

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Anthony Adams
Jane Day
Michael A. Segala



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL, TUESDAY, OCTOBER 20, 2020 6:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

*PER GOVERNOR NEWSOM'S EXECUTIVE ORDER PUBLIC ACCESS TO THE CITY COUNCIL MEETING
WILL BE VIA THE APPLICATION, ZOOM
ZOOM MEETING INFORMATION:*

WEBSITE: <https://zoom.us/join>

MEETING ID: 891 1040 1904

CALL IN PHONE NUMBER: (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4:30pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

ROLL CALL

Council Members

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

1. Council Adoption of Resolution No. 2020-____: Authorizing the City Manager to execute a Partial Termination Of Senior Housing Covenant Agreement and an Agreement For Senior Housing Covenant with Senior Housing Associates VIII and Solano Senior Housing, Ltd, relating to the property located at 320 and 322 Merganser Drive (Solano County Assessor's Parcel No. 0173-010-210 AND 0173-010-220) – (Elena Gerli, City Attorney's Office).

ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City (24 hours prior to a Council /Agency/Authority Meeting). Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of October 20, 2020 was posted and available for review, in compliance with the Brown Act.

AGENDA TRANSMITTAL

MEETING DATE: October 20, 2020

AGENDA ITEM: Adoption of Resolution No. 2020 - __: Authorizing the City Manager to Execute a Partial Termination of Senior Housing Covenant Agreement and an Agreement for Senior Housing Covenant with Senior Housing Associates VIII and Solano Senior Housing, Ltd, Relating to the Property Located at 320 and 322 Merganser Drive (Solano County Assessor’s Parcel No. 0173-010-210 and 0173-010-220)

FISCAL IMPACT: None.

STRATEGIC PLAN IMPACT: Good Governance.

STAFF REPORT:

Senior Housing Associates VIII and Solano Senior Housing, Ltd. (“Owner”) purchased the property located at 320 and 322 Merganser Drive, APN 0173-010-210 and 0173-010-220 (the “Property”), which operates as senior housing. The Property is subject to a Senior Housing Covenant Agreement, dated January 16, 2020 encumbering the Property, executed by and between Owner and the City, and recorded on January 24, 2020 as Instrument No. 202000006465 in the Official Records of Solano County, California. Recently, Owner has re-financed the Property to take advantage of the current low rates of interest. Owner’s re-financing lender, however, has objected to the recorded covenant.

The City, in order to assist Owner to effect the re-financing, has agreed to an alternative mechanism to ensure that the Property continues to be used as senior housing as intended, and to that end will temporarily remove the encumbrance from the Property. The City desires that after the current loan is paid off, the Covenant Agreement be re-executed by the Parties and recorded against the property. Owner will execute an agreement to reinstate the covenant once the loan is paid off in 36 months.

Thus, staff recommends adopting the attached resolution authorizing the City Manager to execute the Partial Termination of Senior Housing Covenant Agreement and the Agreement for Senior Housing Covenant.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. SA2020 - __: Authorizing the City Manager to Execute a Partial Termination of Senior Housing Covenant Agreement and an Agreement for Senior Housing Covenant with Senior Housing Associates VIII and Solano Senior Housing, Ltd, Relating to the Property Located at 320 and 322 Merganser Drive (Solano County Assessor’s Parcel No. 0173-010-210 and 0173-010-220)

01107.0005/675989.1

PREPARED BY:
APPROVED BY:

Elena Q. Gerli, City Attorney’s Office
Greg Folsom, City Manager

ATTACHMENTS:

1. Resolution No. 2020 - __: A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute a Partial Termination of Senior Housing Covenant Agreement and an Agreement for Senior Housing Covenant with Senior Housing Associates VIII and Solano Senior Housing, Ltd, Relating to the Property Located at 320 and 322 Merganser Drive (Solano County Assessor's Parcel No. 0173-010-210 and 0173-010-220)

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PARTIAL TERMINATION OF SENIOR HOUSING COVENANT AGREEMENT AND AN AGREEMENT FOR SENIOR HOUSING COVENANT WITH SENIOR HOUSING ASSOCIATES VIII AND SOLANO SENIOR HOUSING, LTD, RELATING TO THE PROPERTY LOCATED AT 320 AND 322 MERGANSER DRIVE (SOLANO COUNTY ASSESSOR’S PARCEL NO. 0173-010-210 AND 0173-010-220)

WHEREAS, Senior Housing Associates VIII and Solano Senior Housing, Ltd. (“Owner”) is the fee title owner of real property located at 320 and 322 Merganser Drive (APN 0173-010-210 and 0173-010-220).

