

Recording Requested by
and
When Recorded mail to:
City of San José
Housing Department
200 East Santa Clara Street, 12th Floor Tower
San José, California 95113-1905
Attn: Loan Management
Re: The Arya_(226 Balbach Street)

THIS DOCUMENT IS RECORDED FOR THE
BENEFIT OF THE CITY OF SAN JOSE
AND IS EXEMPT FROM FEE PER
GOVERNMENT CODE SECTIONS 27383 and 6103.

LEASEHOLD AFFORDABILITY RESTRICTIONS
(Arya (226 Balbach Street))

THIS LEASEHOLD AFFORDABILITY RESTRICTION ("**Restriction**") is made as of this ___ day of _____, 2020 by _____ a California limited partnership (the "Developer") with respect to the following facts:

A. The City owns a property located at 500 Almaden Boulevard (formerly 226 Balbach Street) in the City of San José, County of Santa Clara, State of California, more particularly in the attached **EXHIBIT A** (the "**Property**") acquired with Low and Moderate Income Housing Asset Funds, which will be ground leased to the Developer for a term of sixty-five years.

B. The Developer will develop eleven (11) 0-bedroom ("**studio**") units, five (5) 1-bedroom units, and two (2) 2-bedroom units all restricted to extremely low income households at 30% of Area Median Income ("AMI"); five (5) studio units, twenty-nine (29) 1-bedroom units, and three (3) 2-bedroom units all restricted to very low income households at 50% of AMI; and three (3) studio units, twenty (20) 1-bedroom units, and seven (7) 2-bedroom units all restricted to low income households at 60% of AMI (collectively, the "**Assisted Units**") along with one (1) two bedroom manager's unit, and improvements, including but not limited to space for tenant related services, sidewalks, sewerage and landscaping (collectively, the "**Project**") on the Property.

C. City and Developer will enter into an unrecorded ground lease dated as of _____, 2020 (the "**Lease**") for the Property. The Lease will be memorialized by a Memorandum of Lease dated _____, 20____ and recorded in the Official Records of the County of Santa Clara as Document number _____. This Restriction shall only encumber the leasehold estate created by the Lease.

D. Health and Safety Code Section 33334.3(f) requires that a covenant or restriction be recorded against all units constructed or substantially rehabilitated with the assistance of Low and Moderate Income Housing Asset Funds, restricting such units to remain available at "affordable housing costs" (which, for rental housing, means "affordable rent" as defined in Health and Safety Code Section 50053, as amended) ("**Affordable Housing Costs**") to Persons and Families of Low or Moderate Income and Very Low Income Households. With respect to the units restricted to a specific percentage of area median income ("**AMI**"), Affordable Housing Cost shall also mean that the maximum rent for the unit shall be calculated based on 30% of the specific percentage of AMI (e.g., 30% of 30% AMI), in the manner shown in the attached exhibits **EXHIBIT B-1**, and **EXHIBIT B-2**. The restrictions or covenants must be enforceable against Developer and the successors in interest of Developer pursuant to Health and Safety Code Section 33334.3(f).

E. The Project is not intended to incorporate project based Section 8 vouchers administered by the Santa Clara County Housing Authority.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE DEVELOPER HEREBY DECLARES AND COVENANTS AS FOLLOWS:

1. Affordability Restriction.

(a) Restriction to Affordable Housing Cost.

1. Commencing upon recordation of this Restriction, the leased Property shall be used only for the purpose of developing and operating the Project, which requires the Assisted Units to be rented to an Eligible Household at an Affordable Housing Cost.

