

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Monterey
Redevelopment and Housing Office
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
Attn: Housing Program Manager

No fee for recording pursuant to
Government Code Section 27383

(Space above for Recorder's Use)

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Government Code Section 27383

APN: 031-081-013

**NEIGHBORHOOD STABILIZATION PROGRAM 3
HOUSING AND FINANCING REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
Rockrose Gardens**

This NEIGHBORHOOD STABILIZATION PROGRAM 3 HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "Agreement") is entered into as of this _____ day of _____ 2013, by and between the COUNTY OF MONTEREY (the "County"), and Rockrose Housing Corporation, a California nonprofit public benefit corporation (the "Owner").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received a Neighborhood Stabilization Program 3 grant ("NSP3 Grant") from the United States Department of Housing and Urban Development ("HUD") under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "NSP3 Act"), which amends Title III of Division B of the Housing and Economic Recovery Act of 2008. The NSP3 Grant must be used by the County in accordance with 75 F.R. 64322 (Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants) (the "NSP3 Regulations"). Together, the NSP3 Act and the NSP3 Regulations are the "NSP3 Requirements."

C. Except as otherwise prescribed by the NSP3 Requirements, the statutory and regulatory provisions that govern the Community Development Block Grant ("CDBG") program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (including those at 24 CFR part 570 subparts A, C, D, J, K, and O, as appropriate),

(the "CDBG Regulations"), apply with equal force to the NSP3 Funds. The County has adopted the Home Investment Partnerships Act ("HOME") program standards at 24 C.F.R. Part 92 (the "HOME Regulations") to define the affordable rents, continued affordability standards, and enforceability mechanisms governing the use of the NSP3 Funds.

D. Owner holds title to 3.3 acres of certain real property located at the former Fort Ord military base, located in the City of Marina, County of Monterey, State of California, and more particularly described in the attached Exhibit A (the "Property").

E. The Property is the site of a vacant, uninhabitable building. Owner intends to redevelop the Development by developing twenty-one (21) units of multi-family housing and operating twenty (20) of the units as affordable rental housing to persons with psychiatric disabilities and reserving one unit as a manager's unit. The new building and all other improvements to the Property, including all landscaping, roads and parking spaces, are referred to herein as the "Improvements", or as the "Development."

F. Under the NSP3 Grant, the County is granting to Owner Three Hundred Twenty-Five Thousand Dollars (\$325,000) in NSP3 Funds to finance the acquisition and redevelopment of the Development.

G. The County has the authority to grant the NSP3 funds to Owner pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to grant the NSP3 funds pursuant to Section 2301(c)(3)(B) of HERA, and 24 C.F.R. 570.202 of the CDBG Regulations.

H. The County has agreed to make the grant on the condition that the Owner maintain and operate the Development in accordance with restrictions set forth in this Agreement.

In consideration of receipt of the NSP3 grant, Owner agrees to observe all the terms and conditions set forth below.

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

(a) "Actual Household Size" means the actual number of persons in the applicable household. The allowable household size for a one-bedroom unit is a maximum of three (3) persons.

(b) "Adjusted Income" means the total anticipated annual income of all persons in the Tenant household as calculated pursuant to 24 C.F.R. 92.203(b)(1).

(c) "Agreement" has the meaning set forth in the first paragraph of this Agreement.

(d) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h).

(e) "CDBG" has the meaning set forth in Paragraph C of the Recitals.

(f) "CDBG Regulations" has the meaning set forth in Paragraph C of the Recitals.

(g) "City" means the City of Marina, a municipal corporation.

(h) "County-Assisted Units" means the seven (7) Units within the Development designated as assisted by the County NSP3 Grant pursuant to this Agreement.

(i) "Development" has the meaning set forth in Paragraph E of the Recitals.

(j) "HOME" has the meaning set forth in Paragraph C of the Recitals.

(k) "HOME Regulations" has the meaning set forth in Paragraph C of the Recitals.

