



1999-0064812

When Recorded Mail to:

City of Santa Barbara
Community Development Dept.
Attn: Housing Programs
P.O. Box 1990
Santa Barbara, CA 93102-1990)

✓

No fee per Govt. Code

Recorded
Official Records
County Of
SANTA BARBARA
KENNETH A. PETTIT
Recorder
LARRY G. HERRERA
Assistant
04:30PM 17-Aug-1999

REC FEE .00
CC1 CDN 1.00
MLM
Page 1 of 12

Address: 816 CACIQUE STREET

A.P.N.: 17-240-21

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

This Restricted Use Covenant Imposed on Real Property for the Operation of a Homeless Shelter and Related Services ("Covenant"), is made for the benefit of the COUNTY OF SANTA BARBARA ("County"), THE CITY OF SANTA BARBARA ("City") and THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA, ("Agency"), by THE COALITION TO PROVIDE SHELTER & SUPPORT TO SANTA BARBARA HOMELESS, a California public benefit corporation ("Owner"), as of this 17 day of August, 1999.

This covenant applies to the Owner's interest and Owner's successors' interest in the improved real property commonly known as 816 Cacique Street, Santa Barbara, California ("Real Property"), consisting of land improved with a structure to be used for a homeless shelter and related services; the land portion of the Real Property is more fully described in Exhibit A attached and incorporated by this reference herein.

RECITALS

WHEREAS, Owner is a not-for-profit corporation with the purpose of assisting homeless persons in Santa Barbara by providing a homeless shelter and related services for homeless persons; and

WHEREAS, Owner has obtained below market rate financing from the County and City and Agency, as evidenced by the Loan Agreements and Deed of Trust dated August 17, 1999, to be used by Owner to acquire, rehabilitate and convert the Real Property to a homeless shelter; and

WHEREAS, this financing has substantially benefited Owner and is essential to the financial feasibility of the project; and

WHEREAS, the County and City and Agency desires to promote affordable low and moderate income housing that will benefit the County, the City and the Central City Redevelopment Project Area; and

WHEREAS, a condition of the financing is that the Real Property be used only for a homeless shelter and related services; and

WHEREAS, Owner now wishes to assure implementation of such use restrictions.

NOW THEREFORE, in consideration of the benefits conferred on the Real Property by the financing provided by the County, and City and Agency, Owner hereby covenants and agrees with the County and City and Agency to record this Declaration and impose the following covenants, conditions, restrictions and limitations upon the possession, use and enjoyment of the Real Property. Owner and County and City and Agency agree as follows:

A. PROGRAM CONDITIONS

For a period of SIXTY (60) YEARS from the date of this Covenant, the Real 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 shelter and services for homeless persons as its sole corporate purpose. The Real Property shall be used solely for the purpose of a homeless shelter and related services, as described in the Program Description attached as Exhibit B. Any changes to the Program Description shall be first approved in writing by the City's Housing and Redevelopment Manager and the County Administrator. No fee may be charged for any shelter or service provided on the Real Property unless the amount and purpose of the fee is first approved in writing by the City's Housing and Redevelopment Manager and the County Administrator.

B. OPERATOR

Owner shall manage the shelter and provide the services described in Section A above through an entity or organization ("Operator") approved by and acceptable to the County, City and Agency. At the time of the execution of this Covenant, St. Vincent de Paul, with its home office located at 210 N. Avenue 21, Los Angeles, CA 90031-1792, is expected to be the initial Operator, and is hereby approved by the County and City and Agency. Owner and Operator shall enter a written agreement which sets forth the duties and responsibilities of the parties, and the County and City and Agency shall be provided with a copy and shall have the right to approve the terms of such agreement.

