

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 05/07/2021

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Los Angeles Housing + Community Investment Department

CONTACT PERSON: Michael Zirbes PHONE: 213-928-9030

CONTRACT NO.: C-138418 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: RKC DEWEY, LLC, a California limited liability company

TERM OF CONTRACT: 55 years from CofO THROUGH: _____

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:

Rental Covenant Agreement between the City of Los Angeles, acting by and through the Los Angeles Housing and Community Investment Department and RKC DEWEY, LLC, a California limited liability company, to restrict six (6) units out of fifty-one (51) to Extremely Low Income Households for a period of fifty-five (55) years in exchange for a 70% density increase, TOC Tier 3 base incentives, side yard and rear yard reductions, and decreased open space. The six (6) restricted units will be under HCD Sch. 6.

The project is located at 950 South Dewey Avenue, Los Angeles, CA 90006.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

OFFICIAL BUSINESS

Document entitled to free
Recording per Government Code
Section 6103

Recorded at the request of and mail to:
Los Angeles Housing and Community
Investment Department
Planning and Land Use Unit
P.O. Box 532729
Los Angeles, California 90053-2729

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

**RENTAL COVENANT AGREEMENT RUNNING WITH THE LAND
RE: LAND USE INCENTIVES**

CITY OF LOS ANGELES

AGREEMENT NUMBER _____ OF CITY CONTRACTS

This Agreement is made this 8th day of June, 2021, by and between the City of Los Angeles, a municipal corporation, acting by and through its agency, the Los Angeles Housing and Community Investment Department ("City", "HCIDLA" or "Department") and RKC DEWEY, LLC, a California limited liability company ("Owner").

RECITALS

WHEREAS, Owner is the record owner of that certain real property located at what will commonly be known as 950 South Dewey Avenue (currently commonly known as 944 – 952 ½ South Dewey Avenue) on which currently sits a four (4) unit apartment building, a single family dwelling, and a duplex (all subject to the Rent Stabilization Ordinance ("RSO")) (hereinafter collectively referred to as the "Existing Project") in the City of Los Angeles, County of Los Angeles, State of California (the "Property"), which address is also set forth in Section 1(a) hereof, and whose legal description is set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner intends to develop, rehabilitate or legalize one or more residential units on the Property, which will call for the demolition of the Existing Project and

for the construction a new, five (5) story, fifty-one (51) unit multi-residential apartment building over a subterranean parking garage (the “Project”); and

WHEREAS, in connection with the Project, the Owner has sought and received the following land use incentive(s) and/or discretionary land use approval(s) from the Department of City Planning including a **70% increase in density** consistent with the provisions of the Transit Oriented Communities (“TOC”) Affordable Housing Incentive Program for **Tier 3 TOC projects and three (3) additional incentives: (1) Side Yards**. A 30-percent reduction in both side yard setbacks to permit a minimum of 5.6 feet in lieu of the minimum 8 feet as otherwise required by LAMC Section 12.11 C.2; **(2) Rear Yard**. A 2-foot reduction in the rear yard setbacks to permit a minimum of 15 feet for the rear yard in lieu of the minimum 17 feet as otherwise required by LAMC Section 12.11 C.3; and **(3) Open Space**. A 1,275 square-foot reduction in the usable open space to require a minimum 3,900 square feet in lieu of the minimum 5,175 square feet as otherwise required by LAMC 12.21 G.2; in order to construct the Project (a new, five (5) story, fifty-one (51) unit multi-residential apartment building over a subterranean parking garage), approved pursuant to Department of City Planning Case No. DIR-2020-5590-TOC-HCA and Department of Building and Safety Application No. 19010-70000-05590; and

WHEREAS, the aforementioned land use incentive(s) and/or discretionary land use approval(s) received for the Project were made pursuant to one or more of the following provisions including but not limited to, California Government Code Section(s) 65400, 65582.1, 65913.4, 65583, 65650 et seq., 65915, California Public Resources Code Section 21080.27, Los Angeles Administrative Code Section 5.522, Los Angeles Charter Section(s) 555, 562, Los Angeles Municipal Code (“LAMC”) Section(s) 11.5.6.B, 11.5.8, 11.5.11, 12.02, 12.04.09.B.11, 12.21.A.4, 12.22.A.25, 12.22.A.25(g)(3), 12.22.A.29, 12.22.A.31, 12.27, 12.32, 14.00.A.10, 14.00.A.13, 16.05.D.8, and/or 17.11, as applicable; and

WHEREAS, as a requirement or condition of and in consideration for one or more of the above referenced land use incentive(s) and/or discretionary land use approval(s) for the Project, the Owner must provide **six (6) Restricted Unit(s)** at the Project for rent to income eligible households so as to provide affordable housing opportunities to Extremely Low, Very Low, Low, Moderate and/or Workforce Income Households and possibly Seniors, as

applicable, and to improve housing design standards to meet the housing needs of the City's population; and

WHEREAS, it is the desire of the City and the Owner to enter into this Agreement to ensure that such requirement is fully complied with and to provide for the rental of the Restricted Unit(s) at affordable Rents as set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Department administers and coordinates various local, state and federal public funding sources to promote the production of affordable housing citywide; and

WHEREAS, the Department is authorized to execute and enforce covenants and agreements implementing affordable housing requirements; and

WHEREAS, Owner acknowledges and agrees that it has or shall comply with any and all applicable laws including but not limited to the RSO, if applicable, required to vacate the Existing Project prior to demolition for the Project; and

WHEREAS, in the event the Property is subject to the RSO, unless the Owner, has or obtains an applicable RSO exemption, the Owner acknowledges and agrees that while during the term of this Agreement, the Rent(s) as set forth in Exhibit "B" shall govern the Restricted Unit(s), the RSO, shall still apply to the Project; and

