

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Santa Barbara)
Community Development,)
Planning Division)
P.O. Box 1990)
Santa Barbara, CA 93102-1990)
)

No fee per GOVT CODE 6103

Space above line for Recorder's Use

Address: 816 CACIQUE STREET

A.P.N.: 017-240-021

**SECOND AMENDED
RESTRICTED USE COVENANT IMPOSED ON REAL PROPERTY FOR THE
OPERATION OF A HOMELESS SHELTER AND RELATED SERVICES**

This Second Amended Restricted Use Covenant Imposed on Real Property for the Operation of a Homeless Shelter and Related Services ("Covenant") is made as of this day ____ of _____, 2025 by and between:

THE CITY OF SANTA BARBARA, a
body politic ("City or Successor Owner")

and

THE COUNTY OF SANTA BARBARA,
political subdivision of the State of California
("County")

and

PATH (People Assisting the Homeless), a
California nonprofit benefit corporation
"Original Owner")

This Covenant applies to the Original Owner's interest and Original Owner's successors' interest in the improved real property commonly known as 816 Cacique Street, Santa Barbara, California and more fully described in Exhibit A attached hereto and by this reference incorporated herein ("Property").

RECITALS:

WHEREAS, on August 17, 1999, the former Redevelopment Agency of the City of Santa Barbara ("Agency"), the Successor Owner, the County, and The Coalition to Provide Shelter & Support to Santa Barbara Homeless, a California public benefit corporation ("Coalition") entered into a document titled "Restricted Use Covenant Imposed On Real Property For The Operation Of A Homeless Shelter And Related Services" which document was recorded in the office of the County Recorder of the County of Santa Barbara, California, on August 17, 1999 as document number 1999-0064812 ("Original Covenant") and which document restricts the use of the Property for a homeless shelter and related services for a period of 60 years; and

WHEREAS, on September 30, 1999 the City of Santa Barbara imposed certain conditions for the use of the Property which were imposed for the benefit of the public ("Conditional Use Permit") with some of the imposed conditions set forth in the "Declaration of Covenants, Conditions and Restrictions Imposed on Real Property" recorded December 20, 1999 as document number 1999-0098691 in the office of the County Recorder of the County of Santa Barbara, California ("CCRs"); and

WHEREAS, on June 2, 2006, the Coalition transferred ownership of the Property to Casa Esperanza Homeless Center ("Casa") which acquired title subject to the Original Covenant, Conditional Use Permit, and the CCRs; and

WHEREAS, on March 26, 2009, the City of Santa Barbara Planning Commission issued Conditions of Approval Resolution No. 008-09 which amended the Conditional Use Permit (Amended CUP) with the imposed conditions set forth in "Declaration Of Restrictions Established By City Of Santa Barbara Conditional Use Permit Resolution No. 008-09" recorded December 10, 2015 as document number 2015-0064112 in the office of the County Recorder of the County of Santa Barbara ("Declaration"); and

WHEREAS, on February 1, 2012, the Agency dissolved and on November 20, 2012, the City adopted Resolution No. 12-083 and assumed all right, title and interest in all housing assets of the former Agency including the above described Original Covenant; and

WHEREAS, on April 14, 2014, the County and Casa entered into a "First Amendment to Restricted Use Covenant Imposed on Real Property For the Operation of a Homeless Shelter and Related Services" ("County Amendment") which County Amendment recorded on April 17, 2014 as Document No 2014-0017410 in the Official Records of the Santa Barbara County Recorder; and

WHEREAS, the Exhibit B attached hereto and by this reference made a part hereof hereby supersedes and replaces the Exhibit B attached to the Original Covenant, the County Amendment and the Restated Covenant; and

WHEREAS, on June 23, 2015, by minute action, the County Board of Supervisors approved and consented to PATH as the acceptable operator of the homeless shelter at the Property, provided that Casa merges with and into PATH; and

WHEREAS, on July 1, 2015, the proposed merger of Casa with Owner was finalized; and Owner assumed all assets and liabilities of Casa; and

WHEREAS, on October 9, 2015, Casa transferred ownership of the Property to Owner which acquired title subject to the Original Covenant, Conditional Use Permit, and the CCRs; and

WHEREAS, Owner is a California nonprofit benefit corporation with the specific purpose of providing shelter services and/or financial and supportive services and shelters for homeless families and adults; and

WHEREAS, on July 21, 2015, by minute action, City Council authorized the Community Development Director to execute assignment agreements and related documents between the City and the Original Owner in connection with the merger and transfer of the Property to Original Owner; and

