Prior Owner") and THE CITY OF PACIFICA (the "City").

Whereas, Prior Owner proposed to convert 170 residential units to for-sale condominiums (the "Project") on that certain real property located at 407, 415, 439, 443, 463 and 435 Gateway Drive in the City of Pacifica, California, as more particularly described in Exhibit A, attached hereto (the "Property").

Whereas, the Prior Owner and the City executed that certain INCLUSIONARY ZONING COMPLIANCE AGREEMENT (405-467 GATEWAY DRIVE) (the "Inclusionary Zoning Agreement") recorded on August 27, 2014 in the Official Records of the County of San Mateo, State of California ("Official Records") as Series No. 2014-077501.

Whereas, the purpose of the Inclusionary Zoning Agreement is to establish the inclusion and management of affordable ownership units in the Project.

Whereas, the Prior Owner and the City also executed that certain BELOW MARKET RATE COMPLIANCE AGREEMENT (the "BMR Agreement"), recorded on August 13, 2019 in the Official Records as Series No. 2019-064312.

Whereas, the purpose of the BMR Agreement is to establish the inclusion and management of affordable rental units in the Project prior to the sale of condominium units.

Whereas, the Prior Owner recorded that certain SUMMIT AT SKYLINE CONDOMINIUM MAP (the "Condominium Map") in the Official Records on August 22, 2014, in Book 139 of Maps at Pages 71-77, as Series No. 2014-900116.

Whereas, in accordance with the Condominium Map, the Prior Owner, on or about April 9, 2015, also recorded that certain SUMMIT AT SKYLINE CONDOMINIUM PLAN (the "Condominium Plan") as Series No. 2015-034433 in the Official Records; that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SUMMIT AT SKYLINE (the "Original CC&Rs") as Series No. 2015-034434 in the Official Records; and that certain SHARED USE AGREEMENT as Series No. 2015-034437 in the Official Records.

Whereas no condominium units have been sold and the Property has been and continues to be operated as rental apartments.

Whereas, it is Owner's intent to revoke the Condominium Plan, CC&Rs, and Shared Use Agreement by other instruments to be recorded.

Whereas, Owner has submitted an application with the City to amend the Condominium Map to remove references to the condominiums.

Whereas, Owner also intends to continue to operate the Property as rental apartments and has proposed to establish an affordable housing rental project on the Property (the "Affordable Housing Project").

Whereas, on November 23, 2020, the City's Council passed and adopted Resolution No. 71-2020, authorizing the City's Manager to execute an Affordable Housing Regulatory Agreement and Loan Agreement in forms attached to Resolution No. 71-2020, as Exhibit A and B, respectively, for the Affordable Housing Project.

Whereas, Section 11 of the form Affordable Housing Regulatory Agreement provides that the City shall cooperate with the Owner to terminate the Inclusionary Zoning Agreement and the BMR Agreement.

Whereas, Owner purchased the Property from Prior Owner on January 26, 2021, and assumed Prior Owner's rights and duties under the BMR Agreement.

Whereas, Owner and the City intend to terminate the Inclusionary Zoning Agreement with a separate instrument to be executed and recorded concurrently with this termination.

Whereas, it is now the City's and Owner's intent and desire to terminate the BMR Agreement.

Now, therefore:

Owner and the City hereby revokes and terminates that certain BMR Agreement recorded in the Official Records on August 13, 2019 as Series No. 2019-064312 and it is of no further force and effect.

This Termination of the BMR Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement

IN WITNESS WHEREOF, the City and Owner have executed this instrument as of the date first above written.

OWNER

Pacifica Villages, LP,
a California limited partnership

By: Housing on Merit XVIII LLC,
a California limited liability company,
its Managing General Partner

By: Housing on Merit,
a California nonprofit public benefit corporation,
its Sole Member

By: _____
Name: Jennifer Litwak
Its: Executive Director

By: VAP AGP, LLC,
a California limited liability company,
its Administrative General Partner

By: _____
Name: Daniel Mense
Its: Manager

CITY

THE CITY OF PACIFICA,
a California municipal corporation

By: _____
Name: Kevin Woodhouse
Its: City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 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.

Signature _____

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State of California)
County of _____)

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WITNESS my hand and official seal.

Signature _____

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State of California)
County of _____)

On _____, 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.