WHEREAS, the Property is subject to a Senior Housing Covenant Agreement, dated January 16, 2020 encumbering the Property, executed by and between Owner and the City, and recorded on January 24, 2020 as Instrument No. 202000006465 in the Official Records of Solano County, California.

WHEREAS, Owner’s re-financing lender has objected to the recorded covenant.

WHEREAS, as an accommodation to Owner and the lender, the City has agreed to an alternative mechanism to ensure the use of the Property as senior housing, and to that end will temporarily remove the encumbrance from the Property. The City Desires that after the current loan is paid off, the Covenant Agreement be re-executed by the Parties and recorded against the property.

NOW, THEREFORE, BE IT RESOLVED, THE CITY OF SUISUN CITY COUNCIL DOES HERBY RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Partial Termination of Senior Housing Covenant Agreement between the City of Suisun City, on the one hand, and Senior Housing Associates VIII and Solano Senior Housing, Ltd, on the other hand, in substantially the form attached hereto as Attachment “A” is hereby approved. The City Manager is hereby authorized on behalf of the City Council to execute the agreement, and to make revisions to the agreement that do not

1 materially or substantially increase the City’s obligations thereunder, to sign all documents, to
2 make all approvals and take all actions necessary or appropriate to carry out and implement the
3 agreement.

4 Section 3: The Senior Housing Covenant Agreement between the City of Suisun
5 City, on the one hand, and Senior Housing Associates VIII and Solano Senior Housing, Ltd, on
6 the other hand, in substantially the form attached hereto as Attachment “B” is hereby approved.
7 The City Manager is hereby authorized on behalf of the City Council to execute the agreement,
8 and to make revisions to the agreement that do not materially or substantially increase the City’s
9 obligations thereunder, to sign all documents, to make all approvals and take all actions
10 necessary or appropriate to carry out and implement the agreement.

11 **PASSED AND ADOPTED** at a Special Meeting of said City Council of the City of
12 Suisun City duly held on Tuesday, the 20th day of October 2020, by the following vote:

12 **AYES:** Councilmembers: _____
13 **NOES:** Councilmembers: _____
14 **ABSENT:** Councilmembers: _____
14 **ABSTAIN:** Councilmembers: _____

15 **WITNESS** my hand and the seal of said City this 20th day of November 2020.

16 _____
17 Donna Pock, CMC
18 Deputy City Clerk
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AGREEMENT FOR SENIOR HOUSING COVENANT

This Agreement For Senior Housing Covenant (“Agreement”), dated October 20, 2020, for reference purposes, is made between the City of Suisun City (the “City”) and Senior Housing Associates VIII, a California Limited Partnership and Solano Senior Housing, Ltd., a California Limited Partnership (collectively “Owner”), who agree as follows:

RECITALS

- A.** Owner is the fee title owner of real property situated in the City of Suisun City, County of Solano, State of California, as described on the attached Exhibit A ("the Property").
- B.** The Property is subject to a Senior Housing Covenant Agreement, dated January 16, 2020 encumbering the Property, executed by and between Owner and the City, and recorded on January 24, 2020 as Instrument No. 202000006465 in the Official Records of Solano County, California (the “Covenant Agreement”).
- C.** Owner’s Lender has stated that recordation of the Covenant Agreement constituted an Event of Default and has required removal of the Covenant Agreement.
- D.** As an accommodation to Owner and the lender, the City has agreed to remove the encumbrance from the Property. The City Desires that after the current loan is paid off, the Covenant Agreement be re-executed by the Parties and recorded against the property.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties further agree as follows:

- 1.** Within thirty-six begin (36) months from the date of this Agreement, Owner agrees to pay off the current loan and place a new loan on the property.
- 2.** Concurrently, but not later than begin thirty (30) days after the new loan is recorded, Owner agrees to execute a new Covenant Agreement in a form approved by the City, a copy of which is attached hereto as Exhibit B.
- 3.** If Owner decides to sell the Property prior to the execution and recording of the Covenant Agreement, Owner, not later than Sixty (60) prior to listing or advertising the property for sale, agrees to notify the City in writing of Owner intent to sell. Owner concurrently agrees to deliver to the City a fully executed and notarized Covenant Agreement in the form shown on Exhibit B which the City is authorized to execute and record.
- 4.** If requested to do so by a new lender, the City agrees to subordinate the Covenant Agreement to the new loan.

5. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. A signature on a facsimile copy of this Agreement or a signature on a scanned and emailed copy of this Agreement shall have the same binding effect as an original signature

5. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and Owner hereby execute this Agreement in counterpart.