WHEREAS, the Owner also expressly acknowledges and agrees that due to its receipt of a density bonus pursuant California Government Code Section 65915, or incentives pursuant to LAMC Sections 11.5.6.B, 11.5.8, 11.5.11, 12.22.A.25, 12.22.A.31, and/or 14.00.A.13, as applicable for the development of the Project, it must comply with the replacement obligations of California Government Code Section 65915(c)(3), if applicable; and

WHEREAS, it is the intent of the parties that the Restricted Unit(s) herein, shall be continuously held as rental units, subject to the limitations, restrictions, covenants and conditions provided for in this Agreement for the benefit of the City, which is the owner of the public streets and areas adjoining the Property; and

WHEREAS, these provisions are for the purpose of enabling only Eligible Households to rent the Restricted Unit(s).

NOW THEREFORE, in consideration of the mutual covenants and representations herein contained, the parties hereto covenant, represent and agree as follows:

[Remainder of this page left intentionally blank]

1. **Fundamental Provisions.**

- (a) Property Address: 950 South Dewey Avenue
Los Angeles, CA 90006
- (b) City Planning Case No.: DIR-2020-5590-TOC-HCA
City Planning Referral Form No: Not applicable
- (c) Tentative Tract No.: Not applicable
- (d) Building Permit Application No.: 19010-70000-05590
- (e) Plan Check No.: B19SL01745
- (f) Total Number of Residential Unit(s) at the Project: 51
- (g) Total Number of Restricted Unit(s) at the Project: 6
- (h) Total Number of Senior Unit(s) at the Project: Not applicable
- (i) Initial Allocation, Affordability Level, and Type of Restricted Unit(s) at the Project:

EXTREMELY LOW INCOME HOUSEHOLDS
(Schedule 6-HCD)

Type: Floating					
Bedroom Type	Total # of Residential Unit(s) at Project	Total # of Restricted Unit(s) at Project	Unit #	Square Feet*	Location Within Project
SINGLE	36	0			
ONE	12	4	#207	430	North side
			#208	430	South side
			#306	430	North side
			#409	430	South side
TWO	3	2	#310	460	South East corner
			#405	460	South West corner
TOTAL:	51	6**			

* See definition for Comparable Replacement Unit for minimum square footage requirements, if any.

** In the event one or more manager's unit(s) are required by applicable law and are not identified above, Owner understands that Restricted Unit(s) shall **NOT** be used as manager's unit(s)

- Per SB 330, as occupied protected units, seven (7) units need to be replaced with comparable units (i.e. same bedroom type) as follows: four (4), one (1) bedroom units, and three (3), two (2) bedroom units. A total of at least six (6) units needed to be set aside as three (3) Extremely Low, two (2) Very Low, and one (1) Low. The Owner is setting aside units at a deeper affordability level.

[Remainder of this page left intentionally blank]

(j) Owner's Contact Information:

(k) Owner's Representative:

RKC Dewey, LLC 5121 E. Copa De Oro Dr. Anaheim, CA 92807 Rachel Coi Phone: (213) 820-0186 Email: MMMKC@yahoo.com	Andmore Partners INC. 3530 Wilshire Blvd. Los Angeles, CA 90010 Hyeung Seok Kang Phone: (213) 675-9076 Email: hkang@a-n-d-m-o-r--e.com
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[Remainder of this page left intentionally blank]

2. Definitions.

For purposes of this Agreement, the terms listed below shall have the meanings thereafter specified.

(a) Agreement. "Agreement" means this "Rental Covenant Agreement Running with the Land" between the City and the Owner.

(b) Comparable Replacement Unit. **[This definition applies only when the Restricted Unit(s) at the Project are Floating]** A "Comparable Replacement Unit" or a "CRU" refers to an available residential unit at the Project that is comparable to a Restricted Unit in unit type (i.e. number of bedrooms), size (a restricted one (1) bedroom unit must be no less than 414 square feet in size and a restricted two (2) bedroom must be no less than 414 square feet in size) and location (i.e. also reasonably dispersed within the Project). A CRU may be offered by Owner to replace an out-of-compliance Restricted Unit at the Project and once rented to an Eligible Household, will be deemed a Restricted Unit. The CRU will replace the out-of-compliance unit Restricted Unit, which will no longer be treated as such. Note: If no CRU at the Project are available or exist and if not otherwise prohibited by applicable law, regulation or guideline, the Owner may opt to provide an available LARGER unit(s) (i.e. more bedrooms and increased square footage) at the Project as a replacement unit in which case, at the request of the Owner, the Department will adjust the Rent(s) to reflect the LARGER sized replacement unit.

(c) Eligible Household. "Eligible Household" means a household that qualifies as an Extremely Low Income Household whose eligibility has been certified by the Department. For reference purposes, the eligibility income requirements and maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit are set forth in Exhibit "B," attached hereto and incorporated herein by this reference. However, if an Eligible Household is later determined to have a Household Income increase of no greater than one hundred and twenty percent (120%) of the area median income, as set forth in Exhibit "B," it shall continue to be considered an "Eligible Household" for purposes of this Agreement.

(d) Existing Project. "Existing Project" refers to the four (4) unit apartment building, single family dwelling, and duplex subject to the RSO, currently situated on the Property but will be demolished to make room for the Project.

(e) Extremely Low Income Household. An “Extremely Low Income Household” is defined as a household whose Household Income is at or below the amount designated as Extremely Low Income for Los Angeles County by HCD, adjusted by household size.

(f) Fixed. A “Fixed” Restricted Unit(s) means that the designated Restricted Unit(s) identified in Section 1(i) shall remain unchanged throughout the term of this Agreement.

