# Recording requested by And when recorded mail to:

City of Alameda c/o Housing Authority 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director

Exempt from recording fees pursuant to Cal. Gov't Code § 27383

APN: 074-1366-004 (Portion)

### AMENDMENT TO AFFORDABLE HOUSING AGREEMENT

This Amendment to Affordable Housing Agreement (this "Amendment") dated \_\_\_\_\_\_, 201\_ is entered into between the CITY OF ALAMEDA, a municipal corporation ("City") and \_\_\_\_\_\_, L.P., a California limited partnership ("Developer").

#### RECITALS

The following recitals are a substantive part of this Agreement.

- A. The City and Developer are parties to that certain Affordable Housing Agreement dated \_\_\_\_\_\_, 201\_, and recorded in the official records of the County of Alameda as recorder's serial number \_\_\_\_\_ (the "**Agreement**").
- B. The City and Developer desire to amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW THEREFORE, the parties acknowledge and agree as follows:

- 1. <u>Amendments</u>. Effective as of the date of the Agreement, the Agreement is amended as provided below.
- (a) The last sentence of Section 1.01 of the Agreement is hereby restated to read as follows:

"Notwithstanding the foregoing, during the 15 years of the tax credit compliance period under Internal Revenue Code Section 42 applicable to the Housing Project, or such longer term required pursuant to a Regulatory Agreement executed by the California Tax Credit Allocation Committee ("CTCAC") and recorded against the Housing Project (the "TCAC Regulatory Agreement"), the City hereby permits Developer to use the occupancy standards and rent levels used by CTCAC for purposes of enforcing the TCAC Regulatory Agreement.

- (b) Section 1.03 of the Agreement is hereby amended by adding the following language:
  - "Notwithstanding the foregoing, during the TCAC Compliance Period, or such longer term required pursuant to the TCAC Regulatory Agreement, the City hereby permits Developer to use the income levels used by CTCAC for purposes of enforcing the TCAC Regulatory Agreement..
- 2. <u>Consents</u>. Developer hereby represents and warrants to the City that Developer has obtained all consents and approvals necessary for Developer to execute, deliver and record this Amendment.
- 3. <u>Affirmation of the Agreement</u>. Except as provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
- 4. <u>Counterparts</u>. This Amendment may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have caused this Amendment to be executed on their behalf by their respective officers thereunto duly authorized, on the Effective Date first above written.

	CITY:
RECOMMENDED FOR APPROVAL:	CITY OF ALAMEDA, a municipal corporation
Vanessa M. Cooper, Executive Director, Housing Authority of the City of Alameda	E Jill Keimach City Manager [Signature must be notarized]
APPROVED AS TO FORM:	
Michael H. Roush Interim City Attorney	
	DEVELOPER::
	, L.P., a California limited partnership
	By:, a California limited liability company, its managing general partner
	By:, a California nonprofit public benefit corporation, its sole manager
	By:
	Executive Director [Signature must be notarized]

## NOTARY ACKNOWLEDGMENTS

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
) ss: COUNTY OF)
On,, before me,, 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.
Signatura

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I certify under PEN the foregoing paragraph is	NALTY OF PERJURY under the laws of the State of California that true and correct.
WITNESS my hand and o	fficial seal.
Signature	