Signature _____

EXHIBIT A – Legal Description

[To be added]

EXHIBIT C

**TERMINATION OF
INCLUSIONARY ZONING COMPLIANCE AGREEMENT
(407, 415, 439, 443, 463 and 435 Gateway Drive)**

(APNs 009-540-110, 009-540-120, 009-540-130, 009-540-140, 009-540-150, 009-540-160, 009-540-170)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Pacifica Villages, LP
P.O. Box 1228
Los Angeles, CA 90078

SPACE ABOVE RESERVED FOR FILING STAMP

**TERMINATION OF
INCLUSIONARY ZONING COMPLIANCE AGREEMENT
(407, 415, 439, 443, 463 and 435 Gateway Drive)
(APNs 009-540-110, 009-540-120, 009-540-130, 009-540-140, 009-540-150, 009-540-160, 009-540-170)**

THIS TERMINATION OF INCLUSIONARY ZONING COMPLIANCE AGREEMENT (405-467 GATEWAY DRIVE) (this "Termination of Inclusionary Zoning Agreement"), effective as of _____, 2021, is made by PACIFICA VILLAGES, LP, a California limited partnership (the "Owner") as successor in interest to MARYMOUNT GATEWAY APARTMENTS, LLC and MARYMOUNT SUMMIT, LLC, each a California limited liability company (individually and jointly, the "Prior Owner") and THE CITY OF PACIFICA (the "City").

Whereas, Prior Owner proposed to convert 170 residential units to for-sale condominiums (the "Project") on that certain real property located at 407, 415, 439, 443, 463 and 435 Gateway Drive in the City of Pacifica, California, as more particularly described in Exhibit A, attached hereto (the "Property").

Whereas, the Prior Owner and the City executed an INCLUSIONARY ZONING COMPLIANCE AGREEMENT (405-467 GATEWAY DRIVE) (the "Inclusionary Zoning Agreement") recorded on August 27, 2014 in the Official Records of the County of San Mateo, State of California ("Official Records") as Series No. 2014-077501.

Whereas, the purpose of the Inclusionary Zoning Agreement is to establish the inclusion, management, and restrictions for affordable ownership units for the Project.

Whereas, the Prior Owner and the City also executed that certain BELOW MARKET RATE COMPLIANCE AGREEMENT (the "BMR Agreement"), recorded on August 13, 2019 in the Official Records as Series No. 2019-064312.

Whereas, the purpose of the BMR Agreement is to establish the inclusion and management of affordable rental units in the Project prior to the sale of condominium units

Whereas, the Prior Owner recorded that certain SUMMIT AT SKYLINE CONDOMINIUM MAP (the "Condominium Map") in the Official Records on August 22, 2014, in Book 139 of Maps at Pages 71-77, as Series No. 2014-900116.

Whereas, in accordance with the Condominium Map, the Prior Owner, on or about April 9, 2015, also recorded that certain SUMMIT AT SKYLINE CONDOMINIUM PLAN (the "Condominium Plan") as Series No. 2015-034433 in the Official Records; that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SUMMIT AT SKYLINE (the "Original CC&Rs") as Series No. 2015-034434 in the Official Records; and that certain SHARED USE AGREEMENT as Series No. 2015-034437 in the Official Records.

Whereas, no condominium units have been sold and the Property has been and continues to be operated as rental apartments.

Whereas, it is Owner's intent to revoke the Condominium Plan, CC&Rs, and Shared Use Agreement by other instruments to be recorded.

Whereas, Owner has submitted an application with the City to amend the Condominium Map to remove references to the condominiums.

Whereas, Owner intends to continue to operate the Property as rental apartments and has proposed to establish an affordable housing rental project on the Property (the "Affordable Housing Project").

Whereas, on November 23, 2020, the City's Council passed and adopted Resolution No. 71-2020, authorizing the City's Manager to execute an Affordable Housing Regulatory Agreement and Loan Agreement in forms attached to Resolution No. 71-2020, as Exhibit A and B, respectively, for the Affordable Housing Project.

Whereas, Section 11 of the form Affordable Housing Regulatory Agreement provides that the City shall cooperate with the Owner to terminate the Inclusionary Zoning Agreement.

Whereas, Owner purchased the Property from Prior Owner on January 26, 2021, and also assumed Prior Owner's rights and duties under the Inclusionary Zoning Agreement.

Whereas, Owner and the City intend to terminate the BMR Agreement with a separate instrument to be executed and recorded concurrently with this termination.

Whereas, it is now the City's and Owner's intent and desire to terminate the Inclusionary Zoning Agreement.

Now, therefore:

Owner and the City hereby revoke and terminate that certain Inclusionary Zoning Agreement recorded in the Official Records on August 27, 2014 as Series No. 2014-077501 and it is of no further force and effect.

This Termination of Inclusionary Zoning Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City and Owner have executed this instrument as of the date first above written.

OWNER

Pacifica Villages, LP,
a California limited partnership

By: Housing on Merit XVIII LLC,
a California limited liability company,
its Managing General Partner

By: Housing on Merit,
a California nonprofit public benefit corporation,
its Sole Member

By: _____
Name: Jennifer Litwak
Its: Executive Director

By: VAP AGP, LLC,
a California limited liability company,
its Administrative General Partner

By: _____
Name: Daniel Mense
Its: Manager

CITY

THE CITY OF PACIFICA,
a California municipal corporation

By: _____
Name: Kevin Woodhouse
Its: City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 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.

Signature _____

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State of California)
County of _____)

On _____, 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.

Signature _____

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State of California)
County of _____)

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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 _____

EXHIBIT A – Legal Description

[To be added]