OWNER:

CITY:

SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

CITY OF SUISUN CITY, a municipal
corporation

By: _____
Theodore C. Caldwell
General Partner

By: _____
Lori Wilson, Mayor
_____, 2020

SOLANO SENIOR HOUSING, LTD.,
a California limited partnership

ATTEST:

By: _____
Theodore C. Caldwell
General Partner

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The real property located in the City of Suisun City, County of Solano, State of California described as follows:

Parcel "A" as shown on Parcel Map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

RESERVING THEREFROM, a Joint Access Easement "AA" in favor of Parcels "B" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "A" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "A"; thence Westerly along the Southerly line of said Parcel "A", as shown on the above mentioned Parcel Map, S 86° 40' 00" W 5.02 Ft. to the TRUE POINT OF BEGINNING; thence continuing along said Southerly line of Parcel "A", S 86° 40' 00" W 20.06 Ft.; thence leaving said Southerly line of Parcel "A", N 01° 13' 25" E 358.13 Ft.; thence N, 89° 24' 26" W, 160.10 Ft., to the common lot line of said Parcels "A" and "B"; thence Northerly along said common line of Parcels "A" and "B", N 00° 14' 23" E, 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", S 89° 24' 26" E, 180.44 Ft.; thence S 01° 13' 25" W 376.75 Ft. to the TRUE POINT OF BEGINNING

TOGETHER WITH a Joint Access Easement "BB" In favor of Parcels "A" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "B" also shown on above mentioned Parcel Map described as follows:

All that certain Real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "B" as shown on the above mentioned Parcel Map; thence Northerly along the common boundary of said Parcels "A" and "B" as shown on the above mentioned Parcel Map, N 00° 14' 23" E 123.24 Ft.; thence leaving said common line of Parcels "A" and "B", N 88° 16' 05" W 156.25 Ft.; thence N 00° 43' 00" W 242.38 Ft.; thence S 89° 24' 26" E 160.25 Ft., to the common boundary of Parcels "A" and "B" as shown on the above mentioned Parcel Map; thence Northerly along said common line, N 00° 14' 23" E 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", N 89° 24' 26" W, 180.59 Ft.; thence S 00° 43' 00" E 261.99 Ft.; thence N 88° 16' 05" W 5.00 Ft. to the Westerly boundary of Parcel "B" as shown on above Parcel mentioned Parcel Map; thence Southerly along said Westerly boundary of Parcel "B", S 00° 43' 00" E 25.02 Ft. to the common line of Parcels "B" and "C" of above mentioned Parcel Map; thence Easterly along common line of said Parcels "B" and "C" and the prolongation of said common line, S 88° 16' 05" E 155.85 Ft. ; Thence S 00° 14' 23" W 100.45 Ft. to the Southerly line of said Parcel "B"; thence along said Southerly line of said Parcel "B" from a tangent bearing of N 86° 45' 20" E along a curve to the left having a radius of 972.50 Ft., through a central angle of 0° 05' 26" for an arc Length of 1.54 Ft.; thence N 86° 40' 00" E 23.51 Ft. to the POINT OF BEGINNING.

ALSO TOGETHER WITH a Joint Access Easement "CC" in favor of Parcels "A" and

PARCEL ONE CONTINUED

"B" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps at page 15, Solano County Records, across Parcel "C" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southwest corner of Parcel "C" as shown on the above mentioned Parcel Map; thence Northerly along the Westerly line of said Parcel "C", N 00° 43' 00" W 102.00 Ft. to the Northwest corner of said Parcel "C", said Northwest corner also being the Southwest corner of Parcel "B"; thence Easterly along the common line of Parcels "B" and "C", S 88° 16' 05" E 25.02 Ft.; thence leaving said common line of said Parcels "B" and "C", S 00° 43' 00" E, 103.14 Ft. to the Southerly line of said Parcel "C"; thence along said Southerly line of Parcel "C", N 85° 40' 00" W 25.10 Ft. to the POINT OF BEGINNING.

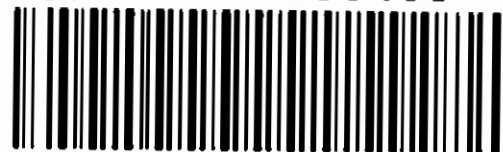
Marc C. Tonnesen
Assessor/Recorder

E00157E00157-PLACER/ROC. CA/SPL

RECORDING REQUESTED BY:

SYNRGO
Placer Title Company
Branch Number: 301

Doc # **202000006465**



| | |
|------------------|-----------------|
| Titles: 1 | Pages: 9 |
| Fees | \$0.00 |
| Taxes | \$0.00 |
| SB2 Fee | \$0.00 |
| Other | \$0.00 |
| Paid | \$0.00 |

WHEN RECORDED MAIL TO:

City of Suisun City
701 E. Suisun City Street
Suisun City, CA 90745
ATTN: City Clerk

Order No: P-360727

APN: 0173-010-210, 0173-010-220

Senior Housing Covenant Agreement

(Please fill in document title(s) on this line)

- Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
- Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
- Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
- Exempt from fee under GC27388.1(a)(1) for the following reasons:

NOTE: The following exemptions may not be acceptable for use in all counties:

- Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or,
- Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
- Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
- Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Suisun City
701 E. Suisun City Street
Suisun City, CA 90745
Attention: City Clerk

APNs. 0173-010-210 & 0173-010-220

(Space Above This Line for Recorder's Office Use Only)

(Exempt from Recording Fee per Gov. Code §6103)

SENIOR HOUSING COVENANT AGREEMENT

This Senior Housing Covenant Agreement ("**Agreement**") is made on Jan. 16, 2020 by and between SENIOR HOUSING ASSOCIATES VIII, a California Limited Partnership and SOLANO SENIOR HOUSING, LTD., a California Limited Partnership ("**Owner**") and THE CITY OF SUISUN CITY, a municipal corporation ("**City**").

RECITALS

- A. Owner owns the real property located commonly known as 320 & 322 Merganser Drive (APNs 0173-010-210 & 0173-010-220) in the City of Suisun City, State of California as legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").
- B. Prior to acquisition of fee title, Owner had leased the Property from the City pursuant to a long-term ground lease and constructed and operated a senior housing apartment project with one hundred and four (104) rental units ("**Project**").
- C. Concurrently with the recordation of this Agreement, Owner acquired fee title to the Property from City. As material consideration for the sale of the Property, Owner agreed to continue to operate the Project pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. **DEFINITION.** As used in this Agreement "senior citizen" means a person who is fifty-five (55) years of age or older.
- 2. **USE OF THE UNITS.** Owner hereby covenants and agrees for itself, its lessees, successors and assigns that for the duration of this Agreement, all units on the Property shall be occupied or reserved for occupancy on a continuous basis for senior citizens. It is intended by Owner and City that this senior housing covenant shall run with the land and bind the Property with the benefit of this covenant running in favor of the City in order to preserve the public interest in maintaining the City's stock of available senior housing units.
- 3. **MANAGEMENT AND MAINTENANCE STANDARDS.** Owner and its successors shall manage the Property in accordance with generally accepted property management principles consistent with management standards for senior citizen apartment complexes in the area in which

the Property is located. At all times during the term of this Agreement, Owner and its successors shall maintain the Property, its buildings, including electrical, plumbing, heating, ventilating and air conditioning and other systems, all common areas, driveways and parking areas and all landscaping and irrigation facilities in good condition and repair. All units of the Property shall continuously meet the Housing Quality Standards established by Section 8 monitored by the Housing Authority of Suisun City.

4. NO IMPAIRMENT OF LIEN. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Property shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. DURATION AND TERMINATION. The covenants contained in this Agreement shall be deemed to run with the land and shall terminate Twenty-five (25) years from the date of recordation of this Agreement in the Official Records of Solano County ("**Official Records**"). Upon termination, Owner and City shall each execute and acknowledge a form to terminate this Agreement which shall be recorded in the Official Records.

6. ENFORCEMENT OF AGREEMENT. Owner agrees to provide written certification to City that Owner is in compliance with the terms of this Agreement. Upon reasonable written notice to Owner, City shall have the right to review Owner's records to confirm compliance with this Agreement. Any failure by Owner to cause all units on the Property to be occupied or reserved for occupancy on a continuous basis for senior citizens shall constitute a default under this Agreement. In the event that such default shall occur, City may elect to pursue any remedy available to it under law or equity, including, but not limited to, injunction or specific performance.

7. AMENDMENT OR MODIFICATION. This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

8. SUCCESSOR AND ASSIGNS. This Agreement and all rights and obligations hereunder shall be binding upon and shall inure to the benefit of City and Owner and their respective successors in interest and assigns.

9. MISCELLANEOUS.

A. Notices. Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal services, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed to Owner at the Property and to City at City Hall or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the United States mail.

B. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

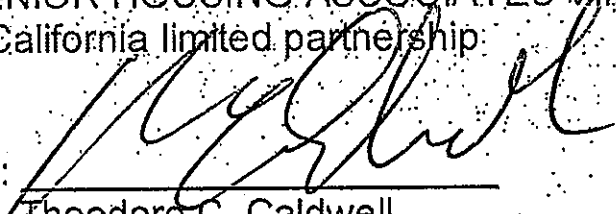
C. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Solano County.

- D. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
- E. **Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.
- F. **Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- G. **No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date specified above.