(g) Floating. A “Floating” Restricted Unit(s) means that the initially designated Restricted Unit(s) identified in Section 1(i) may be replaced by an available CRU at the Project. However, if no CRU at the Project are available or exist, and if not otherwise prohibited by applicable law, regulation or guideline, the Owner may opt to provide an available LARGER unit(s) (i.e. more bedrooms and increased square footage) at the Project as a replacement unit in which case, at the request of the Owner, the Department will adjust the Rent(s) to reflect the LARGER sized replacement unit.

(h) HACLA. “HACLA” refers to the “Housing Authority of the City of Los Angeles.”

(i) HCD. “HCD” refers to the California Department of Housing and Community Development.

(j) Household Income. “Household Income” means the current gross amount of income of all adult household members that is anticipated to be received during the coming twelve (12)-month period, including the income of temporarily absentee family members, welfare assistance payments, and other such criteria determined in accordance with the definition of Annual Income found in 24 Code of Federal Regulations (“CFR”) 5.609, formerly referred to as the Section 8 definition of income.

(k) HUD. “HUD” refers to the U.S. Department of Housing and Urban Development.

(l) Immediate Family. “Immediate Family” includes domestic partner and/or those persons related by blood, marriage and or adoption, such as husband, wife, father,

mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, his or her significant other, and his or her domestic partner.

(m) Income Adjustment Factor. The "Income Adjustment Factor" is used to establish the maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit. The "Income Adjustment Factor" shall be the following figures based upon the corresponding number of persons in the household in a Restricted Unit, as periodically published by HUD:

<u>Persons in Household</u>	<u>Income Adjustment Factor</u>
1	0.7
2	0.8
3	0.9
4	1.00
5	1.08
6	1.16
7	1.24
8	1.32

(n) Median Income. "Median Income" is based on the County of Los Angeles Median Income, as determined by HCD and published periodically, and adjusted by household size.

(o) Net Median Income. "Net Median Income" is defined as Median Income adjusted for expenses and taxes by the Department or its successor to reflect state and federal income tax requirements.

(p) Owner. "Owner" refers to RKC DEWEY, LLC, a California limited liability company and its authorized representatives, assigns, transferees, or successors-in-interest in ownership of the Property. Owner shall not include persons or entities who/which hold an interest merely as security for the performance of an obligation. Owner shall not include persons or entities after they have ceased to hold a record ownership interest in the

Property.

(q) Project. "Project" refers to the new, five (5) story, fifty-one (51) unit multi-residential apartment building over a subterranean parking garage, which Owner is going to build on the Property to replace the Existing Project.

(r) Property. "Property" means that certain real property and the Project to be situated thereon, located at and commonly known as located at what will commonly be known as 950 South Dewey Avenue (currently commonly known as 944 – 952 ½ South Dewey Avenue) in the City of Los Angeles, County of Los Angeles, State of California, which address is set forth in Section 1(a) hereof, and whose legal description is set forth in Exhibit "A."

(s) Rent. "Rent" means the consideration, including any bonus, benefits, or gratuity, demanded by or received by the Owner for, or in connection with: (1) the use or occupancy of a housing unit and land and facilities associated therewith, (2) any separately charged fees or service charges assessed by the Owner which are required of all tenants, other than security deposits, (3) a reasonable Utility Allowance, and (4) possessory interest, taxes, or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the Owner. (1), (2), (3) and (4) shall be an average of estimated costs for the next twelve (12) months. The maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit, may not exceed thirty percent (30%) of thirty percent (30%) of the Net Median Income, as established by the Department from time to time to reflect HCD updates of Median Income estimates, divided by twelve (12), as set forth in Exhibit "B."

(t) Rent Stabilization Ordinance. "Rent Stabilization Ordinance" or "RSO" refers to the City's Rent Stabilization Ordinance codified at LAMC Section 151.00 et seq.

(u) Restricted Unit. "Restricted Unit" shall be a dwelling unit at the Project as initially set forth in Section 1(i) of the Fundamental Provisions, rented to an Eligible Household, and wherein the maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit is as set forth in Exhibit "B." The Restricted Unit(s) shall be designed to harmonize with other residential structures and units at the Project and shall be reasonably dispersed within the Project.

(v) Tenant. "Tenant" refers to an Eligible Household or a once, but no longer Eligible Household (whose eviction is prohibited by applicable law) who rents a Restricted Unit at the Project from the Owner.

(w) Utility Allowance. "Utility Allowance" means an amount designated by the Housing Authority for the City of Los Angeles, the California Utility Allowance Calculator method (for California Tax Credit Allocation Committee ("TCAC") funded projects), or CFR Section 92.252(d) (for projects funded by the Home Investment Partnership Program ("HOME")), as applicable, as a reasonable estimate of the cost of utilities for an Eligible Household for purposes of calculating the maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit.

3. Rights of Occupants of "Protected Units" [If applicable].

Owner must provide occupants of "Protected Units" (as defined in California Government Code Section 66300) in place at the time of Owner's application to the Department for a Senate Bill (SB) 330 (California Government Code Section 66300) replacement unit determination and who are being displaced due to the development of the Project, the right of first refusal to return to a comparable unit (i.e. same bedroom type) at the completed Project. Owner must also provide such occupants with relocation benefits pursuant to state or local law, whichever provides greater assistance and the right to remain in their unit until six (6) months before the start of construction for the Project. If at the time of lease up of a comparable unit, a returning occupant remains income eligible (i.e. an Extremely Low, Very Low, Lower (also known as a Low Income Household) or Moderate Income Household, per HCD) for an "affordable rent" as defined in California Health and Safety Code Section 50053, Owner must also provide the comparable unit at the "affordable rent", as applicable. Prior to any displacement, Owner must provide such occupants with a notice of the aforementioned rights, which must be signed by the occupant and notarized. Unless a returning occupant is also an Eligible Household, as defined herein, Owner shall not offer a returning occupant a Restricted Unit.