(l) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(m) "Grant" has the meaning set forth in Paragraph F of the Recitals.

(n) "Low HOME Rent" means a monthly Rent amount not exceeding the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).

(o) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Monterey, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Owner with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(p) "NSP3 Act" has the meaning set forth in Paragraph B of the Recitals.

(q) "NSP3 Grant" has the meaning set forth in Paragraph B of the Recitals.

(r) "NSP3 Regulations" has the meaning set forth in Paragraph B of the Recitals.

(s) "NSP3 Requirements" has the meaning set forth in Paragraph B of the Recitals.

(t) "Property" has the meaning set forth in Paragraph D of the Recitals.

(u) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Owner which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.

(v) "Tenant" means the tenant household that occupies a Unit in the Development.

(w) "Term" means the term of this Agreement which commences as of the date of this Agreement, and, unless sooner terminated pursuant to the terms of this Agreement, expires on the date fifty-five (55) years from the date of this Agreement.

(x) "Unit(s)" means one (1) or more of the units in the Development.

(y) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as set forth in 24 C.F.R. Section 92.2.

(z) "Very Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Very Low Income Units. During the Term, Owner shall rent seven (7) units as affordable rental housing to Very Low Income Households, ensuring that these Units are occupied or, if vacant, available for occupancy by Very Low Income Households.

(b) Disabled Persons Occupancy. Owner shall cause the Development to be operated at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, and (v) the Americans With Disabilities Act of

1990, which relate to disabled persons access. Owner shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its Board of Supervisors, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Owner's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent, including Utility Allowance paid by Tenants of Very Low Income Units, may not exceed the Low HOME Rent.

(b) No Additional Fees. Owner may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Owner. All Tenants must have equal access to and enjoyment of all common facilities in the Development.

2.3 Rent Increases; Increased Income of Tenants.

(a) Rent Increases. The initial Rents and subsequent Rents for all County-Assisted Units must be approved by the County prior to occupancy and are subject to the HOME Regulations. All Rent increases for all County-Assisted Units are also subject to County approval. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. Tenants are to be given at least thirty (30) days written notice prior to any Rent increase. Owner shall set rents not to exceed the Low HOME Rent limit issued annually by HUD.

(b) Non-Qualifying Household. If, upon the annual certification of the income of a Tenant of a County-Assisted Unit, Owner determines that the income of a Very Low Income Household has increased above the qualifying limit for a Very Low Income Household, such Tenant shall be permitted to retain the Unit and upon expiration of the Tenant's lease and upon sixty (60) days' written notice, the Rent must be increased to the lesser of one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the Tenant, or fair market rent. When the Tenant vacates the Unit, the Owner shall rent the Unit to a Very Low Income Household to comply with the requirements of Section 2.1 above.

(c) Termination of Occupancy. Upon termination of occupancy of a Unit by a Tenant, Owner shall rent such Unit to a Very Low Income Household to comply with the requirements of Section 2.1 above.

ARTICLE 3
INCOME CERTIFICATION AND REPORTING

3.1 Income Certification. Owner shall obtain, complete, and maintain on file, immediately prior to initial occupancy, and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Owner shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Owner shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of Tenant income certifications shall be made available to the County upon request.

3.2 Tenant Selection Plan. Before leasing any Unit in the Development, Owner shall submit to the County for review and approval, a written tenant selection plan. Owner's tenant selection plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto. Owner may not make material modifications to its tenant selection plan without the prior written approval of the County.

3.3 Reporting Requirements. Owner shall submit to the County no later than sixty (60) days after the close of each fiscal year, or such other date as may be requested by Owner and approved by County to coincide with other reporting requirements, a statistical report, including income and rent roll data for all Units, setting forth the information called for therein. Any other information or completed forms requested by the County in order to comply with reporting requirements of HUD and the County shall be provided within fifteen (15) days after receipt of a written request.

3.4 Additional Information. Owner shall provide any additional information reasonably requested by the County. The County shall have the right to examine and make copies of all books, records or other documents of the Owner which pertain to the NSP3 Rental Property.