2. A person or family shall be determined to be eligible (an "Eligible Household") to rent an Assisted Unit restricted to 30% of AMI if their income as determined at initial occupancy does not exceed the maximum income level for an Extremely Low Income Household; if the Assisted Unit is restricted to 50% of AMI, they will be eligible if their income as determined at initial occupancy does not exceed the maximum income level for a Very Low Income Household, and if the Assisted Unit is restricted to 60% of AMI they will be eligible if their income as determined at initial occupancy does not exceed 60% of AMI, all as adjusted for family size, as shown in the table contained in 25 Cal. Code Reg. 6932, as amended from time to time, in accordance with the procedures set forth below. Developer shall prohibit any person or family who has

not been determined to be an Eligible Household at the time of taking possession of an Assisted Unit from renting or occupying any Assisted Unit and shall cause any such person or family to vacate any Assisted Unit so rented or occupied.

3. In adjusting for family size based on the number of bedrooms in the unit to determine the maximum income level on which to base the calculation of Affordable Housing Cost, Developer has requested and the City has agreed to make the following adjustments according to estimated family size based on the number of bedrooms in each Assisted Unit: studio - one person, 1-bedroom -one and one-half persons; 2-bedroom - three persons and 3-bedroom - four and one-half persons consistent with Health and Safety Code Sections 50052.5 and 50053. **EXHIBIT B-1**, and **EXHIBIT B-2** attached hereto and incorporated herein by this reference contain illustrations of the calculation of rental Affordable Housing Cost for Extremely Low Income Households renting a 30% AMI unit, and Very Low Income Households renting a 50% AMI unit. The Developer shall use the current utility allowance amounts for Developer's units provided by City in such calculations.

4. Developer shall comply with all existing or future laws and regulations applicable to housing units assisted with Low and Moderate Income Housing Asset Funds, to the extent applicable and this Restriction shall be deemed modified accordingly.

(b) Recertification of Income; Monitoring.

(1) Developer shall submit a report on a form provided or previously approved by the City (the "Annual Report") to the City on or prior to July 1, which contains, with respect to each Assisted Unit, the rental rate and income and family size of the occupant. The Annual Report shall be based on information supplied by the tenant or occupant of each Assisted Unit in a certified statement on a form provided or previously approved by the City. In the event that the Annual Report is not completed to the City's satisfaction, City may request supporting documentation or a revised Report to be submitted within ten (10) calendar days.

(2) When any Assisted Unit is vacated, for any reason whatsoever, by the household or family, the Assisted Unit shall then again be rented or otherwise made available as required under this Section 1.

(3) During the term of this Restriction, Developer shall remit an annual monitoring fee of \$_____ per unit to City paid in advance on or prior to July 1, which fee shall increase annually by three percent (3%) ("Restriction Monitoring Fee").

(4) City may collect a late fee of \$100.00 to cover additional staff expenses for each week that the completed Annual Report and/or requested supporting documentation are overdue, which fee shall increase annually by three percent (3%).

Failure of the Developer to provide the Annual Report, and requested documentation or the Monitoring Fee shall be a breach of this Restriction.

(c) Definition of Vacate. For the purposes of this Restriction, "vacate" shall include, without limitation, departure from an Assisted Unit at the termination (whether at the end of a term or upon default) of the lease pursuant to which the Assisted Unit was occupied ("Lease"), abandonment of the Assisted Unit, sublease or assignment of an Assisted Unit (whether or not such sublease or assignment complied with the terms and conditions of the Lease).

(d) Vacancy Posting Requirement. All vacancies for Assisted Units must be posted in a timely manner on www.scchousingsearch.org or such other website as may be requested by City within ten (10) days of such vacancy.

2. Definitions. The definitions of Affordable Housing Costs, Extremely Low Income, Very Low Income, Low Income, and Area Median Income shall have the definitions given these terms in Health and Safety Code Sections 50053, 50106, 50105 and 50093, as amended from time to time.

3. Default and Remedies.

(a) Covenants Running With The Land. The Developer hereby subjects the Property and any Assisted Units constructed to the covenants and restrictions set forth in this Restriction. The Developer hereby declares its express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Developer's successors in interest; provided, however, that on the termination of this Restriction, said covenants and restrictions shall expire. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Property or improvements constructed on the Property or any portion thereof or interest therein (a "Contract") shall conclusively be held to have been executed, delivered and accepted subject to this Restriction regardless of whether the terms of this Restriction are set forth in such Contract and regardless of whether the other party or parties to such Contract have actual knowledge of this Restriction.