C. REPORTING REQUIREMENTS

1. Owner shall provide a Report to the County, City and Agency each year by the first day of July. This report shall include Owner's statement that Owner has complied with all provisions of this Covenant, and includes Owner's explanation of any violation of any provision of this Covenant.
2. Failure to submit the reports required under this section within thirty days of the specified date shall constitute a default under this Covenant.
3. During the term of this Agreement, Owner will keep complete accounting, financial and

required Internal Revenue Service records related to Owner, the Real Property, and the emergency shelter and homeless services facility, in accordance with generally accepted accounting principles. All financial records will be made available to County and City and Agency at any time during regular working hours at the request of County or City or Agency.

4. In lieu of all or some of the above reports, the Executive Director may accept certified copies of reports filed with the U.S. Internal Revenue Service containing similar information.

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 a breach or default, it would be extremely difficult or impossible to compensate for the breach or default in money. Consequently, both parties agree 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, either the County or City or Agency may declare a default under this Covenant. Upon the declaration of a default, the County or City or Agency 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.

3. Owner acknowledges that occupancy or use of the Real Property in violation of this Covenant is prohibited. In consideration of the benefits conferred on Owner and the Real Property by the County and City and Agency's financing, Owner hereby assigns to the County and City and Agency the right to receive the rents due or collected from the Real Property used or occupied in violation for the terms of this Covenant, during the entire period of the violation. Any rents collected by the County or City or Agency shall be used to reimburse the County and City and Agency for their reasonable costs incurred in enforcing this Covenant, and any remaining funds shall be divided as follows: 50% to the County, 20% to the City, and 30% to the Agency (in proportion to their financing on the Property).

E. ADDITIONAL PROVISIONS

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

2. Owner hereby declares that the Real Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, 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. Owner shall not voluntarily convey the Real 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 the provision of an emergency shelter and center for related services for homeless persons.

4. Any purchaser of the Real Property, by the acceptance of a deed therefore, whether from Owner or from any subsequent owner of the Real 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 Owner covenants that he or she 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 Owner, the County and City and Agency, 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 invalid, 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 Owner: Coalition to Provide Shelter & Support
 to Santa Barbara Homeless
 c/o Hatch & Parent
 21 E. Carrillo
 Santa Barbara, CA 93101

To County: County Administrator
 Office of the County Administrator
 105 East Anapamu Street, Rm. 406
 Santa Barbara, CA 93101

To City: Housing and Redevelopment Manager
 Community Development Department
 630 Garden Street
 Santa Barbara, CA 93101

To Agency: Redevelopment Agency of the City of Santa Barbara
Post Office Box 1990
Santa Barbara, CA 93102
Attn: Executive Director

With a copy to: Agency Counsel to the Redevelopment Agency
City of Santa Barbara
Post Office Box 1990
Santa Barbara, CA 93102

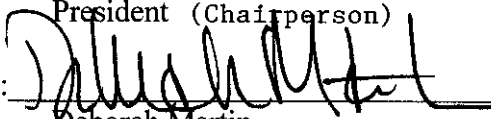
IN WITNESS WHEREOF, the Parties have executed this Covenant as of the date first written above

"OWNER"

COALITION TO PROVIDE SHELTER & SUPPORT TO
SANTA BARBARA HOMELESS
a nonprofit public benefit corporation

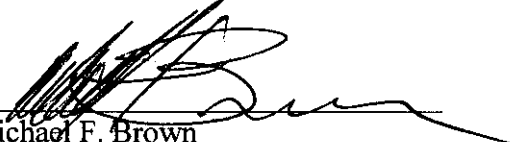
BY: 
Sue Adams

President (Chairperson)

BY: 
Deborah Martin
Secretary

"COUNTY"

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

BY: 
Michael F. Brown
County Administrator

APPROVED AS TO FORM:

STEPHEN SHANE STARK
COUNTY COUNSEL

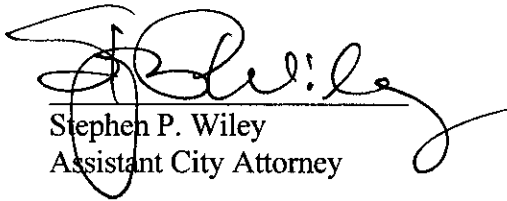
BY: 
~~Deputy~~ County Counsel

"CITY"