4. Term.

The covenants and conditions contained herein shall run with and burden the Property for a period of fifty-five (55) years from the date of the Certificate of Occupancy or Certificate of Completion, if applicable, of the Project in accordance with the provisions hereof. The Owner shall expressly make the conditions and covenants in this Agreement a

part of any deed or other instrument conveying any interest in the Property. **Note: Unless a valid exemption applies, full compliance with any and all applicable state law notice requirements (as set forth in California Government Code Sections 65863.10 and 65863.11) is required in order for this Agreement to be terminated.**

5. Notice and Opportunity to Cure.

In the event the Department determines the Owner is out of compliance with the income and rent restrictions set forth in Section 11 of this Agreement, the Department shall send to Owner via U.S. Mail and/or email at the address set forth in Section 1(j) above, a Notice of Default and Opportunity to Cure (“Notice”). In the event the cure requires the eviction of a tenant(s) who no longer qualifies as an “Eligible Household” as defined above, the cure time shall be one hundred and twenty (120) days from the date contained on the Notice in which for Owner to cure. All other events of default must be cured within sixty (60) days from the date contained on the Notice. In the event the default is not satisfactorily cured within the allotted amount of time, Owner agrees to extend the fifty-five (55) year term of this Agreement by way of written amendment, in accordance with the amount of time, the Owner has been determined by the Department to be out of compliance.

6. Required Notice to Tenants, the Mayor, HACLA, and HCD.

Owner is required to give written notice to **all Tenants** of Restricted Unit(s) at the Project (notice to Tenants must be via U.S Mail, postage prepaid), the Mayor of the City of Los Angeles, HACLA and HCD as follows (see also California Government Code Sections 65863.10 and 65863.11):

(a) **Upon initial move-in/lease execution.** Owner shall give written notice of the duration of the Term of this Agreement to all Tenants of Restricted Unit(s). Owner must maintain in its files, a copy of each notice containing each Tenant’s signed acknowledgment of the notice required hereunder. The notice shall at the least contain language that the Rent restrictions under this Agreement shall be in effect for fifty-five (55) years, and shall terminate fifty-five (55) years from the date the Project was issued a Certificate of Occupancy or Certificate of Completion, if applicable, and fulfillment of the conditions as contained in this Agreement. Upon termination of this Agreement, Rents may be set at market rates unless otherwise restricted by some other legal, regulatory, or contractual requirement.

(b) **Thirty-Six (36)** months prior to the expiration of the Term of this Agreement, Owner must give written notice to its Tenants of the termination of the Rent restrictions on the Restricted Unit(s) before their Rents may be raised to market rent levels. Owner must also provide a copy of the notice sent to all Tenants to the Mayor of the City of Los Angeles, HACLA, and HCD.

(c) **Twelve (12)** months prior to the expiration of the Term of this Agreement, Owner must give written notice to its Tenants of the termination of the Rent restrictions on the Restricted Unit(s) before their Rents may be raised to market rent levels. Owner must also provide a copy of the notice sent to all Tenants to the Mayor of the City of Los Angeles, HACLA, and HCD. Owner must also provide any tenant association at the Project, the Mayor of the City of Los Angeles, HACLA, and HCD with a notice of the opportunity to purchase the Property in accordance with the provisions of California Government Code Section 65863.11.

(d) **Six (6)** months prior to the expiration of the Term of this Agreement, Owner must give written notice to its Tenants of the termination of the Rent restrictions on the Restricted Unit(s) before their Rents may be raised to market rent levels. Owner must also provide a copy of the notice sent to all Tenants to the Mayor of the City of Los Angeles, HACLA, and HCD.

(e) **Ninety (90)** days prior to the expiration of the Term of this Agreement, Owner must again give written notice to its Tenants of the termination of the Rent restrictions on the Restricted Unit(s) before their Rents may be raised to market rent levels. Owner must also provide a copy of the notice sent to all Tenants to the Mayor of the City of Los Angeles, HACLA, and HCD.

7. Compliance with Recitals.

Owner acknowledges and agrees that it has and/or will comply with any and all of its obligations under the Recitals which are incorporated herein by this reference, and obey all applicable laws.

8. Condominium Conversions.

The Owner shall not convert any Restricted Unit(s) to condominiums or cooperative ownership or sell condominium or cooperative conversion rights to any Restricted Unit(s)

during the term of the Agreement unless it first complies with the following requirements: (a) Owner must apply for and receive a Tentative Tract Number for the Project from the Department of City Planning, (b) pay any applicable fees to the Department to amend the Agreement into a Rental or Purchase Covenant Agreement Running with the Land, (c) execute and record the amendment, and (d) obtain any all necessary subordinations so that the amendment retains the same recording position as the original Agreement.

9. Tenant Qualification.

Each Restricted Unit within the Project shall be reserved and rented for the purposes set forth in Section 1(i) to Eligible Households, and the maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit shall be established as set forth in Exhibit "B".

10. Conflict of Interest Self-Certification.

Before approving a tenant for tenancy in any Restricted Unit(s), Owner shall require each prospective tenant to certify under penalty of perjury that they are not: (a) an Owner, developer, or sponsor of the Property, (b) an officer, employee, agent or consultant, or elected or appointed official of an Owner, developer or sponsor of the Property; or (c) a member of the Immediate Family of any such person described in subsections (a) or (b). Owner shall not rent any Restricted Unit(s) to any said individuals.