OWNER:

SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

By: 
Theodore C. Caldwell
General Partner

SOLANO SENIOR HOUSING, LTD,
a California limited partnership

By: 
Theodore C. Caldwell
General Partner

CITY:

CITY OF SUISUN CITY, a municipal corporation

By: **SIGNED IN COUNTERPART**
Greg Folsom, City Manager
_____, 2020

ATTEST:

SIGNED IN COUNTERPART
Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: **SIGNED IN COUNTERPART**
Anthony Taylor, City Attorney

- D. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
- E. **Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.
- F. **Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- G. **No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date specified above.

OWNER:

SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

SIGNED IN COUNTERPART

By: _____
Theodore C. Caldwell
General Partner

SOLANO SENIOR HOUSING, LTD,
a California limited partnership

SIGNED IN COUNTERPART

By: _____
Theodore C. Caldwell
General Partner

CITY:

CITY OF SUISUN CITY, a municipal corporation

By: _____
Greg Folsom, City Manager
1/16, 2020

ATTEST:

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

SIGNED IN COUNTERPART

By: _____
Anthony Taylor, City Attorney

- D. Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
- E. Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.
- F. Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- G. No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date specified above.

OWNER:

SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

SIGNED IN COUNTERPART

By: _____
Theodore C. Caldwell
General Partner

SOLANO SENIOR HOUSING, LTD,
a California limited partnership

SIGNED IN COUNTERPART

By: _____
Theodore C. Caldwell
General Partner

CITY:

CITY OF SUISUN CITY, a municipal
corporation

SIGNED IN COUNTERPART

By: _____
Greg Folsom, City Manager

_____, 2020

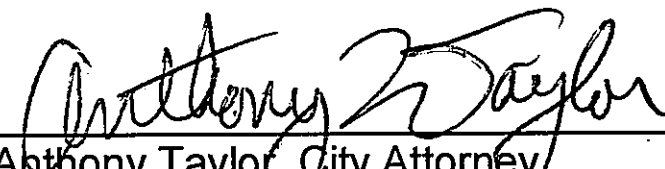
ATTEST:

SIGNED IN COUNTERPART

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: 
Anthony Taylor, City Attorney

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.

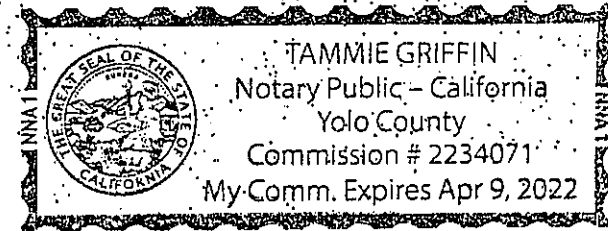
STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.

On 1/16/2020 ¹⁶ 2020 before me, Tammie Griffin, a notary public, personally appeared Theodore C. Caldwell, 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]
Notary Public



SEAL:

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 Solano) ss.

On 1/16 2020 before me Brenda Green, a notary public, personally appeared Greta Folsom 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.

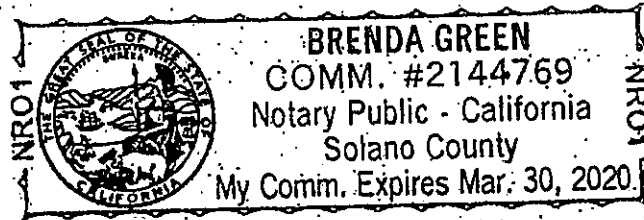
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brenda Green

Notary Public

SEAL: Brenda Green



**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

That certain real property located in the City of Suisun City, County of Sonoma, State of California, and is described as follows:

Parcel "A" as shown on parcel map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

APN: 0173-010-210

Parcel Two:

Parcel "B" as shown on parcel map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

APN: 0173-010-220

THIS PAGE INTENTIONALLY LEFT BLANK

**RECORDED AT REQUEST OF
AND WHEN RECORDED, MAIL TO:**

SENIOR HOUSING ASSOCIATES VIII
SOLANO SENIOR HOUSING, LTD.
Attn: General Partner
P. O. Box 38
Davis, CA 95617

APN: 0173-010-220 & 0173-010-210

Space Above for Recorder's Use Only
Exempt from filing/recording fees per Govt Code §27383

PARTIAL TERMINATION OF SENIOR HOUSING COVENANT AGREEMENT

This Partial Termination of Senior Housing Covenant Agreement ("Agreement"), dated October 15, 2020, for reference purposes, is made between the City of Suisun City (the "City") and Senior Housing Associates VIII, a California Limited Partnership and Solano Senior Housing, Ltd., a California Limited Partnership (collectively "Owner"), agree as follows:

RECITALS:

- A.** Owner is the fee title owner of that certain real property situated in the City of Suisun City, County of Solano, State of California, as described on the attached Exhibit A ("the Property").
- B.** The Property is subject to that certain Senior Housing Covenant Agreement, dated January 16, 2020 encumbering the Property, executed by and between Owner and the City, and recorded on January 24, 2020 as Instrument No. 202000006465 in the Official Records of Solano County, California (the "Covenant Agreement").
- C.** Owner's Lender has required removal of the Covenant Agreement as an encumbrance on the Property and, as an accommodation to the lender, the City has agreed to remove the encumbrance as to the Property.
- D.** The Covenant Agreement also encumbers the parcel described on the attached Exhibit B which will remain subject to the Covenant Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties further agree as follows:

AGREEMENT

1. **Effective Date.** This Agreement shall be effective upon recordation in the Official Records of Solano County.