3.5 Records. Owner shall maintain complete, accurate and current records pertaining to the Development and shall permit any duly authorized representative of the County to inspect records, including records pertaining to the selection of Tenants, and income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Owner, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Owner shall retain copies of all materials obtained or produced with respect to occupancy of the units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Owner that pertain to the Development.

3.6 On-Site Inspection. The County may perform an on-site inspection of the

Development at least one (1) time per year. Owner shall cooperate in such inspection.

ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Owner shall operate the Development for residential use only. No part of the Development may be operated for any use other than permanent housing.

4.2 Compliance with Program Requirements. Owner's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements imposed on projects assisted with NSP3 Funds and (ii) any other regulatory requirements imposed on the Development.

4.3 Taxes and Assessments. Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Owner may contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.4 Property Tax Exemption. Owner shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Owner is responsible for all management functions with respect to the Development, including, without limitation, the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Owner shall retain a professional property management company approved by the County in its reasonable discretion to perform Owner's management duties hereunder. An on-site property manager is also required.

5.2 Management Agent. Owner shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County approves Interim, Inc. as the Management Agent. Owner shall submit for the County's approval the identity of any proposed subsequent management agent. Owner shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is

reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Owner in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Owner shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the County shall deliver notice to Owner of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Owner of such written notice, the County staff and Owner shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Owner shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Owner shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.7 below.

5.5 Approval of Management Policies. Owner shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance. Owner shall maintain, for the entire Term of this Agreement, all interior and exterior Improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following

maintenance conditions:

The County places prime importance on quality maintenance to protect its investment and to ensure that all County and County-assisted affordable housing projects within the County are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Development will be acceptable to the County assuming Owner agrees to provide all necessary improvements to assure the Development is maintained in good condition. Owner shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that Owner breaches any of the covenants contained in this section and such default continues for a period of seven (7) days after written notice from the County with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount shall be promptly paid by Owner to the County upon demand.

5.7 Insurance Requirements. The Owner shall maintain the following insurance coverage throughout the Term of this Agreement:

(a) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(b) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(c) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Owner does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required.

(d) Property insurance covering the NSP3 Rental Property, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County. Flood insurance shall be obtained if required by applicable federal regulations.

The Owner shall cause any general contractor, agent, or subcontractor working on the NSP3 Rental Property under direct contract with the Owner or subcontract to maintain

insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (e), (f), and (g) below, including, without limitation, the requirement of subsection (f). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the County, its officers, agents, employees and members of the County Board of Supervisors.

(e) The required insurance shall be provided under an occurrence form, and Owner shall maintain the coverage described in subsections (a) through (d) continuously so long as this Agreement is in effect. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(f) Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies shall be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(g) All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the County.

ARTICLE 6 MISCELLANEOUS

6.1 Lease Provisions. In newly leasing the Units within the Development, Owner shall use a form of lease approved by the County. The lease must not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. The form of lease must comply with all requirements of this Agreement and must, among other matters:

(a) provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by Owner to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Agreement, or (ii) qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) before an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Owner, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Owner and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 (a) above.

(c) include a provision which requires a Tenant who is residing in a Unit required to be accessible and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

6.2 Lease Termination. Any termination of a lease or refusal to renew a lease for a County-Assisted Unit within the Development must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than sixty (60) days written notice to the Tenant by Owner specifying the grounds for the action.

6.3 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Owner may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Agreement or except as required pursuant to any regulatory agreement entered into between Owner and the California Housing Finance Agency with respect to Mental Health Services Act funds. Owner herein covenants by and for Owner, assigns, and all persons claiming under or through Owner, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Owner or any person claiming under or through Owner, 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 of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

6.4 Term. The provisions of this Agreement apply to the Property for the entire Term. This Agreement binds any successor, heir or assign of Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by County. County is making the grant on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Owner shall also file a copy of the above-described notice with the County's Economic Development Director.