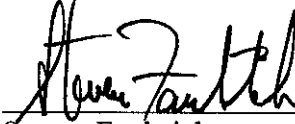
THE CITY OF SANTA BARBARA,
a body politic

BY: 
Sandra Tripp-Jones
City Administrator

APPROVED AS TO FORM:


Stephen P. Wiley
Assistant City Attorney

APPROVED AS TO CONTENT:

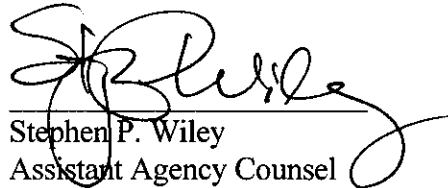

Steven Faulstich
Housing Programs Supervisor

"AGENCY:"

THE REDEVELOPMENT AGENCY OF
THE CITY OF SANTA BARBARA,
a body politic

BY: 
Sandra Tripp-Jones
Executive Director

APPROVED AS TO FORM:
AGENCY COUNSEL


Stephen P. Wiley
Assistant Agency Counsel

APPROVED AS TO CONTENT:

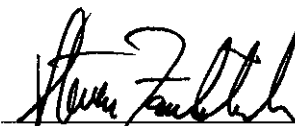

Steven Faulstich
Housing Programs Supervisor

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Block 351 of the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof described as follows:

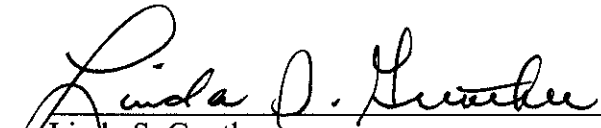
Beginning at the most Westerly corner of said Block; thence Northeasterly along the Southeasterly line of Cacique Street to a 1 1/2" iron pipe distant 194.96 feet Southwesterly from the Northerly corner of said block; thence at right angles Southeasterly 225.00 feet; thence at right angles Southwesterly 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.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SANTA BARBARA)

On August 17, 1999, before me, Linda S. Gunther, a Notary Public in and for said County and State, personally appeared -- SANDRA TRIPP-JONES -- personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person (s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Linda S. Gunther

SEAL:



Loose Certificate: Restricted Use Covenant Imposed on Real Property for the Operation of a Homeless Shelter and Related Services for the City of Santa Barbara's City Administrator's signature

NOTARY ACKNOWLEDGEMENT

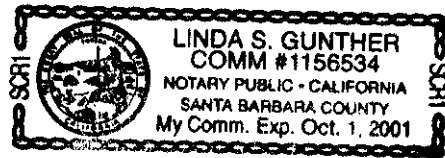
STATE OF CALIFORNIA)
) S.S.
COUNTY OF SANTA BARBARA)

On August 17, 1999, before me, Linda S. Gunther, a Notary Public in and for said County and State, personally appeared -- SANDRA TRIPP-JONES -- personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person (s) or the entity upon behalf of which the person(s) acted, executed the instrument.

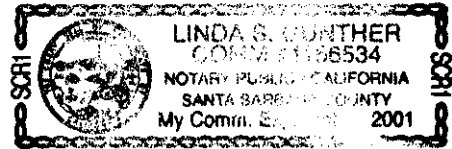
WITNESS my hand and official seal.

Linda S. Gunther

Linda S. Gunther



SEAL:



Loose Certificate: Restricted Use Covenant Imposed on Real Property for the Operation of a Homeless Shelter and Related Services for the Redevelopment Agency of the City of Santa Barbara's Executive Director's signature

EXHIBIT B PROGRAM DESCRIPTION

HOMELESS DAY CENTER

The Santa Barbara Homeless Day Center will provide homeless persons much needed health care and supportive services to help them achieve their maximum level of self-sufficiency and begin to move them out of homelessness. This center will fill the critical gap in the County's Continuum of Care for the provision of supportive services for homeless persons in South Santa Barbara County.