WHEREAS, on December 10, 2015, a document titled "Amended and Restated Restricted Use Covenant Imposed on Real Property For the Operation of a Homeless Shelter and Related Services" ("Restated Covenant") was recorded as Document No. 2015-0064111 in the Official Records of the Santa Barbara County Recorder which document amended and restated the Original Covenant; and

WHEREAS, this Second Amended and Restated Restricted Use Covenant Imposed on Real Property For the Operation of a Homeless Shelter and Related Services" will amend and restate the Restated Covenant in order to acknowledge and consent to Original Owner's transfer of all right, title and interest in the Property to Successor Owner and to Successor Owner's acquisition of the Property subject to the restrictions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Successor Owner hereby covenants and agrees to record this Covenant and impose the following covenants, conditions, restrictions and limitations upon the possession, use and enjoyment of the Property. Successor Owner, County, and Original Owner agree as follows:

A. PROGRAM CONDITIONS

For a period of SIXTY (60) YEARS from the date of the above described Original Covenant, the Property shall be owned and operated only by a not-for-profit organization organized under section 501(c)(3) of the Internal Revenue Code which has the provision of providing shelter services and/or financial and supportive services and shelters for homeless families and adults as its sole corporate purpose; provided, however, County and Original Owner hereby agree that the above described condition is satisfied by Successor Owner ownership of the Property. The Property shall be used solely for the purpose of a homeless shelter and related services ("Facility"), as described in the Program Description attached as Exhibit B.

No fee may be charged for any shelter or service provided on the Property unless the amount and purpose of the fee is first approved in writing by the City's Community Development Director and the County Executive Officer or designee.

B. OPERATOR

Once Successor Owner assumes ownership of the Property, Successor Owner shall manage the shelter and provide the related services through an entity or organization ("Operator") retained by Successor Owner. County may review and provide comments to Successor Owner on the selection of an Operator. If County objects to the Operator selected by Successor Owner, it shall provide written comments to Successor Owner outlining its concern. Successor Owner will consider County's comments. County may review and comment on a Successor Owner developed Request for Proposal to select the Operator. Successor Owner and Operator shall enter into a written agreement which sets forth the duties and responsibilities of the parties. County shall be provided with a copy and the City Administrator or designee and the County Executive Officer or designee shall have the right to approve the terms of such agreement.

C. REPORTING REQUIREMENTS

1. On or before the first day of August each year, Successor Owner shall provide a Report to County which report shall include a discussion of overall operations, statistical information of the numbers of persons served during the immediately preceding fiscal year (July 1 - June 30).
2. Failure to submit the reports required under this section within thirty days of the specified date shall constitute a default under this Covenant.

D. DEFAULTS AND REMEDIES

1. It is understood and agreed between the parties that the obligations of all parties under this Covenant are unique, and furtherance of important public policies encouraging development of shelters and services for homeless low-income persons and families, and that in case of breach or default, it would be extremely difficult or impossible to compensate for the breach or default in money. Consequently, each party agrees that their obligations hereunder may be specifically enforced by any court having jurisdiction, in addition to any and all other remedies at law or in equity that may be available to them.
2. Upon becoming aware of any violation of the terms of this Covenant, the County may declare a default under this Covenant. Upon the declaration of a default, the County shall deliver written notice thereof to the Successor Owner and upon receipt of which the Successor Owner shall have thirty days to cure such default. Should the default not be cured by Successor Owner within the time specified, the Successor Owner or the County or both may apply to a court of competent jurisdiction for specific performance of the Covenant, for an injunction prohibiting the violation of this Covenant, or for any such other relief as may be appropriate.

E. ADDITIONAL PROVISIONS

1. This Covenant shall be binding upon the successors and assigns of the Successor Owner and personal representatives, grantees, lessees, sublessees, and contract purchasers, and assignees of Successor Owner and any subsequent owner of the Property, for a period of SIXTY (60) YEARS from the date of the above described Original Covenant.

2. Successor Owner hereby declares that the Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, and used and occupied subject to these covenants, conditions, restrictions and limitations. All of the above-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

3. Successor Owner shall not voluntarily convey the Property to any entity other than a not-for-profit corporation, organized under section 501(c)(3) of the Internal Revenue Code, which has as its sole stated corporate purpose of providing shelter services and/or financial and supportive services and shelters for homeless families and adults.

4. Any purchaser of the Property, by the acceptance of a deed therefore, whether from Successor Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the same, shall, by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

5. The Successor Owner covenants that it has not and will not execute any other agreement or covenant with provisions contradictory to or in opposition to the provisions hereof and that in any event this Covenant is controlling as to the rights and obligations between and among the Successor Owner, the County and their respective successors.