(b) In addition to the notice required above, Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective

tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the County's Economic Development Director prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.6 Covenants to Run With the Land. The County and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement run with the land and bind all successors in title to the Property; provided, however, that on the expiration of the Term of this Agreement, said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.7 Enforcement by The County. If Owner fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the County has notified Owner in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the County may enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Owner's performance of its obligations under this Agreement, and may seek damages including, but not limited to, instituting against the Owner, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation. Where one or more persons have received financial benefit as a result of violation of this Agreement, the County may assess and institute legal action to recover, as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Owner's performance of its obligations under this Agreement, and may seek damages.

(c) Remedies. The County may exercise or undertake any other remedies as necessary to cure the default.

6.8 Attorneys' Fees and Costs. The County shall be entitled to receive from the Owner or any person violating the requirements of this Agreement, in addition to any remedy otherwise available under this Agreement or at law or equity, whether or not litigation is instituted, the costs of enforcing this Agreement, including without limitation reasonable

attorneys' fees and the costs of County staff time.

6.9 Recording and Filing. The County and Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Monterey.

6.10 Governing Law. This Agreement is governed by the laws of the State of California.

6.11 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement, and may not be deemed to do so.

6.12 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Monterey.

6.13 Appointment of Other Agencies. At its sole discretion, the County may designate, appoint, or contract with any other public agency, for-profit, or non-profit organization to perform the County's obligations under this Agreement.

6.14 Hold Harmless. Owner will indemnify and hold harmless (without limit as to amount) County and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the NSP3 Rental Property, or Owner's performance or non-performance under this Agreement, and shall protect and defend Indemnitees, and any of them with respect thereto, except to the extent caused by the gross negligence or willful misconduct of the County. The provisions of this section shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this section shall remain in full force and effect.

6.14 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Monterey
168 w. Alisal Street, 3rd Floor
Salinas, CA 93901
Attn: Economic Development Director

Owner: Rockrose Housing Corporation
604 Pearl Street,
Monterey, CA 93940
Attn: Executive Director

With a copy to: Goldfarb & Lipman LLP
1300 Clay Street, Eleventh Floor
Oakland, CA 94612
Attn: Robert C. Mills

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.15 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

6.16 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.17 Exhibits; Riders.

- (a) Exhibit A: Legal Description
- (b) Exhibit B: HUD Provisions Rider
- (c) Exhibit C: NSP Grant Agreement Number B-11-UN-06-0010
- (d) Exhibit D: Schedule of Maximum Initial Rents for NSP3 Rental Property
- (e) Exhibit E: Utility Allowances for NSP3 Rental Property

WHEREAS, this Agreement has been entered into by the undersigned as of the date first written above.


COUNTY:

COUNTY OF MONTEREY, a political subdivision of the State of California

By: _____

Its: _____

Approved as to form:


Deputy County Counsel

OWNER:

Rockrose Housing Corporation, a California nonprofit public benefit corporation

By: _____

Its: _____

STATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)

On _____, 2013, before me, _____, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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)

STATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)

On _____, 2013, before me, _____, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys as Page 1, and being all of Parcel B as shown on that certain map recorded in Volume 20 of Surveys at Page 73, being within Monterey City Lands Tract No. 1, City of Marina, County of Monterey, State of California, being more particularly described as follows:

Beginning at the most Southerly corner of Parcel 1 as it is shown on that certain map recorded in Volume 19 of Surveys at Page 136, point also being the most easterly corner of Parcel B; thence from said Point of Beginning along the southerly boundary of said Parcel B and the Northerly line of Imjin Road Corridor as shown on said map,