2. **Partial Termination of Covenant Agreement.** Upon the Effective Date, the Covenant Agreement shall be terminated and shall cease to encumber the Property.

3. **Continuing Effect of Covenant Agreement.** The Covenant Agreement will remain in effect and continue to encumber the parcel described on Exhibit B.

4. **Execution in Counterpart.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

5. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and Owner herby execute this Agreement in counterpart.

OWNER:

CITY:

SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

CITY OF SUISUN CITY, a municipal
corporation

By: _____
Theodore C. Caldwell
General Partner

By: _____
Lori Wilson, Mayor
_____, 2020

SOLANO SENIOR HOUSING, LTD.,
a California limited partnership

ATTEST:

By: _____
Theodore C. Caldwell
General Partner

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

EXHIBIT A

Parcel "A" as shown on Parcel Map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

RESERVING THEREFROM, a Joint Access Easement "AA" in favor of Parcels "B" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "A" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel "A"; thence Westerly along the Southerly line of said Parcel "A", as shown on the above mentioned Parcel Map, S 86° 40' 00" W 5.02 Ft. to the TRUE POINT OF BEGINNING; thence continuing along said Southerly line of Parcel "A", S 86° 40' 00" W 20.06 Ft.; thence leaving said Southerly line of Parcel "A", N 01° 13' 25" E 358.13 Ft.; thence N, 89° 24' 26" W, 160.10 Ft., to the common lot line of said Parcels "A" and "B"; thence Northerly along said common line of Parcels "A" and "B", N 00° 14' 23" E, 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", S 89° 24' 26" E, 180.44 Ft.; thence S 01° 13' 25" W 376.75 Ft. to the TRUE POINT OF BEGINNING

TOGETHER WITH a Joint Access Easement "BB" In favor of Parcels "A" and "C" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps, at page 15, Solano County Records, across Parcel "B" also shown on above mentioned Parcel Map described as follows:

All that certain Real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "B" as shown on the above mentioned Parcel Map; thence Northerly along the common boundary of said Parcels "A" and "B" as shown on the above mentioned Parcel Map, N 00° 14' 23" E 123.24 Ft.; thence leaving said common line of Parcels "A" and "B", N 88° 16' 05" W 156.25 Ft.; thence N 00° 43' 00" W 242.38 Ft.; thence S 89° 24' 26" E 160.25 Ft., to the common boundary of Parcels "A" and "B" as shown on the above mentioned Parcel Map; thence Northerly along said common line, N 00° 14' 23" E 20.00 Ft.; thence leaving said common line of Parcels "A" and "B", N 89° 24' 26" W, 180.59 Ft.; thence S 00° 43' 00" E 261.99 Ft.; thence N 88° 16' 05" W 5.00 Ft. to the Westerly boundary of Parcel "B" as shown on above Parcel mentioned Parcel Map; thence Southerly along said Westerly boundary of Parcel "B", S 00° 43' 00" E 25.02 Ft. to the common line of Parcels "B" and "C" of above mentioned Parcel Map; thence Easterly along common line of said Parcels "B" and "C" and the prolongation of said common line, S 88° 16' 05" E 155.85 Ft.; Thence S 00° 14' 23" W 100.45 Ft. to the Southerly line of said Parcel "B"; thence along said Southerly line of said Parcel "B" from a tangent bearing of N 86° 45' 20" E along a curve to the left having a radius of 972.50 Ft., through a central angle of 0° 05' 26" for an arc length of 1.54 Ft.; thence N 86° 40' 00" E 23.51 Ft. to the POINT OF BEGINNING.