The Developer hereby declares its understanding and intent that:

(i) the covenants and restrictions contained in this Restriction shall be construed as covenants running with the land pursuant to California Civil Code section 1468 and not as conditions which might result in forfeiture of title by Developer; and

(ii) the burden of the covenants and restrictions set forth in this Restriction touch and concern the leasehold interest in the Property in that the Developer's legal interest in the Property and all improvements thereon is rendered less valuable thereby; and

(iii) the benefit of the covenants and restrictions set forth in this Restriction touch and concern the leasehold interest in the Property by enhancing and increasing the enjoyment and use of the Property and Assisted Units by Eligible Households, the intended beneficiaries of such covenants and restrictions. All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon the Developer and its successors in interest for the benefit of the City, Eligible Households, and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenant and restrictions relate.

(b) Non-Complying Assisted Units. In addition to and without limitation of any other rights and remedies set forth in this Restriction or otherwise available to any party legally entitled to enforce this Restriction, after any Default (as defined in Section 3(d) below), has been noticed by City, City shall have the right to lease and Developer shall lease to City on demand of City for a rental of \$1.00 per Assisted Unit per year any and all of the "Non-Complying Assisted Units" (as defined below) at such time as the Non-Complying Assisted Unit(s) is vacated (if a unit that has been determined by the City to be "Non-Complying", vacation by the existing tenant will not bring the unit into compliance). "Non-Complying Assisted Unit" shall mean an Assisted Unit, which is occupied and/or leased in violation of Section 1 of this Restriction. Determination of such a violation may be based on information provided in the Annual Report or determined by City in its reasonable discretion based on information otherwise available to it. Notwithstanding any term or condition of the lease under which the City leases a Non-Complying Assisted Unit pursuant to this Section 3(b), Developer hereby consents to and grants the City the right to assign such lease or sublet such Assisted Unit at Affordable Housing Cost to any non-profit housing provider (a "Provider") in the community for \$1.00 per year on the condition that such Provider subleases such Assisted Unit(s) or assigns such lease(s) to Eligible Household(s) at Affordable Housing Cost. If the City assigns or sublets to any Provider, notwithstanding any term or condition of the lease between Developer and the City, the Developer hereby consents to and grants such Provider the right to assign such lease or sublet such Assisted Unit to any Eligible Person at an Affordable Housing Cost. If the City leases any Assisted Unit(s) or a Provider subleases any Assisted Unit(s) or is the assignee of any lease(s) from the City, the City or Provider, as the case may be, to the extent necessary to ensure compliance with Section 1 hereof, shall sublease such Assisted Unit(s) or assign such lease(s) to any Eligible Household at Affordable Housing Cost. Any rent paid under such a sublease or assignment shall be paid to the Developer, after the City and/or Provider has been reimbursed for any expenses incurred by it in connection with exercising the rights and remedies set forth in this subsection 3(b); provided, that if the Developer is in default (beyond any applicable notice and cure periods) under any loan documents in connection with the financing of the Property or any improvements thereon, such rent shall be paid to the party legally entitled thereto.

(c) **Excess Rent.** In the event that and to the extent that the Developer receives rents or other payments from the operation of the Assisted Units or other improvements constructed on the Property in excess of what Developer is permitted to charge and receive pursuant to this Restriction, after thirty (30) day notice by City to Developer, Developer agrees and covenants to pay to the City the full amount of such excess immediately on demand by the City. The City intends that the payment of such excess, absent other remedies described in this Restriction to ensure for the term hereof that rents or other payments do not exceed those Developer is permitted to charge and receive pursuant to this Restriction, shall not alone be an adequate remedy to accomplish the purposes of this Restriction.