11. Income and Rent Restrictions.

(a) Each Restricted Unit shall only be rented to Eligible Households. The maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit, may not exceed those set forth in Exhibit "B". Notwithstanding the formula(s) set forth in the definition of Rent and in Exhibit "B", the City Council reserves the right to change the Rent calculation formula(s) and the constituent factors if so required, based upon applicable law.

(b) **Annual Adjustments.** The maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit may be increased, when Median Income figures are increased, applying the formula(s) set forth in the definition of Rent and in Exhibit "B", but no more than one (1) time per year. **It is the responsibility of the Owner to contact the Department to receive the periodic changes in affordability restrictions.**

(c) The Owner agrees to notify the Department, in writing at the address set forth in Section 23, when the Project is within one hundred and twenty (120) days of issuance of a Certificate of Occupancy or Certificate of Completion, if applicable. In this same notification, if the initial allocation of Restricted Unit(s) in Section 1(i) (whether Fixed or initial Floating) above is no longer accurate, Owner further agrees to notify the Department and immediately execute an amendment to this Agreement so that Section 1(i) and any other provisions of this Agreement thereby affected, may be updated.

(d) The Owner agrees to notify the Department within thirty (30) days, in writing at the address set forth in Section 23, each time any Restricted Unit(s) becomes vacant.

(e) The Owner shall make the selection of any Eligible Household to occupy a Restricted Unit(s), subject to Owner's verification and the Department's certification of eligibility as required by Section 11(g), (h) and (j) of this Agreement.

(f) Each Restricted Unit provided for under this Agreement shall be administered by the Owner, including tenant selection, lease-up, Rent collection, Property maintenance, and eviction procedures, among others.

(g) The Owner shall verify the prospective Eligible Households' eligibility using the Eligible Households' income tax records, employment records, paystubs, bank statements and benefit statements or other records deemed appropriate by the Department, and shall require from each Eligible Household, a statement that such Eligible Household's projected future income from all sources does not exceed allowable limits. This statement shall be signed by the Eligible Household under penalty of perjury. In the event that the prospective Eligible Household may be claimed as a dependent for purposes of another party's (such as parents) income taxes, in addition to the items mentioned above for the prospective Eligible Household, the same items must be produced for any party who may claim the prospective Eligible Household as a dependent.

(h) Prior to renting any Restricted Unit(s), the Owner shall request the Department to certify the eligibility of any prospective Eligible Household by submitting required documentation, as determined by the Department. **If the Owner does not request the Department to certify the eligibility of a tenant of a Restricted Unit, the tenant shall not be considered an Eligible Household and may not reside in any Restricted Unit(s)**

unless and until they are certified by the Department as an Eligible Household.

Note: If the Project is 100% restricted as affordable through programs, including, but not limited to the Low-Income Housing Tax Credit (“LIHTC”) program under Section 42 of the Internal Revenue Tax Code or financed in part with HCIDLA Multifamily Housing tax-exempt bonds, the Owner need not obtain certification of income eligibility from the Department prior to allowing a tenant to move into a Restricted Unit. However, the Restricted Unit(s) will be monitored on an annual basis to ensure income and Rent restrictions do not exceed the limits set forth in Exhibit “B”.

(i) **Fees and Penalties.** In the event that the Owner fails to reasonably verify the prospective Eligible Household’s eligibility (per Section 11(g)) and rent to tenants whose Household Income exceeds the permissible limits, the Owner agrees to pay to the Department, all Rents received for each day of occupancy by such unqualified tenants within ten (10) business days of the Department’s written request.

(j) **Tenant Income Certification.** Within ten (10) business days of the complete submission of all required income eligibility documents, the Department will make every effort to furnish the Owner with:

- (1) A determination that the prospective tenant is an Eligible Household; or
- (2) A determination that the prospective tenant is not an Eligible Household; or
- (3) A statement that specified additional information is required to enable the Department to make its determination.

The time frame of ten (10) business days shall begin to run only upon the submission by the Owner of the full and complete required documents as specified by the Department. Failure to hear from the Department within the aforementioned ten (10) business day period **DOES NOT** mean the prospective tenant has been deemed approved. Owner must contact the Department for an update.

(k) **Repayment.** In the event the Owner charges an Eligible Household monthly Rent per Restricted Unit, above the applicable amount(s) as set forth in Exhibit “B” (or the then current maximum monthly Rent to be charged to and paid by an Eligible Household per Restricted Unit as adjusted by the Department to reflect HCD updates of Median Income

estimates), the Owner agrees to repay the Eligible Household the overcharged difference for the period that the disallowed monthly Rent was being charged within ten (10) days of the Department's written request. Written proof of such repayment shall be provided to the Department within ten (10) business days of such repayment.

(l) The Owner shall maintain books and records to the satisfaction of the Department which verify tenant's eligibility, the Rents, and the proper maintenance of each Restricted Unit at the Project. Such books and records shall be made available for inspection by the Department at any time during normal business hours of 9:00 am to 5:00 pm, with two (2) business days' written notice.

(m) On an annual basis, Owner shall provide the Department with a copy of an occupancy summary report (using the Department's approved form(s)) showing the present occupants, Rent and size of each Restricted Unit(s) at the Project, and any other information which the Department requests and which relates to the eligibility of these households. If the household size of an Eligible Household changes, the Owner is required to provide the Department with additional income documentation, if applicable, to determine eligibility. If a once Eligible Household is later determined to no longer qualify as an "Eligible Household", as defined above, the following applies:

If Eviction is Not Prohibited by Applicable Law. If the Restricted Unit(s) at the Project are **Floating** and there is an available CRU at the Project, after providing any notice required by applicable law, Owner may raise the Rent for the no-longer Eligible Household to market rate and immediately rent the available CRU (which shall then be deemed a "Restricted Unit") to an Eligible Household. However, if no CRU is available or if the Restricted Unit(s) at the Project are **Fixed**, Owner shall evict the no-longer Eligible Household pursuant to the terms of its lease agreement (See Section 12(a)(3), "Required Provisions for Rental or Lease Agreements for Restricted Unit(s)") and immediately re-rent the Restricted Unit(s) to an Eligible Household.