The Day Center will provide space during the day for homeless individuals to drop in to obtain respite from the street and to access supportive services. The Day Center will be open and available to the homeless population a minimum of six continuous (6) hours per day Monday through Friday year round. Access will be provided to all individuals provided that they do not constitute a danger to themselves or a danger or significant disruption to other occupants of the Shelter or Shelter staff members. Typical services provided will include case management, substance abuse treatment, mental health care and health care services. In addition, when the Day Center is fully operational after a reasonable start up period, services will be provided that will reasonably approximate the following:

- Washers and dryers so the clients can have their laundry done
- Mail service for those that wish to have an address for receiving mail.
- Phones available for local job search calls
- Access to free warm clothing in winter as available
- Showers and towels
- Restrooms
- Outdoor sitting area
- Limited kennel provisions for pets
- Secured space for bicycles
- Library with books, magazines and newspapers.

HOMELESS SHELTER

The Santa Barbara Homeless Shelter will provide safe and secure overnight shelter for homeless men, women and children.

The Homeless Shelter will provide overnight sleeping facilities for as many homeless individuals as reasonably possible, up to a maximum of 230 individuals, nightly during the winter season (approximately November 15 through March 15). Segregated sleeping areas will be provided for men and for women and children. Shelter will be provided to all individuals in need of such shelter provided that they do not constitute a danger to themselves or a danger or significant disruption to other occupants of the Shelter or Shelter staff members. Supportive services will be provided in the categories of health, mental health, and substance abuse. Services and accommodations provided will include restrooms, showers and towels, an evening meal, limited kennel provisions for pets, and secured space for bicycles.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

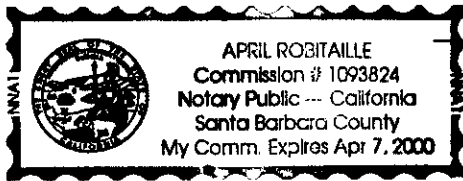
STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On August 5, 1999 before me, April Robitaille, personally appeared ,
SUE ADAMS,

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



April Robitaille
(SIGNATURE OF NOTARY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

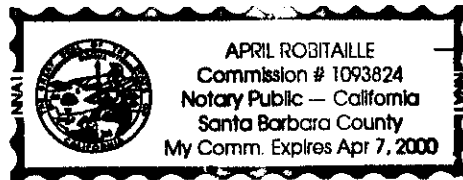
STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On August 5, 1999 before me, April Robitaille, personally appeared,
DEBORAH MARTIN,

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



April Robitaille
(SIGNATURE OF NOTARY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

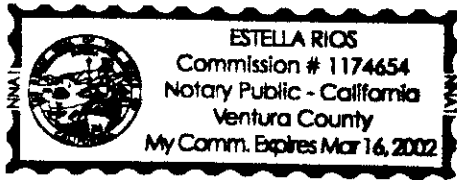
State of CALIFORNIA

County of SANTA BARBARA

On 8/11/99 before me, Estella Rios, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael F. Brown
Name(s) of Signer(s)

personally known to me – OR – 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.



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restricted Use Government

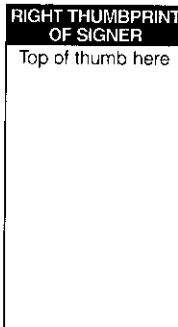
Document Date: 8/11/99 Number of Pages: 6

Signer(s) Other Than Named Above: Sue Adams, Deborah Martin, etc.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael F. Brown

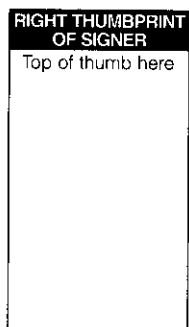
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
County of Santa Barbara

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