(d) **All Remedies Available and Cumulative.** In the event of any breach of any of the covenants or restrictions set forth herein the City shall notify Developer in writing of its purported breach, giving Developer thirty (30) days from receipt of such notice to cure, or, if cure cannot be accomplished within the thirty (30) days, to provide a schedule of cure acceptable to City within the thirty (30) days and commence to cure such breach to the satisfaction of City. In the event Developer fails to cure within the thirty (30) days or fails to commence to cure and diligently complete the cure, the City then may declare a default (a "Default"), and the City, and the Eligible Households or members of the community (as defined in the Health and Safety Code) shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other real property proceedings, including without limitation, specific performance, to enforce the covenants and restrictions and the curing of any breach or violation thereof. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the City to enforce the provisions hereof in the future for any continuing or new breach or violation of any of the covenants or restrictions contained in this Restriction. All rights and remedies, including without limitation those set forth in Section 3(a) through Section 3(c) above, of any party legally entitled to enforce this Restriction shall be cumulative and the exercise of any such right or remedy shall not impair or prejudice and shall not be a waiver of the right to exercise any other such rights and remedies.

(e) **Cure by Limited Partner.** Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by one or more of Developer's Limited Partners shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

4. **Reporting.** In addition to the Annual Report, the Developer shall provide all information reasonably requested by the City with respect to the number of Assisted Units in the Property and the income levels of the persons or families renting or otherwise occupying the Assisted Units.

5. **Notice of Restriction.** The Developer shall attach a copy of this Restriction to any lease or purchase and sale contract with respect to the Project or shall include in any

residential lease for any Assisted Unit a provision informing the tenant that the Assisted Unit is restricted pursuant to this Restriction. The City shall approve all such notice provisions in residential leases for the Project.

6. Successors, Assigns. The provisions contained in this Restriction shall bind the Developer, its successors in interest and assigns and shall inure to the benefit of the City, the Eligible Households and members of the community.

7. Lienor's Remedies. The provisions of this Restriction do not limit the right of any obligee to exercise any of its remedies for the enforcement of any pledge or lien upon the Property; provided, however, that in the event of any foreclosure, under any mortgage, deed of trust or other lien or encumbrance, or a sale pursuant to any power of sale included in any such mortgage or deed of trust, or in the case of a deed in lieu of foreclosure, the purchaser (or other transferee) and their successors in interest and assigns and the Property shall be, and shall continue to be, subject to all of the covenants and restrictions set forth in this Restriction.

8. Operating Covenants.

(a) Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Developer shall operate the Property in conformity with all applicable laws, rules, regulations and ordinances, including without limitation, all applicable federal and state labor standards; maintain any improvements on the Property; keep the Property and such improvements free from any accumulation of debris or waste materials, and maintain the landscaping in a healthy condition. In addition to Developer's obligations under the Management Plan submitted pursuant to the loan agreement between Developer and City of even date herewith ("Loan Agreement") Developer, its successors and assigns, shall maintain the Property in first quality condition, normal wear and tear excepted.

(b) Once the rental housing project is constructed, Developer shall operate the Property to provide clean, suitable, safe and decent housing to the persons described above at the highest possible occupancy rate at all times during the term of the Restriction. In furtherance of this objective:

(i) The Property at all times will be managed by an experienced operator pursuant to a management plan approved by City ("Management Plan") and will provide decent, safe and sanitary housing to the occupants. The City may inspect the property to ensure that this requirement and the requirements of the Management Plan are met. The Management Plan will be complied with for the life of the Restriction. Compliance will be monitored annually or as requested by City. Material failure to comply with the Management Plan by the Management Agent (as defined in the Loan Agreement), after the expiration of any applicable cure periods, may result in the removal of the Management Agent.

(ii) The Developer must maintain the Replacement Reserve Account (as defined in the Loan Agreement) until the expiration of this Restriction. City may require physical needs assessments for the Project conducted by a consultant acceptable to City, the cost of which shall be paid by the Developer and if additional capital improvements or rehabilitation or replacement of capital improvements is called for by the assessment, the City may require a plan for capital improvements and additional deposits into Replacement Reserve Account.

