

Attachment 1

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING REGARDING OLSEN/SOUTH CHANDLER PLANNING AREA 1 AFFORDABLE HOUSING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING REGARDING OLSEN/SOUTH CHANDLER PLANNING AREA 1 AFFORDABLE HOUSING (“Amended and Restated MOU”) is made and entered into as of _____, 2023, by and between the CITY OF EL PASO DE ROBLES, a California municipal corporation (“City”), and the HOUSING AUTHORITY OF THE CITY OF PASO ROBLES, a public body corporate and politic (“Housing Authority”). The City and Housing Authority may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. In September of 2020, the Parties entered into that certain “Memorandum of Understanding Regarding Olsen/South Chandler Planning Area 1 Affordable Housing,” attached hereto as Exhibit “A” (“MOU”). All capitalized terms not defined herein shall have the meanings ascribed to such terms in the MOU.

B. The MOU terminated by its own terms on December 31, 2022. To date, the Parties have continued performing under the MOU.

C. The Parties have entered into this Amended and Restated MOU to memorialize their intent to extend the duration of—and continue performing under—the MOU up to and including December 31, 2023.

TERMS

I. Amended and Restated MOU. The MOU attached hereto as Exhibit “A” is incorporated herein by reference. The Parties acknowledge and agree that the Amended and Restated MOU’s terms and conditions shall be comprised of, and the same as, the terms and conditions set forth in the MOU, except that Section 3 (Housing Authority to Notify City When it is Prepared to Take Title to the Property), Section 5 (Conveyance of Affordable Housing Site), and Section 9 (Duration and Termination of MOU) are revised to read as follows (additions shown in underline and deletions shown in ~~strike through~~):

Section 3 (Housing Authority to Notify City When it is Prepared to Take Title to the Property):

“The Housing Authority shall notify the City in writing when it is prepared to take title to the Affordable Housing Site, which in no event shall be later than October 1, ~~2022~~2023. If the Housing Authority fails to provide the City with notice by such date, the City may, at its discretion, take title to the Affordable Housing Site, or allow the Developer to proceed with the workforce housing development contemplated in Section 3.0.3.2 of the Development Agreement.”

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Section 5 (Conveyance of Affordable Housing Site):

“Upon receipt of written notification from the Housing Authority pursuant to Section 3 above that the Housing Authority desires to take title to the Property, the City shall direct the Developer to convey the Affordable Housing Site to the Housing Authority in accordance with Section 3.0.3.3 of the Development Agreement. Developer shall be required to convey the Affordable Housing Site with the following improvements and modifications completed per the City approved site plan and signed off as complete by the same, as further specified in the Specific Plan and Project conditions of approval: (1) all rough grading necessary for the Affordable Housing Site; (2) frontage improvements on Fontana and Niblick as specified in the Specific Plan approved for the Project (Section 5.8 Development Phasing Plan, Exhibit 2.5A Sewer Plan, Exhibit 2.5C Water Plan); (3) all utility stub-outs, including for water, sewer, natural gas, electricity, telecommunications, and any other utilities as specified in the Specific Plan; all to be completed according to the approved site plan and to applicable City standards and to the satisfaction of the City’s Public Works Director. Housing Authority and City shall jointly issue escrow instructions for the conveyance of the Affordable Housing Site from Developer to the Housing Authority by no later than December 31, ~~2022~~2023. Housing Authority shall be responsible for its share of closing costs associated with the transfer of the Affordable Housing Site (which shall be split equally between Developer and Housing Authority, unless a different arrangement is agreed to between the two parties), and Housing Authority shall be solely responsible for the cost of any title insurance policies and endorsements desired for the Affordable Housing Site.”

Section 9 (Duration and Termination of MOU):

“In the event that Housing Authority fails to notify the City that it desires to take title to the Property on or before the deadline set forth in Section 3 of this MOU, or if the Affordable Housing Site is not conveyed to the Housing Authority on or before December 31, ~~2022~~2023, this MOU shall terminate automatically. Otherwise this MOU shall remain in effect until the Housing Authority has taken possession of the Affordable Housing Site, and completed all financial obligations set forth herein, including payment of all backbone infrastructure costs and development impact fees attributable to the Affordable Housing Site.”

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IN WITNESS WHEREOF, the Parties hereto have entered into this Amended and Restated MOU as of the date set forth above.

CITY:

CITY OF EL PASO DE ROBLES,
A California municipal corporation

By: _____
Ty Lewis
City Manager

ATTEST:

By: _____
Melissa Boyer
City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth Hull
City Attorney

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF PASO ROBLES,
A public body, corporate and politic

By: _____

Its: _____

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EXHIBIT “A”

MOU