- (1) South 50° 00' 00" West, 83.99 feet;
- (2) Thence along a tangent curve to the right, having a radius of 2300.00 feet, through a central angle of 5° 19' 23", an arc length of 213.68 feet to a point of compound curvature;
- (3) Thence along a curve to the right, having a radius of 80.00 feet, through a central angle of 110° 18' 30", an arc length of 154.02 feet;
- (4) Thence along the easterly line of Abrams Road Corridor North, 14° 22' 07" West, 386.80 feet to the southerly line of Lexington Court as shown on said Record of Survey (20S73), being a point on a non-tangent curve to the right having a radius of 383.00 feet from which a radial line bears South 5° 15' 46" East;
- (5) Thence along said curve, through a central angle of 4° 11' 14", for an arc length of 27.99 feet;
- (6) Thence along a line tangent to last said curve, North 88° 55' 28" East, 132.86 feet;
- (7) Thence along a tangent curve to the left, having a radius of 437.00 feet, through a central angle of 15° 15' 54", an arc length of 116.43 feet;
- (8) Thence along a line tangent to last said curve, North 73° 39' 33" East, 97.68 feet;
- (9) Thence South 16° 20' 27" East for a distance of 5.00 feet to the most westerly corner of Parcel 1 as said parcel is shown on said Record of Survey (19 S 136);
- (10) Thence along the westerly line of said Parcel 1 and the easterly line of said Parcel B South 16° 20' 27" East, 293.24 feet to the Point of Beginning.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the development and enjoyment of the property as set forth in the Quitclaim Deed executed by the United States of America, recorded May 8, 2009, Instrument No. 200928272, Official Records, Monterey County.

The above said property is also shown as "Parcel B" on the Record of Survey, filed September 27, 1996, Volume 20, Page 73, Official Records, Monterey County.

APN: 031-081-013

EXHIBIT B
HUD-REQUIRED PROVISIONS RIDER

**TO NSP3 LOAN DOCUMENTS
(Rockrose Gardens)**

This HUD-Required Provisions Rider (the "Rider") is dated as of _____, 2013, and is attached to and made a part of that certain Neighborhood Stabilization Program 3 Financing and Regulatory Agreement and Declaration of Restrictive Covenants Agreement (the "NSP3 Agreement") between Rockrose Housing Corporation, a California nonprofit public benefit corporation, its successors and assigns (the "Owner") and the County of Monterey, a political subdivision of the State of California (the "County") dated _____, 2013, relating to the real property located at the former Fort Ord military base (herein "the Development"). In the event of any conflict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Agreement, the provisions of this Rider shall control. All capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement. As used in this Rider, the term "HUD Documents" shall mean the following documents relating to the HUD Section 811 Capital Advance for the Development, HUD Project No. 121-HD098-NP-CMI:

- A. Deed of Trust on the Property from Owner to HUD (the "HUD Deed of Trust");
- B. Regulatory Agreement between Owner and HUD recorded against the Property ("HUD Regulatory Agreement");
- C. Capital Advance Program Use Agreement between Owner and HUD recorded concurrently herewith (the "HUD Use Agreement"), incorporated by reference in the HUD Deed of Trust;
- D. HUD Security Agreement between Owner and HUD (the "HUD Security Agreement");
- E. HUD Project Rental Assistance Contract (the "PRAC"); and
- F. Other HUD Capital Advance Documents.

1. Term of Rider. Notwithstanding anything else in this Rider to the contrary, the provisions of this Rider shall be and remain in effect only so long as the HUD Documents, or any of them, are in effect; thereafter, this Rider and its requirements shall be deemed no longer in effect.

2. Subordination. The covenants contained in the Agreement shall be subordinate to the rights of HUD under the HUD Documents, and to the HUD rules and regulations pertaining thereto; and furthermore, the Agreement shall not be enforceable against the HUD Secretary, his or her successors and assigns, should the HUD Secretary acquire title to the Property by power of sale, foreclosure, or by deed in lieu of foreclosure. In addition, so long as the HUD

Documents are in effect, in the event that there are any conflicts between the terms and conditions in the Agreement and the terms and conditions of the HUD Documents and HUD rules and regulations pertaining thereto, the HUD Documents and HUD rules and regulations shall prevail. No default may be declared under the Agreement without HUD prior written consent.