(iii) The Developer must provide promptly to City the reports and submittals required under Articles VI and VIII of the Loan Agreement together with any other information reasonably requested by City, including information needed to comply with State or Federal Law or regulations.

(c) Developer shall obtain the City's advance written approval for all changes to the Management Agent or Management Plan in advance. City shall also have the right to approve any transfers and City fees may apply.

(d) (i) Except as permitted by the Loan Agreement, Developer shall not voluntarily, involuntarily or by operation of law sell, transfer, lease (except residential leases in the ordinary course of Developer's business), pledge, encumber, create a security interest in, or otherwise hypothecate or alienate all or any part of the Property without City's prior written consent. All capitalized undefined terms in this Section 10(d) shall be as defined under the Loan Agreement.

(ii) The term "transfer" includes, without limitation, the following transactions:

(1) Without limitation, any total or partial sale, assignment or conveyance, or creation of any trust or power, or any transfer in any other mode or form with respect to the Property or any part thereof or any interest therein, or any contract or agreement to do the same;

(2) The dissolution of Developer;

(3) Any merger, consolidation, sale or lease of all or substantially all of the assets of Developer; and

(4) The transfer of ten percent (10%) or more of the partnership interests in Developer.

(iii) Developer's consent to subordinate the deeds of trust pursuant to a subordination agreement in favor of any lender approved by City shall not be considered a transfer under this Section.

(e) Beginning in the first full year after all amounts due under the Note are paid in full, at least 60 days before the end of the Fiscal Year, the Borrower must submit to the City annual operating and capital budgets for the Project for approval. The capital budget shall project the Project's material physical replacement needs for the coming year. Borrower shall also provide City with an annual third party audit of the Borrower's and Project's finances within 90 days of the Fiscal Year end. Fiscal Year shall mean the 12 months ending on December 31, or on such other date agreed to by the Borrower and City in writing.

9. Amendments. The City and its successors and assigns, on the one hand, and the Developer and its successors in interest and assigns, on the other, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Restriction without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. This Restriction shall not be amended, modified or terminated except upon the written consent of the City and upon the recordation of an amendment hereto duly executed and acknowledged by the Developer.

10. Termination. Notwithstanding anything to the contrary herein, this Restriction shall terminate and be of no further force and effect sixty five (65) years from the commencement of the term of the Lease.

11. Recitals; Exhibits. The above Recitals and the attached Exhibits are hereby incorporated and made a part hereof.

12. Severability. If any provision of this Restriction, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Restriction and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

13. No Discrimination. The Developer covenants and agrees for itself, its heirs, successors, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of actual or perceived gender identity in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Developer or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees,

subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

All deeds, leases, and contracts for the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, or any portion thereof made or entered into by Developer, its successors or assigns, shall contain therein the following language:

(a) In Deeds:

"The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of actual or perceived gender identity in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases:

"The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of actual or perceived gender identity in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(c) In Contracts:

"The contractor herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this contract is made and accepted upon and subject to the conditions that there

shall be no discrimination against or segregation of any person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of actual or perceived gender identity in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein described nor shall the contractor or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in said property. The foregoing provisions shall be binding upon and shall obligate the contractor and any subcontracting parties, successors, assigns and other transferees under the contract."

14. Notices. All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given and received when delivered by hand or, if mailed, three (3) business days after deposit in the mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to City at:

City of San José
Housing Department
200 E. Santa Clara Street, 12th Floor Tower
San José, CA 95113
Re: [Project Name]

and to Developer:

1835 Alcatraz Avenue
Berkeley, CA 94703
Attn: Chief Executive Officer
Re: Arya

And with, for so long as Limited Partner remains a partner in the Borrower, but not to exceed seventeen (17) years, a copy to Developer's Limited Partner:

15. Governing Law. This Restriction shall be governed by and construed in accordance with the law of the State of California.

