

RECORDING REQUESTED BY

Housing Authority of the County of Contra Costa
3133 Estudillo Street
P.O. Box 2759
Martinez, CA 94553
Attn: Joseph Villarreal

AND WHEN RECORDED RETURN TO:

Housing Authority of the County of Contra Costa
3133 Estudillo Street
P.O. Box 2759
Martinez, CA 94553
Attn: Joseph Villarreal

Recorder's Stamp

**AGREEMENT TO SUBORDINATE TO
RENTAL ASSISTANCE DEMONSTRATION USE AGREEMENT**

Church Lane Apartments
City of San Pablo Waiver and Indemnification Documents

This Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (the "Subordination") is entered into this _____, 2017, by the City of San Pablo, a municipal corporation (the "City") and San Pablo Preservation, L.P., a California limited partnership (the "Project Owner"), collectively, the "Parties."

WHEREAS, the City and the Project Owner executed that certain Partial Termination and Release Agreement of Waiver and Indemnification Agreement, dated and recorded as of substantially even date herewith, partially terminating and releasing the following documents previously recorded against the Property described in Exhibit A attached hereto in the Official Records of Contra Costa County (the "Official Records): that certain Waiver and Indemnification Agreement between the City of San Pablo and Church Lane Rubicon Partners Re: 255 Church Lane, San Pablo APN 417-090-015 recorded in the Official Records on May 14, 1996, as Instrument No. 96-89049, that certain Corrected Waiver and Indemnification Agreement between the City of San Pablo and Church Lane Rubicon Partners Re: 2555 Church Lane, San Pablo APN: 417-090-015 recorded in the Official Records on February 25, 1997, as Instrument No. 97-030693, that certain Addendum to Waiver and Indemnification Agreement between City of San Pablo and Church Lane-Rubicon Partners: 255 Church Lane, San Pablo APN: 417-090-015 recorded in the Official Records on September 19, 1996, as Instrument No. 96-175890, and that certain Corrected Addendum to Waiver and Indemnification Agreement between the City of San Pablo and Church Lane-Rubicon Partners Re: 2555 Church Lane, San Pablo APN: 417-090-015 recorded in the Official Records on February 25, 1997, as Instrument No. 97-030692 (collectively, "Subordinate Documents"); and

WHEREAS, HUD has authorized the conversion of 5 dwelling units at the Las Deltas complex from public housing to Section 8 assistance under the Rental Assistance Demonstration ("RAD") program, pursuant to Public Law 112-55, and the transfer of that Section 8 assistance under the RAD program from the Las Deltas complex to Church Lane Apartments, a 22 unit affordable housing project located on that certain real property located in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A attached hereto, which is part of a 51 unit scattered site affordable housing development; and

WHEREAS, as a condition of the RAD conversion and transfer of assistance, the Project Owner executed a Rental Assistance Demonstration Use Agreement dated and recorded as of substantially even date herewith (the "RAD Use Agreement") for the benefit of HUD; and

WHEREAS, HUD requires as a condition of the RAD conversion and transfer of assistance that the Parties agree to subordinate the Subordinate Documents to the RAD Use Agreement;

NOW THEREFORE, let it be known to all interested parties, that for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned do hereby agree:

1. So long as the RAD Use Agreement, and all extensions thereto, be in effect, the Subordinate Documents shall in all respects be subordinate.
2. Subordination extends to and continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or the Subordinate Documents.
3. In the event of conflict between/among the Subordinate Documents and the RAD Use Agreement, the RAD Use Agreement controls.
4. The following amendments to the Subordinate Documents require the prior written consent of HUD: Any amendment to any HUD-required provisions in the Subordinate Documents, an increase in the interest rate, an increase of the total indebtedness, an acceleration of the amortization or payment schedule, and any changes that would preclude or impair a reasonable opportunity to cure any defaults by the Project Owner under the Subordinate Documents.
5. This Subordination will survive bankruptcy and foreclosure.
6. This Subordination may be signed in counterparts.
7. The invalidity, in whole or in part, of any of the provisions set forth in this Subordination, shall not affect or invalidate any remaining provisions.
8. This Subordination and every covenant hereof shall be binding upon the Parties and their respective successors and assigns. This Subordination shall not be modified or amended

except by a written instrument executed by all parties hereto and approved in writing by HUD.

[SIGNATURE PAGE(S) TO FOLLOW]

In witness whereof, the parties have executed this Subordination as of the date first written above.

City:

CITY:

CITY OF SAN PABLO, a municipal
corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By:

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.
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State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared, _____, who proved to me 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 _____

Project/Owner

SAN PABLO PRESERVATION, L.P.,
a California limited partnership

By: RCD GP LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Daniel Sawislak
Executive Director

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, _____, Notary Public, personally appeared, _____, who proved to me 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

Real property in the City of San Pablo, County of Contra Costa, State of California, described as follows:

PARCEL 1 AS SHOWN ON THE SUBDIVISION MS779-94 SAN PABLO, CALIFORNIA, FILED DECEMBER 30, 1994 IN BOOK 165 OF PARCEL MAPS, AT PAGES 50 AND 51, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

EXCEPTING THEREFROM:

WATER RIGHTS CONTAINED IN THE DEED FROM THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, A CORPORATION SOLE, TO EAST BAY WATER COMPANY, A CALIFORNIA CORPORATION, RECORDED DECEMBER 13, 1922, BOOK 422 OF DEEDS, PAGE 246

APN: **417-090-015-5**