3. HUD Rules. During the time period in which Section 811 or the PRAC regulations apply to the Development, rents approved by HUD pursuant to the Section 811 program and the PRAC shall be deemed to be in compliance with the Agreement, and compliance by the Developer with the Section 811 Regulations and the PRAC with respect to continued occupancy by households whose incomes exceed the eligible income limitations of the Agreement, or other matters set forth in the Agreement, shall be deemed to be in compliance with the requirements of the Agreement. Nothing in the Agreement shall in any way limit, interfere or conflict with the rights of HUD with respect to the management, operation or occupancy of the Development; nor can the Agreement in any way jeopardize the continued operation of the project on terms at least as favorable to existing as well as future tenants.

4. County Grant Disbursement. County has disbursed the grant proceeds to Owner prior to the date of the Agreement.

5. Indemnification. Enforcement by the County of any indemnification provisions in the Agreement will not and shall not result in any monetary claim against the Development, the HUD Capital Advance proceeds, any reserve or deposit required by HUD in connection with the HUD Capital Advance, or the rents or other income from the Development other than residual receipts authorized for release by HUD, without the prior written consent of HUD, but County shall have the right to lien any amounts due the County pursuant to indemnification provisions in the Agreement

6. Transfer. Approval by HUD of a Transfer of Physical Assets (as defined in Handbook 4350-1 Rev-1) ("TPA") shall constitute approval of the transfer by the County and the Owner shall deliver to the Lender, at the same time as its delivery to HUD, any application for HUD's approval of a proposed transfer. Also, the Owner shall require the transferee to expressly assume the Owner's obligations under the County Agreement; provided, however, HUD shall not be required to enforce the requirements of this sentence and if Owner and any transferee fail to include such assumption in transfer documents, such failure shall not affect the validity of the transfer. The County shall have the right to specifically enforce the requirement that any transferee assume the Owner's obligations under the County Agreement. In the absence of such written assumption, no transfer shall be deemed to relieve the transferor from any obligations under the Agreement.

7. Default under Agreement. The County shall not declare a default under the Agreement unless it has received the prior written approval of HUD.

8. Owner's Notice to County. In the event that Owner contemplates executing a deed-in-lieu of foreclosure, Owner shall first give the County thirty (30) days' prior written notice;

provided, however, that the failure of the Owner to give said notice shall have no effect on the right of HUD to accept a deed-in-lieu of foreclosure.

9. Amendment. No amendment to the Agreement made after the date of this Rider shall have any force or effect until and unless such amendment is approved in writing by HUD.

EXHIBIT C

NSP Grant Agreement Number B-11-UN-06-0010

1

**FUNDING APPROVAL AND GRANT AGREEMENT FOR
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) FUNDS
AS AUTHORIZED AND APPROPRIATED UNDER THE WALL STREET
REFORM AND CONSUMER PROTECTION ACT OF 2010, AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009 AND THE HOUSING
AND ECONOMIC RECOVERY ACT OF 2008
(PUBLIC LAWS 111-203, 111-005 and 110-289)**

NSP3 GRANTEE: County of Monterey, CA

NSP3 GRANT NUMBER: B-11-UN-06-0010

NSP3 GRANT AMOUNT: \$1,284,794

NSP3 APPROVAL DATE: March 16, 2011

NSP3 EXPENDITURE DEADLINE (2 YEAR): March 16, 2013

NSP3 EXPENDITURE DEADLINE (3 YEAR): March 16, 2014

GRANTEE DUNS NUMBER: 831023937

1. This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and Monterey County (Grantee) is made pursuant to the authority of section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203 (July 21, 2010)) (Dodd-Frank Act), title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5 (February 17, 2009)) (Recovery Act) and sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289 (July 30, 2008)) (HERA). The program established pursuant to section 2301-2304 of HERA is known as the "Neighborhood Stabilization Program" or "NSP." The term "NSP2" refers to the second appropriation of NSP funds provided under the Recovery Act. The additional allocation under the Frank Dodd Act represents the third round of Neighborhood Stabilization Program funding and is referred to as "NSP3." Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010) (NSP3 Notice); the Dodd-Frank Act; the Recovery Act; HERA; the Grantee's application for NSP3; the HUD regulations at 24 CFR Part 570 (as modified by the NSP3 Notice as now in effect and as may be amended from time to time) (Regulations); and this Funding Approval, including any special conditions, constitute part of the Grant Agreement. In the event of a conflict between a provision of the Grantee's Application and any provision of this Grant Agreement, the latter shall control.