If Eviction is Prohibited by Applicable Law. Such Restricted Unit(s) will continue to be treated as a Restricted Unit(s) (i.e. the maximum monthly Rent to be charged per Restricted Unit shall remain at the applicable amount(s) set forth in Exhibit "B" (as may be adjusted as applicable)) and the Owner shall be considered temporarily non-compliant with the terms of this Agreement until: **(1)** the next available CRU is rented to an Eligible

Household **[applies if the Restricted Unit(s) at the Project are Floating]** OR (2) the no longer qualified Eligible Household voluntarily vacates the Restricted Unit and it is re-rented to an Eligible Household **[applies whether the Restricted Unit(s) are Floating or Fixed]**.

(n) **Fees.** On a date designated by the Department and annually on that date thereafter, the Owner agrees to reimburse the Department, \$173.00 annually per Restricted Unit to offset the cost of performing the duties and responsibilities of this Agreement.

(o) If at any time, beginning immediately after the date of the notice described in Section 11(d), a Restricted Unit(s) offered for rent remains vacant for a continuous period of two (2) months, the Department may refer to the Owner, Eligible Households interested in renting such Restricted Unit(s). If the Department makes such referrals to the Owner and the Owner declines to rent to such Eligible Households, the Owner's refusal to rent must be based upon a non-discriminatory basis. Owner agrees to provide the basis for any such refusal to rent to the Department within ten (10) business days of any written request to Owner at the address in Section 1(j) above.

(p) If the Property is transferred in any manner or is acquired at a foreclosure sale under any deed of trust or mortgage encumbering the Property and/or improvements thereon or by deed in lieu of foreclosure prior to the time the Restricted Unit(s) are constructed, title to the Property shall be taken subject to the limitations provided for herein.

(q) If the Restricted Unit(s) are transferred in any manner or are acquired at a foreclosure sale under any deed of trust or mortgage encumbering the Restricted Unit(s) or by a deed in lieu of foreclosure, then the transferee, as Owner, shall be subject to all the conditions, limitations and restrictions provided for in this Agreement.

12. Required Provisions for Rental or Lease Agreements for Restricted Unit(s).

For Restricted Unit(s), Owner shall use a form of rental or lease agreement which shall:

(a) Provide for termination of the rental or lease agreement and consent by a tenant to immediate eviction: (1) for failure to provide any information required by this Agreement or reasonably requested by the Owner to establish or re-certify the tenant's income qualification or the income qualification of the tenant's household for occupancy of a

Restricted Unit in accordance with the standards set forth in this Agreement, or (2) for failure to qualify as an Eligible Household as applicable, as the result of any material misrepresentation made by such tenant(s) with respect to their income computation or certification; or (3) if not prohibited by applicable law, in the event tenant no longer qualifies as an "Eligible Household" as defined above; and

(b) Prohibit the subleasing of any Restricted Unit (this includes listing any Restricted Unit(s) for vacation/short-term rental on Airbnb or like websites); and

(c) Permit the termination of an existing tenancy or an eviction **only** upon good cause. Good cause includes the non-payment of Rent, any of the events in Section 12(a) above, repeated violation of the terms or conditions of the rental agreement or lease agreement, or violations of applicable federal, state or local law.

13. Utilization of Restricted Unit(s).

(a) Full Utilization. Each Restricted Unit required to be provided by this Agreement shall be leased or rented (i.e., the Restricted Unit(s) shall not be withdrawn from the market) and fully utilized in a manner consistent with the Space and Occupancy Standards set forth in LAMC, Chapter IX, Article 1, and the Uniform Housing Code, Chapter V.

(b) The Owner agrees to: (1) maintain and operate each Restricted Unit so as to provide decent, safe, and sanitary housing; and (2) provide each Restricted Unit with the same level of services (including security), amenities, and maintenance as is provided to the market rate unit(s) on the Property. Such amenities that may be provided to tenants of market rate unit(s) include, but are not limited to access to recreational facilities, parking, cable TV, and interior amenities such as dishwashers and microwave ovens. Optional services provided must also be optional for tenants of both Restricted Unit(s) and market rate unit(s) and available to all under the same terms and conditions. At the commencement of each Eligible Household's respective lease for a Restricted Unit, all non-purchased incentives being offered to tenants of market rate unit(s), such as free parking (if applicable), must be equally offered to each Eligible Household. However, any promotional non-purchased incentives offered to new tenants after commencement of an existing lease need not be offered to existing tenants, but must be equally offered to new tenants of both Restricted Unit(s) and market rate unit(s).

14. Parking.

Which of the following definitions applies to the Project, if any, depends on whether the Department of City Planning has provided the Owner with the option to: (1) “bundle” or (2) “unbundle” the parking spaces at the Project.

Bundled Parking Space. A “Bundled Parking Space” refers to a parking space at the Project that the Owner has opted to tie with a residential unit. If there are fewer parking spaces at the Project than are residential units, the Owner is required to provide them in the same ratio to both Restricted Unit(s) and market rate unit(s). Bundled Parking Spaces must be distributed on a first come, first serve basis, or by lottery or the method that does not favor or prioritize market rate tenants. Owner must offer parking spaces to tenants of both Restricted Unit(s) and market rate unit(s), at the same cost and under the same terms and conditions. The cost of a Bundled Parking Space (if provided with a Restricted Unit) **IS** included in the Rent for a Restricted Unit.