16. Counterparts. This Restriction may be signed in counterparts, each of which shall be deemed an original but all of which, together, shall constitute one and the same Restriction.

Document continues on next page.

IN WITNESS WHEREOF, the Developer has executed this Restriction on or about the date first written above.

DEVELOPER:

_____, a California limited partnership

By: Satellite AHA Development, Inc.,
a California nonprofit public benefit corporation

Its: General Partner

By: _____
Susan Friedland,
Chief Executive Officer

EXHIBIT A

Legal Description

Leasehold Estate as created by that certain lease dated _____, 20____, made by and between the City of San Jose, a municipal corporation, as lessor and [Developer Name], a California limited partnership, as lessee, for the term of --- years and upon the terms and conditions contained in said lease and subject to provision contained in the lease which limit the right of possession, a memorandum thereof recorded _____, in Official Records under Recorder's Document Number _____, in and to the following:

BEGINNING AT THE MOST NORTHERLY POINT OF LOT 27, BLOCK 5, OF RANGE NO. 3 WEST, ACCORDING TO A MAP OF THE PROPERTY OF J. BALBACH, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK "D" OF MISCELLANEOUS RECORDS, PAGE 622, SAID POINT BEING A POINT IN THE SOUTHERLY LINE OF WOZ WAY (FORMERLY BALBACH STREET, 50 FEET WIDE) DISTANT 102.80 FEET WESTERLY FROM THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE OF WOZ WAY (FORMERLY BALBACH STREET) WITH THE WESTERLY LINE OF ALMADEN AVENUE (FORMERLY ORCHARD STREET, 60 FEET WIDE) AND FROM SAID POINT OF BEGINNING RUNNING SOUTHERLY AND PARALLEL WITH SAID LINE OF ALMADEN AVENUE, 156.08 FEET TO THE MOST EASTERLY POINT OF SAID LOT 27; THENCE AT RIGHT ANGLES WESTERLY ALONG THE SOUTH LINE OF SAID LOT 27 AND ITS WESTERLY PROLONGATION 115 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 140.00 FEET EAST OF THE WESTERLY LINE OF ALMADEN BOULEVARD (FORMERLY VINE STREET, 60 FEET WIDE); THENCE NORTHERLY ALONG SAID PARALLEL LINE 118.81 FEET, MORE OR LESS, TO A POINT OF CURVATURE OF A 20-FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, THE RADIUS POINT OF SAID CURVE BEING THE INTERSECTION OF A LINE PARALLEL WITH AND 160.00 FEET EAST OF THE WESTERLY LINE OF ALMADEN BOULEVARD (FORMERLY VINE STREET, 60 FEET WIDE) AND A LINE PARALLEL WITH AND 20 FEET SOUTH OF THE SOUTH OF THE SOUTHERLY LINE OF WOZ WAY (FORMERLY BALBACH STREET); THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 76° 34', MORE OR LESS, AN ARC LENGTH OF 26.73 FEET TO A POINT OF TANGENCY WITH THE SOUTHERLY LINE OF WOZ WAY (FORMERLY BALBACH STREET); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF WOZ WAY (FORMERLY BALBACH STREET) 102.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-31-109

Exhibit A

Arya Leasehold AR
T29649.003/167290
12/6/2019

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT B-1

The following hypothetical illustrates the calculation of Affordable Housing Cost **for Extremely Low Income Households** who are **Renting** a studio unit with an assumed family size of 1 person in Santa Clara County.

Assumptions.

1. Assisted Unit to be made available to Extremely Low Income Households. Person or Family need not have the maximum income for a Person or Family in the income category (adjusted for family size).
2. Family Size = 1 Person (for purposes of this example).
3. Electricity charges are separately metered and directly billed to the tenants by PG&E. A reasonable allowance for such charges based on the Utility Allowance Schedule published by the County of Santa Clara Housing Authority ("Allowance") is deducted.