2. The Grantee shall comply with reporting requirements established by HUD and OMB (including all revisions to such reporting requirements) and the Federal Funding Accountability and Transparency Act (Pub. L. 109-282) (including implementing guidance).
3. Subject to the provisions of this Grant Agreement, HUD will make NSP3 Grant Funds in the amount of \$1,284,794 available to the Grantee upon execution of this Grant Agreement by the parties. Of that amount, \$321,199 must be used to house individuals or families whose incomes do not exceed 50 percent of area median income, pursuant to Dodd-Frank Act. The Grantee shall have 24 months from the date of HUD's execution of this Grant Agreement to expend half of the NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The Grantee shall have 36 months from the date of HUD's execution of this Grant Agreement to expend the total NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The NSP3 Grant Funds may be used to pay eligible costs arising from eligible uses incurred after the NSP3 Approval Date provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-award planning and general administrative costs may not be paid with funding assistance except as permitted in the NSP3 Notice, as amended. Other pre-award costs may not be paid with funding assistance except as permitted by 24 CFR 570.200(h); for purposes of NSP3, such costs are limited to those incurred on or after the date that the NSP3 Notice was published by HUD.
4. The Grantee agrees to assume all of the responsibilities for environmental review, decisionmaking, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of Title I of the Housing and Community Development Act, as amended (42 U.S.C. 5304) and published in 24 CFR Part 58.
5. The Grantee agrees that it will demolish or convert units using NSP3 funds only to the extent and scope described in the NSP3 substantial amendment. The Grantee agrees that under no circumstances will NSP3 funds be used to demolish any public housing (as defined in section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a)).
6. The Grantee agrees to comply with the Recovery Act provisions concerning tenant protections applicable to NSP3 acquisitions of foreclosed property. The Grantee must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the initial successor in interest in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Grantee will not use NSP3 funds to finance the acquisition of property from any initial successor in interest that failed to comply with applicable requirements unless the Grantee assumes the obligations of such initial successor in interest with respect to bona fide tenants. If the Grantee elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the NSP3 funded acquisition with the

assistance outlined in 24 CFR 570.606. If the Grantee knows that the ISII did not comply with the NSP tenant protection requirements and vacated the property contrary to the NSP requirements, NSP3 funds cannot be used to acquire such properties.

7. The Grantee further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration.
8. This Grant Agreement may be amended only with the prior written approval of HUD. In considering proposed amendments to this Grant Agreement, HUD shall also review, among other things, whether the amendment is otherwise consistent with the Dodd-Frank Act, the Recovery Act, HERA, the NSP3 Notice, as amended, and the Regulations.
9. The Grantee may not amend its Grantee Submission other than as described above; however, such amendments will be subject to the requirements of the NSP3 Notice and any revisions HUD may make to the NSP3 Notice (or any successor Notice or regulation).
10. The Grantee must respond in writing to any citizen complaint within 15 working days, if feasible, and send a copy of the response to HUD. The Grantee shall at all times maintain an up-to-date copy of its Grantee Application, including all amendments approved by HUD, on its Internet website. Further, the Grantee shall maintain information on all drawdowns, deposits, and expenditures of grant funds and program income under this Funding Approval and Grant Agreement and any other records required by 24 CFR 570.506 and the NSP3 Notice, as amended, in its files and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, or the Comptroller General of the United States.
11. The Grantee is advised that providing false, fictitious or misleading information with respect to NSP3 Grant Funds may result in criminal, civil or administrative prosecution under 18 USC § 1001, 18 USC § 1343, 31 USC § 3729, 31 USC § 3801 or another applicable statute.
12. Close-out of this grant shall be subject to the provisions of 24 CFR 570.509 or such close-out instructions as may hereafter be issued by HUD specifically for NSP3 grants.