Unbundled Parking Space. An “Unbundled Parking Space” refers to a parking space at the Project that the Owner has opted to sell or rent separately from a residential unit(s). If there are fewer parking spaces at the Project than are residential units, the Owner is required to provide them in the same ratio to tenants of both Restricted Unit(s) and market rate unit(s). Unbundled Parking Spaces must be distributed on a first come, first serve basis, or by lottery or the method that does not favor or prioritize market rate tenants. Owner must offer parking spaces to tenants of both Restricted Unit(s) and market rate unit(s), at the same cost and under the same terms and conditions. The cost of an Unbundled Parking Space **IS NOT** included in the Rent for a Restricted Unit. A tenant of a Restricted Unit who is offered an Unbundled Parking Space but opts not to accept it, must decline the offer of an Unbundled Parking Space in writing.

Note: The terms and conditions set forth in Section 14 above, shall not apply any parking space(s) required for and specifically designated for any unrestricted manager’s unit(s) at the Project, as applicable.

15. Annual Determinations.

Upon initial occupancy of each Restricted Unit, and at least annually thereafter, the Owner shall determine and certify the Household Income of each Eligible Household. If a once Eligible Household is later determined to no longer qualify as an “Eligible Household” as defined above, Section 11(m) shall apply.

16. Right to Inspect.

The Department reserves the right to visit the Property and inspect each Restricted Unit for satisfactory compliance with this Agreement, any conditions of approval for the Project imposed by the Department of City Planning, City ordinances and requirements as applicable, and the City's Guidelines for the Affordable Housing Incentives Program. For routine inspections, seven (7) business days written notice (counted from the date of the notice) will be provided to the Owner via U.S. Mail.

17. Federal and State Laws.

Notwithstanding the above provisions, nothing contained herein shall require the Owner or the City to do anything contrary to or refrain from doing anything required by Federal and State laws and regulations promulgated thereunder applicable to the construction, management, maintenance, and rental of the Restricted Unit(s). Owner further expressly agrees to obey all applicable laws as to the Property, including, but not limited to the California Building Code, the Americans with Disabilities Act, and Title VIII of the Civil Rights Act as amended in 1988 by the Fair Housing Amendments Act.

18. Binding on Successors and Assigns.

This Agreement shall be an equitable servitude and a covenant running with the land as a burden on the Property, shall be binding upon the Owner and its successors and assigns in ownership of the Property and shall be binding upon and inure to the benefit of the City and its successors and assigns in the ownership or administration of the adjacent public streets. The City reserves the right to designate another public agency to perform the City's obligations or to exercise the City's rights under this Agreement.

19. Prohibition Against Discrimination.

The Owner shall not discriminate against any tenant or potential tenant on the basis of race, color, religion, creed, sex, age, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income (which effective January 1, 2020, pursuant to California Government Code Section 12955(p) and LAMC Section 45.67 includes a prospective tenant's use of any lawful source of income, rental assistance, subsidy, or financial aid from any person whether paid directly to tenant or to Owner on behalf of tenant, including but not limited to vouchers issued under the Section 8 program), disability, genetic information or medical condition, including the actual or perceived affliction of AIDS or the HIV virus.

20. Affirmative Marketing of the Property.

For purposes of initial rental of each Restricted Unit, and for purposes of re-rental each time any Restricted Unit(s) becomes vacant, the Owner shall make reasonable efforts to advertise to Eligible Households and encourage their participation in applying for and occupying a Restricted Unit by immediately advertising the availability of any Restricted Unit(s) on the internet-based City of Los Angeles Housing Resource Center at <https://lahousing.lacity.org/AAHR>.

21. Enforcement Provisions.

The parties hereto, or their respective successors, heirs or assigns may enforce any of the terms, covenants or conditions contained in this Agreement through any proceedings allowed at law or in equity. They may commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this Agreement. Any remedy provided for herein shall not be exclusive or preclude the parties hereto or their respective successors, heirs and assigns from exercising any other remedy available under this Agreement, or under provisions of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any right or remedies available to such parties. It is understood and agreed that no waiver of a breach of any of the provisions of this Agreement shall be construed as a waiver of any other breach; nor shall failure to enforce any portion of this Agreement be construed as a waiver of any of the conditions of this Agreement.

22. Administrative.

The General Manager of the Department or the General Manager's designee shall have the authority to act on behalf of the Department in carrying out the Department's obligations under this Agreement.

23. Notices.

All notices required under this Agreement shall be in writing (via U.S. mail, postage prepaid) sent to the Owner at the physical address(es) set forth in Section 1(j), and to the City represented by the:

**LOS ANGELES HOUSING AND COMMUNITY INVESTMENT DEPARTMENT
1200 W. 7TH STREET, 8TH FLOOR
LOS ANGELES, CA 90017
ATTENTION: OCCUPANCY MONITORING**

Notices to the Mayor of the City of Los Angeles are to be sent to the same address as above, but to **ATTENTION: PRESERVATION UNIT**

Any party may change the address to which notices are to be sent by notifying the other parties of the new address in the manner set forth above.

24. Authority.

Each party to this Agreement hereby represents and warrants that each person executing this Agreement on behalf of a party has the right, power, legal capacity and authority to enter into and perform under the Agreement, that no approval or consent of any other persons are necessary and that the Agreement constitutes a valid and binding obligations of such party, enforceable against such party in accordance with its terms.

