

**RECORDING REQUESTED BY**  
Cornerstone Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**

**City of Fort Bragg**  
**416 N. Franklin Street**  
**Fort Bragg, CA 95437**  
**Attn: Community Development Dept.**

2015-08577

Recorded at the request of:

PASION TITLE

06/24/2015 02:54 PM

Fee: \$25.00 Pgs: 1 of 5

OFFICIAL RECORDS

Susan M. Ranochak - Clerk-Recorder  
Mendocino County, CA



Space Above This Line for Recorder's Use Only

A.P.N.: 008-162-15-00

File No.: CU-4765 (MB )

## **RESTRICTIVE COVENANT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Fort Bragg  
416 N. Franklin St.  
Fort Bragg, California 95437  
Attn.: Community Development Dept.

**Exempt Recording Per Government  
Code Sections 6103 and 27383**

### RESTRICTIVE COVENANT

#### **THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING USE OF THE PROPERTY, REFINANCING, TRANSFERRING OF THE PROPERTY AND ASSUMPTIONS.**

This Restrictive Covenant is made and entered into by and between MENDOCINO COAST HOSPITALITY CENTER, a California non-profit corporation (hereinafter referred to as "**Borrower**"), and the CITY OF FORT BRAGG, a California municipal corporation, (hereinafter referred to as the "**City**" or "**Lender**") this 18<sup>th</sup> day of June, 2015, with reference to the following facts:

#### **RECITALS**

A. The City and Borrower entered into a Loan Agreement on June 18, 2015, whereby the City loaned \$1,162,791 to Borrower for the acquisition and rehabilitation of the real property located at 101 North Franklin Street in the City of Fort Bragg (the "Property"). *As Exhibit A*

B. The loan was made by City under its CDBG Program Grant #14-CDBG-9881. The CDBG Program requires the Property to be used for the purpose of providing services for homeless and mentally ill persons as described in City's CDBG Program application for a period of at least five years after the expiration date of the Standard Agreement #14-CDBG-9881 which expiration date is September 30, 2019. The City has determined that the Property should be used for these purposes for at least twenty years from the Restrictive Covenant date ascribed above, which exceeds the CDBG requirement.

C. The Grant Agreement for CDBG Program Grant #14-CDBG-9881 requires a separate restrictive covenant be recorded against the Property prohibiting a change in use for the Property during the term.

NOW, THEREFORE, Borrower, for itself, its successors, and all other parties having an interest in the Property, by or through Borrower, covenants and agrees as follows:

**I. TERM**

The term of this Restrictive Covenant shall be for twenty years, commencing on the date first ascribed above.

**II. RESTRICTIVE COVENANTS**

Borrower covenants and agrees that the use of the Property will be restricted as follows:

In accordance with State and Federal regulations governing the Community Development Block Grant Program, the Property is required to be used for homeless and mental health services for the Term of this Restrictive Covenant. Any proposed change in ownership, use and/or occupancy prior to the expiration of the Term must be submitted in writing to the City of Fort Bragg and must be authorized by the Department of Housing and Community Development, Community Affairs Division. The Borrower must receive written authorization from the City and HCD prior to change in use, ownership or occupancy.

**III. COVENANTS RUN WITH THE LAND**

This Restrictive Covenant shall inure to the benefit of and be binding upon Borrower and City and their respective heirs, executors, legal representatives, permitted successors and assigns. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the covenants, conditions, restrictions and limitations of this Covenant. All of the herein stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land. Any purchaser or successor in interest, transferee or assignee to the Property or of any portion of or interest in the Property no matter how that interest is acquired, shall be deemed to have taken title with knowledge of this Covenant and to have personally covenanted, consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

MENDOCINO COAST HOSPITALITY CENTER  
A California nonprofit public benefit corporation

*GARY R. JOHNSON*  
By: *Anna Shaw*  
Anna Shaw, Executive Director  
*MCHC President*

**CALIFORNIA ALL-PURPOSE 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 MENDOCINO )

On JUNE 18, 2015 before me, C. SOUTHERS, Notary Public, personally appeared GARY R. JOHNSON

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 C. SOUTHERS



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S) PRESIDENT
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: RESTRICTIVE COVENANT

NUMBER OF PAGES 2 DATE OF DOCUMENT JUNE 18, 2015

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

## Exhibit A

REAL PROPERTY IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA,  
DESCRIBED AS:

STARTING FROM THE CORNER TO SECTIONS 1 AND 12; IN TOWNSHIP 18 NORTH, RANGE 18 WEST, AND  
SECTIONS 6 AND 7; IN TOWNSHIP 18 NORTH, RANGE 17 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND  
RUNNING THENCE EAST 780 FEET; THENCE SOUTH 1220 FEET TO THE POINT OF BEGINNING; AND THENCE ON  
THE EXTERIOR BOUNDARIES OF THE LAND TO BE DESCRIBED: WEST 150 FEET; THENCE SOUTH 100 FEET;  
TEHNCE EAST 150 FEET; THENCE NORTH 100 FEET TO THE POINT OF BEGINNING. THE SAME BEING LOTS 9  
AND 10 IN BLOCK 24 OF THE CITY OF FORT BRAGG.

APN: 008-162-15-00