[Remainder of this page blank]

This NSP3 Grant Agreement is binding with respect to HUD in accordance with its terms upon the execution by HUD in the space provided below, subject to execution on behalf of the Grantee.

**The United States Department of
Housing and Urban Development**

**The Grantee
Monterey County**

Maria Cremer
Signature of Authorized Official

[Signature]
Signature of Authorized Official

Maria Cremer

Jim Cook
Name of Authorized Official

Acting Director, Community Planning
and Development

Director, Redevelopment + Housing Office
Title of Authorized Official

2/16/11

3/23/11
Date of Signature

94-6000524
Grantee Tax Identification Number

For HUD CFO Use Only

Current Balances	Increases/Decreases	Ending Balance	Date

EXHIBIT D

Schedule of Maximum Initial Rents for NSP3 Rental Property

<u>Income Classification</u>	<u>1 Bedroom</u>
Very Low Income Unit	\$649

* = as of 11/16/2011; rents are subject to change annually

NOTE: UTILITY ALLOWANCES MUST BE SUBTRACTED TO CALCULATE AMOUNT THAT MAY BE CHARGED TO TENANTS – SEE EXHIBIT E

EXHIBIT E

Utility Allowances for NSP3 Rental Property

Rockrose Gardens

HOUSING AUTHORITY OF THE COUNTY OF MONTEREY

ENERGY EFFICIENT UTILITY ALLOWANCE

For Qualified

APARTMENT and TOWNHOUSE

EFFECTIVE January 1, 2013

Energy Efficiency Based Retrofit Schedule

Monthly Dollar Allowance

Monthly Dollar Allowances	Utility or Service	SRO	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	3	3	4	6	7	9	9
	b. Bottle Gas	10	13	26	39	53	65	79
	c. Electric	2	2	3	4	4	6	7
Cooking	a. Natural Gas	3	4	5	8	9	11	12
	b. Bottle Gas	6	8	16	24	32	41	49
	c. Electric	2	3	4	6	7	9	10
Other Electric		6	8	12	17	18	23	27
Water Heating	a. Natural Gas	4	6	12	13	14	17	20
	b. Bottle Gas	9	13	26	38	51	64	77
	c. Electric	5	7	9	14	15	20	21
Water		12	14	16	19	20	24	26
Sewer		13	13	13	13	13	13	13
Trash Collection		17	17	17	17	19	19	19
Range		11	11	11	11	11	11	11
Refrigerator		14	14	14	14	14	21	21
Microwave		2	2	2	2	2	2	2

(Microwave is only applicable if there is NOT a range)

Energy Efficiency Based New Construction Schedule

Monthly Dollar Allowances	Utility or Service	SRO	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	2	2	3	4	5	6	7
	b. Bottle Gas	7	9	19	28	38	47	58
	c. Electric	1	1	2	3	3	4	5
Cooking	a. Natural Gas	3	4	5	8	9	11	12
	b. Bottle Gas	6	8	16	24	32	41	49
	c. Electric	2	3	4	6	7	9	10
Other Electric		6	8	12	17	18	23	27
Water Heating	a. Natural Gas	4	6	11	12	13	17	19
	b. Bottle Gas	9	12	25	37	49	62	74
	c. Electric	6	8	11	16	18	23	26
Water		12	14	16	19	20	24	26
Sewer		13	13	13	13	13	13	13
Trash Collection		17	17	17	17	19	19	19
Range		11	11	11	11	11	11	11
Refrigerator		14	14	14	14	14	21	21
Microwave		2	2	2	2	2	2	2

(Microwave is only applicable if there is NOT a range)

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