25. Amendments.

This Agreement may be amended only by a written instrument signed by both the City and the Owner. Owner agrees to pay any applicable fees to the Department for any required amendment(s) to this Agreement necessitated by Owner, including but not limited to those caused by Owner non-compliance issues or Owner requested changes to the allocation of Restricted Unit(s) as set forth in Section 1(i) (whether Fixed or initial Floating) that involve substantive changes to the Project (i.e. changes to bedroom type, square footage and location within the Project). However, there is no need for an amendment under those circumstances wherein the eviction of a once, but no longer Eligible Household living in a Restricted Unit(s) is prohibited by applicable law, no CRU at the Project exist, and Owner opts to rent an available LARGER unit(s) (i.e. more bedrooms and increased square footage) at the Project as a replacement unit, in which case, at the request of the Owner, the Department will adjust the Rent(s) to reflect the LARGER sized replacement unit.

26. Assignment, Assumption and Consent.

For administrative purposes, in the event of any sale or re-sale of the Property prior to the expiration of the Term of this Agreement, the Owner shall require the buyer to execute and record an Assignment, Assumption and Consent Agreement ("Assignment") with the City (on form to be provided by the Department) as condition of close of escrow. The City must be paid any applicable fees associated with the Assignment.

27. Recording of Agreement.

The parties hereto shall cause this Agreement to be recorded in the Official Records of the County of Los Angeles.

28. Third-Party Right of Enforcement.

The terms and provisions of this Agreement may be enforced by the City, any tenant of a Restricted Unit or Owner.

29. Governing Law.

This Agreement shall be interpreted under and be governed by the laws of the State of California.

30. Counterparts.

This Agreement may be executed in counterparts, each of which, when the parties hereto have signed this Agreement, shall be one and the same instrument.

31. Conflicts Between Covenants Or Restrictions Affecting The Property.

Any conflicts between the restrictive provisions contained in this Agreement and those in any other agreements affecting the Property shall be resolved by applying the more restrictive covenants or restrictions which affect the Property.

32. Entire Agreement.

The provisions herein constitute the entire agreement between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall not be valid or binding except for more restrictive agreements as indicated above.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the City and the Owner have caused this Agreement to be executed by its duly authorized representatives:

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

Executed this _____ day of _____, 2021

By: *mim ehw*
Deputy City Attorney

For: THE CITY OF LOS ANGELES

Date: 6-8-21

ANN SEWILL
General Manager
Los Angeles Housing and Community
Investment Department

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: *Daniel Huynh*
DANIEL HUYNH
Assistant General Manager

By: *Michaelisa*
Deputy City Clerk

Executed this 18 day of May, 2021

Date: 6/9/2021



For: OWNER
RKC DEWEY, LLC,
a California limited liability company

(Contractor Corporate Seal)

Council File Number:

By: *Rachel Choi*
RACHEL CHOI
Its: Sole Member/Sole Manager

Date Council Adopted:

Said Agreement is Number
C-138418
of City Contracts

SIGNATURES MUST BE NOTARIZED FOR RECORDING

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.

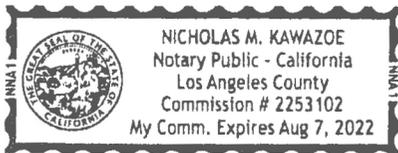
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On June 8, 2021 before me, Nicholas M. Kawazoe, Notary Public, personally appeared DANIEL HUYNH, 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

Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGMENT

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.

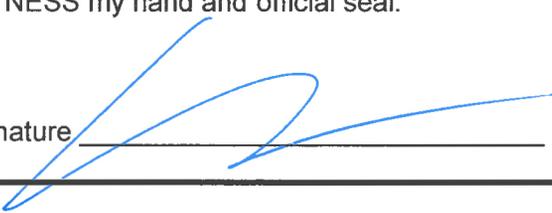
State of California
County of Los Angeles)

On May 18, 2021 before me, Seokjin Suh, Notary Public
(insert name and title of the officer)

personally appeared Rachel Choi,
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  (Seal)

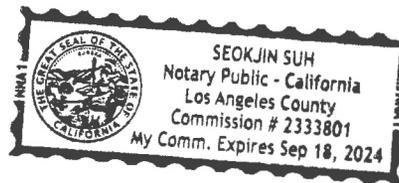


EXHIBIT "A"

LEGAL DESCRIPTION

(950 South Dewey Avenue, Los Angeles, CA 90006)

All that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as follows:

PARCEL 1:

LOT 24 IN BLOCK 4 OF ELECTRIC RAILWAY HOMESTEAD ASSOCIATION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGES 27 AND 28 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 25 IN BLOCK 4 OF ELECTRIC RAILWAY HOMESTEAD ASSOCIATION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGES 27 AND 28 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5078-006-023 and 5078-006-024

[Remainder of this page left intentionally blank]

EXHIBIT "B"

**2020 AFFORDABILITY SCHEDULE – EXTREMELY LOW
SCHEDULE 6 – HCD
Effective August 1, 2020**

MAXIMUM MONTHLY RENT TO BE CHARGED TO AND PAID BY AN ELIGIBLE HOUSEHOLD PER RESTRICTED UNIT	
30% of 30% of NET AMI	
<u>ONE BEDROOM</u> \$447	<u>TWO BEDROOM</u> \$503

MAXIMUM INCOME LEVELS		
Household Size	30% of AMI at initial move-in	120% of AMI at recertification
1	\$23,700	\$64,900
2	\$27,050	\$74,200
3	\$30,450	\$83,500
4	\$33,800	\$92,750
5	\$36,550	\$100,150
6	\$39,250	\$107,600
7	\$41,950	\$115,000
8	\$44,650	\$122,450

This table is subject to change to reflect HCD updates of Median Income estimates