ALSO TOGETHER WITH a Joint Access Easement "CC" in favor of Parcels "A" and

PARCEL ONE CONTINUED

"B" as shown on that certain Parcel Map entitled "Parcel Map Lands of the City of Suisun City" as recorded in Book 30 of Parcel Maps at page 15, Solano County Records, across Parcel "C" also shown on above mentioned Parcel Map described as follows:

All that certain real property situate in the City of Suisun City, County of Solano, State of California, being an easement for access purposes more particularly described as follows:

BEGINNING at the Southwest corner of Parcel "C" as shown on the above mentioned Parcel Map; thence Northerly along the Westerly line of said Parcel "C", N 00° 43' 00" W 102.00 Ft. to the Northwest corner of said Parcel "C", said Northwest corner also being the Southwest corner of Parcel "B"; thence Easterly along the common line of Parcels "B" and "C", S 88° 16' 05" E 25.02 Ft.; thence leaving said common line of said Parcels "B" and "C", S 00° 43' 00" E, 103.14 Ft. to the Southerly line of said Parcel "C"; thence along said Southerly line of Parcel "C", N 85° 40' 00" W 25.10 Ft. to the POINT OF BEGINNING.

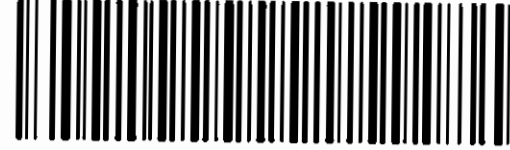
Marc C. Tonnesen
Assessor/Recorder

E00157E00157-PLACER/ROC. CA/SPL

RECORDING REQUESTED BY:

SYNRGO
Placer Title Company
Branch Number: 301

Doc # **202000006465**



| | |
|------------------|-----------------|
| Titles: 1 | Pages: 9 |
| Fees | \$0.00 |
| Taxes | \$0.00 |
| SB2 Fee | \$0.00 |
| Other | \$0.00 |
| Paid | \$0.00 |

WHEN RECORDED MAIL TO:

City of Suisun City
701 E. Suisun City Street
Suisun City, CA 90745
ATTN: City Clerk

Order No: P-360727

APN: 0173-010-210, 0173-010-220

Senior Housing Covenant Agreement

(Please fill in document title(s) on this line)

- Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
- Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
- Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
- Exempt from fee under GC27388.1(a)(1) for the following reasons:

NOTE: The following exemptions may not be acceptable for use in all counties:

- Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or,
- Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
- Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
- Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Suisun City
701 E. Suisun City Street
Suisun City, CA 90745
Attention: City Clerk

APNs. 0173-010-210 & 0173-010-220

(Space Above This Line for Recorder's Office Use Only)

(Exempt from Recording Fee per Gov. Code §6103)

SENIOR HOUSING COVENANT AGREEMENT

This Senior Housing Covenant Agreement ("**Agreement**") is made on Jan. 16, 2020 by and between SENIOR HOUSING ASSOCIATES VIII, a California Limited Partnership and SOLANO SENIOR HOUSING, LTD., a California Limited Partnership ("**Owner**") and THE CITY OF SUISUN CITY, a municipal corporation ("**City**").

RECITALS

- A. Owner owns the real property located commonly known as 320 & 322 Merganser Drive (APNs 0173-010-210 & 0173-010-220) in the City of Suisun City, State of California as legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").
- B. Prior to acquisition of fee title, Owner had leased the Property from the City pursuant to a long-term ground lease and constructed and operated a senior housing apartment project with one hundred and four (104) rental units ("**Project**").
- C. Concurrently with the recordation of this Agreement, Owner acquired fee title to the Property from City. As material consideration for the sale of the Property, Owner agreed to continue to operate the Project pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. **DEFINITION.** As used in this Agreement "senior citizen" means a person who is fifty-five (55) years of age or older.
- 2. **USE OF THE UNITS.** Owner hereby covenants and agrees for itself, its lessees, successors and assigns that for the duration of this Agreement, all units on the Property shall be occupied or reserved for occupancy on a continuous basis for senior citizens. It is intended by Owner and City that this senior housing covenant shall run with the land and bind the Property with the benefit of this covenant running in favor of the City in order to preserve the public interest in maintaining the City's stock of available senior housing units.
- 3. **MANAGEMENT AND MAINTENANCE STANDARDS.** Owner and its successors shall manage the Property in accordance with generally accepted property management principles consistent with management standards for senior citizen apartment complexes in the area in which

the Property is located. At all times during the term of this Agreement, Owner and its successors shall maintain the Property, its buildings, including electrical, plumbing, heating, ventilating and air conditioning and other systems, all common areas, driveways and parking areas and all landscaping and irrigation facilities in good condition and repair. All units of the Property shall continuously meet the Housing Quality Standards established by Section 8 monitored by the Housing Authority of Suisun City.

4. NO IMPAIRMENT OF LIEN. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Property shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. DURATION AND TERMINATION. The covenants contained in this Agreement shall be deemed to run with the land and shall terminate Twenty-five (25) years from the date of recordation of this Agreement in the Official Records of Solano County ("**Official Records**"). Upon termination, Owner and City shall each execute and acknowledge a form to terminate this Agreement which shall be recorded in the Official Records.