6. If any one or more of the provisions contained in this Covenant shall for any reason be held to be in valid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Covenant and this Covenant shall be construed as if such invalid , illegal, or unenforceable provision had never been contained herein.

7. The terms of this Covenant shall be interpreted under the laws of the State of California.

8. Whenever any notice is permitted or required by this Covenant, such notice shall be deemed to have been given and received when personally delivered, or three (3) days after it is mailed if mailed by United States mail, certified, return receipt requested, to the parties at the addresses listed below or such other addresses as the parties hereafter designate in writing:

To Original
Owner: PATH
340 North Madison Avenue
Los Angeles, CA 90004
Attn: _____ , CEO

To Operator: PATH-SANTA BARBARA
816 Cacique Street
Santa Barbara, CA 93003

To Successor Owner:
City of Santa Barbara
P.O. Box 1990

Santa Barbara, CA 93102
Attn: City Administrator

City Attorney
P.O. Box 1990
Santa Barbara, CA 93102

To County: County of Santa Barbara
County Executive Office
105 East Anapamu Street
Santa Barbara, CA 93101
Attn: Mona Miyasato, County Executive Officer

9. This Covenant may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Covenant.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the date first written above.

OWNER
PATH, a California nonprofit benefit corporation

BY: _____

Chief Executive Officer

SUCCESSOR OWNER
THE CITY OF SANTA BARBARA, a body politic

BY: _____

Kelly McAdoo, City Administrator

APPROVED AS TO FORM:

Sarah J. Knecht
City Attorney

COUNTY
THE COUNTY OF SANTA BARBARA, a political subdivision of the
State of California

BY: _____

Laura Capps
Chair, Board of Supervisors

BY: _____

Jesús Armas, Director
Community Services Department

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

BY: _____
Deputy Clerk

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

BY: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

BY: _____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:
Jesús Armas, Director, LMFT Director
Department of Behavioral Wellness

BY: _____
Director

APPROVED AS TO FORM:
Greg Milligan, ARM
Risk Manager

BY: _____
Risk Manager

Note: This Agreement will be recorded; the signatures of the parties (not including approvals as to form) must be acknowledged by a notary.

EXHIBIT 'A'
LEGAL DESCRIPTION

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

THAT PORTION OF BLOCK 3510F THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID BLOCK; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF CACIQUE STREET TO A 1 1/2" IRON PIPE DISTANT 194.96 FEET SOUTHWESTERLY FROM THE NORTHERLY CORNER OF SAID BLOCK; THENCE AT RIGHT ANGLES SOUTHEASTERLY 225.00 FEET; THENCE AT RIGHT ANGLES SOUTHWESTERLY 287.74 FEET TO THE CENTER LINE OF NOPAL STREET; THENCE AT RIGHT ANGLES NORTHWESTERLY 225.00 FEET TO A POINT LYING SOUTHWESTERLY 30.00 FEET FROM THE POINT OF BEGINNING; THENCE AT RIGHT ANGLES 30.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING SOUTHWESTERLY OF THAT LINE BEING SHOWN AS "N. 47° 53' 34" W. 225.01 FEET" ON THAT LOT LINE ADJUSTMENT MAP FILED IN BOOK 112 , PAGE 96 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

APN: 017-240-021

EXHIBIT 'B'
PROGRAM DESCRIPTION

24-Hour Homeless Shelter

1. From December 1 through March 31, Owner will operate an emergency shelter and related services on the Property with up to 230 beds, with a monthly average of no more than 200 beds. At the request of the shelter operator, the Community Development Director may extend the duration of the emergency shelter operation and related services due to cold and/or rainy weather.

2. From April 1 through November 30 of each year, Owner will operate a shelter and related services on the Property with up to 100 beds.

3. Homeless Shelter is defined as, “Housing for homeless persons with supportive services where typically the length of occupancy is not more than six months. Supportive services, at a minimum, shall mean administrative offices, intake and waiting areas, kitchen and dining facilities, and laundry facilities as long as the facilities are directly related to the operation of the emergency shelter or for the exclusive use of the residents of the emergency shelter. Low Barrier Emergency Shelters are a first point of contact, connecting people with the Coordinated Entry System and other related services for long-term solutions while offering short-term stability. A Low Barrier Emergency Shelter must follow California’s Housing First regulations as defined by Welfare and Institutions Code 8255 and Cal. Code Regs. 25.8409.”