As of _____, per 25 California Code of Regulations ("CCR") Section 6932, median income for a family of 1 is \$_____ and the maximum income level for an Extremely Low Income Household with a family size of 1 in Santa Clara County is \$_____.

Pursuant to 25 CCR Section 6918 rent for the purposes of this Exhibit ("Rent") includes, among other things, payment for use or occupancy of a housing unit and charges or fees charged or passed through by the landlord other than security deposits. Pursuant to Section 50053 of the Health and Safety Code, the Rent paid by an Extremely Low Income Household shall not exceed 30% of 30% of the area median income adjusted for family size.

CALCULATION OF RENT CHARGEABLE:

\$25,100.00 [30% of the area median income adjusted for family size (1 persons)]
X _____ .30 [Rent cannot exceed 30% of 30% of area median income.]
\$ _____

\$ _____ [\$_____ divided by 12 to calculate the maximum monthly Rent.]

-\$ 74.00 [Assumed allowance for an all electric studio bedroom apartment.]
\$ _____ [Maximum Rent after allowance for electric charges.]

As this hypothetical illustrates, as of _____ no Extremely Low Income Household with a family size of 1 that pays its own electric bill should be charged or pay Rent in excess of \$_____ per month less the approved utility allowance; this amount may be adjusted as the CCR Sections above are amended or the utility allowance amount is adjusted.

Exhibit B-1

Arya Leasehold AR
T29649.003/167290
12/6/2019

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT B-2

The following hypothetical illustrates the calculation of Affordable Housing Cost **for Very Low Income Households** who are **Renting** a 50% AMI studio unit with an assumed family size of 1 person in Santa Clara County.

Assumptions.

1. Assisted Unit to be made available to Very Low Income Households with maximum incomes not to exceed 50% AMI.
2. Family Size = 1 Person (for purposes of this example)
3. Person or Family need not have the maximum income for a Person or Family in the income category (adjusted for family size).
4. Electricity charges are separately metered and directly billed to the tenants by PG&E. A reasonable allowance for such charges based on the Utility Allowance Schedule published by the County of Santa Clara Housing Authority ("Allowance") is deducted.

As of _____, per 25 California Code of Regulations ("CCR") Section 6932, median income for a family of 1 is \$_____ and the maximum income level at 50% AMI for a Very Low Income Household with a family size of 1 in Santa Clara County is \$_____.

Pursuant to 25 CCR Section 6918, rent (for the purposes of this Exhibit defined as "Rent") includes, among other things, payment for use or occupancy of a housing unit and charges or fees charged or passed through by the landlord other than security deposits). Pursuant to Section 50053 of the Health and Safety Code and this Restriction, the Rent paid by a Very Low Income Household for a 50% AMI unit shall not exceed 30% of 50% of the area median income adjusted for family size.

CALCULATION OF RENT CHARGEABLE:

\$ _____	[50% of the area median income adjusted for family size (1 persons)]
X _____	[Rent cannot exceed 30% of 50% of area median income]

\$ _____	
\$ _____	divided by 12 [to calculate the maximum <u>monthly</u> Rent]
-\$ 74.00	[Assumed allowance for an all electric studio apartment.]

\$ _____	[Maximum Rent after reasonable allowance for electric charges.]

As this hypothetical illustrates, as of _____ no Very Low Income Household with a family size of 1 that pays its own electric bill should be charged or pay Rent in excess of \$_____ per month minus less the approved utility allowance; this amount may be adjusted as the CCR Sections above are amended or the reasonable allowance amount is adjusted.

Exhibit B-2

Arya Leasehold AR
T29649.003/167290
12/6/2019

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

[Project Name] Leasehold AR
T-_____/[Doc no.]
[Date]

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

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 _____

County of _____

On _____ before me, _____, Notary Public, personally
DATE NAME OF NOTARY
appeared _____
NAME(S) OF SIGNER(S)

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 acknowledge 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 OF NOTARY

Notary Acknowledgment