6. ENFORCEMENT OF AGREEMENT. Owner agrees to provide written certification to City that Owner is in compliance with the terms of this Agreement. Upon reasonable written notice to Owner, City shall have the right to review Owner's records to confirm compliance with this Agreement. Any failure by Owner to cause all units on the Property to be occupied or reserved for occupancy on a continuous basis for senior citizens shall constitute a default under this Agreement. In the event that such default shall occur, City may elect to pursue any remedy available to it under law or equity, including, but not limited to, injunction or specific performance.

7. AMENDMENT OR MODIFICATION. This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

8. SUCCESSOR AND ASSIGNS. This Agreement and all rights and obligations hereunder shall be binding upon and shall inure to the benefit of City and Owner and their respective successors in interest and assigns.

9. MISCELLANEOUS.

A. Notices. Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal services, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed to Owner at the Property and to City at City Hall or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the United States mail.

B. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

C. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Solano County.


- D. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
- E. **Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.
- F. **Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- G. **No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date specified above.

OWNER:


SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

By: _____


Theodore C. Caldwell
General Partner

SOLANO SENIOR HOUSING, LTD,
a California limited partnership

By: _____


Theodore C. Caldwell
General Partner

CITY:

CITY OF SUISUN CITY, a municipal
corporation

By: _____

SIGNED IN COUNTERPART
Greg Folsom, City Manager
_____, 2020

ATTEST:

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____

SIGNED IN COUNTERPART
Anthony Taylor, City Attorney

- D. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
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SENIOR HOUSING ASSOCIATES VIII,
a California limited partnership

CITY:

CITY OF SUISUN CITY, a municipal corporation

SIGNED IN COUNTERPART

By: _____
Theodore C. Caldwell
General Partner

By: _____
Greg Folsom, City Manager
1/16, 2020

SOLANO SENIOR HOUSING, LTD,
a California limited partnership

SIGNED IN COUNTERPART

By: _____
Theodore C. Caldwell
General Partner

ATTEST:

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

SIGNED IN COUNTERPART

By: _____
Anthony Taylor, City Attorney

- D. Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
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a California limited partnership

SIGNED IN COUNTERPART

By: _____
Theodore C. Caldwell
General Partner

SOLANO SENIOR HOUSING, LTD,
a California limited partnership

SIGNED IN COUNTERPART

By: _____
Theodore C. Caldwell
General Partner

CITY:

CITY OF SUISUN CITY, a municipal
corporation

SIGNED IN COUNTERPART

By: _____
Greg Folsom, City Manager

_____, 2020

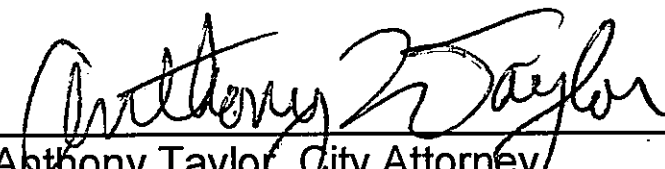
ATTEST:

SIGNED IN COUNTERPART

Linda Hobson, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: 

Anthony Taylor, City Attorney

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.

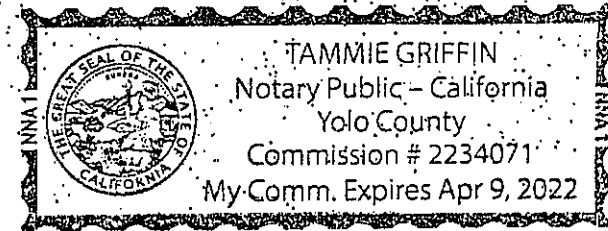
STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.

On 1/16/2020 ¹⁶ 2020 before me, Tammie Griffin, a notary public, personally appeared Theodore C. Caldwell, 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]
Notary Public



SEAL:

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 Solano) ss.

On 1/16 2020 before me Brenda Green, a notary public, personally appeared Grea Folsom 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.

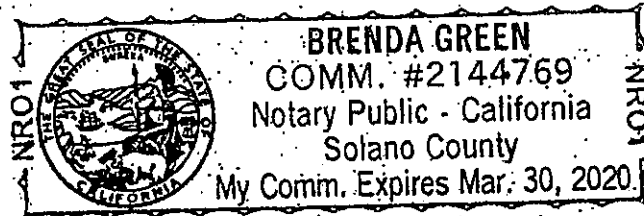
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brenda Miller

Notary Public

SEAL: Brenda Green



**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

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APN: 0173-010-210

Parcel Two:

Parcel "B" as shown on parcel map filed September 18, 1986, Book 30 of Parcel Maps, Page 15, Solano County Records.

APN: 0173-010-220

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)

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.

Notary Public

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)

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.

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Notary Public