

RECORDING REQUESTED BY:

City of Hanford Community Development

AND WHEN RECORDED, MAIL TO:

CITY OF HANFORD
COMMUNITY DEVELOPMENT DEPT.
317 N. Douty St.
HANFORD, CA 93230

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT OF DEED RESTRICTION FOR COVENANT RUNNING WITH THE LAND

THIS AGREEMENT made this _____ day of _____, 20____, by and between the CITY OF HANFORD, a municipal corporation (hereinafter "City"), and _____, Owner(s) of real property situated in the City of HANFORD, (hereinafter "Property Owner");

WITNESSETH

WHEREAS, Property Owner has applied to City for a permit to establish a junior accessory dwelling unit on certain real property owned by Property Owner; and

WHEREAS, pursuant to Government Code Section 66333 et seq., City has reviewed the permit application to convert _____ square feet of an existing single-family dwelling into a junior accessory dwelling unit; and

WHEREAS, City has agreed to grant said application to establish a junior accessory dwelling unit on certain real property; and

WHEREAS, pursuant to Hanford Municipal Code Section 17.70.210, once a junior accessory dwelling use permit has been issued, the permit is effective and final and shall run with the land and shall continue to be valid upon a change of ownership of the site or structure that was the subject of the permit; and

WHEREAS, pursuant to Government Code Section 66333 et seq., Property Owner has agreed to execute a written agreement for a covenant running with the land.

NOW, THEREFORE, in consideration of mutual promises of the parties hereto, and especially for the benefit of, and to bind their successors in interest, said parties agree as follows:

1. City permits and allows Property Owner to construct a junior accessory dwelling unit, consistent with Property Owner's application on file with City, on certain real property owned by Property Owner within the City of Hanford, more specifically described as follows:

Address:

APN No. 000-000-000

See legal description attached as Exhibit A.

2. The size and attributes of said junior accessory dwelling unit shall maintain conformance with all regulations set forth in Government Code Section 66333 et seq. The approval of Property Owner's application by City does not exempt compliance from the requirement to comply with applicable local, state, and federal regulations. Should Owner's application conflict with any local, state, federal law or regulation, such law or regulation shall govern.
3. As an express condition of being permitted to construct a junior accessory dwelling unit on the above referenced real property, Property Owner agrees that either the principal dwelling unit or the junior accessory dwelling unit shall be the principal place of residence by the then-owner of record of the subject property. Owner-occupancy shall not be required if Property Owner is another governmental agency, land trust, or housing organization.
4. Property Owner further agrees that sale of a junior accessory dwelling unit separate from the sale of the single-family dwelling on the subject real property shall be prohibited.
5. This AGREEMENT is effective and final and shall run with the land and shall continue to be valid upon a change of ownership of the site or structure that was the subject of the permit.
6. Property Owner does further understand and agree that the right to use and occupancy of a junior accessory dwelling unit on the subject real property may be terminated by City at any time that the covenants and conditions contained in this AGREEMENT are violated.
7. This AGREEMENT may only be modified by a written amendment executed by City and Property Owner that is recorded with the Kings County Clerk/Recorder; provided however, termination of this AGREEMENT by City in accordance with Section 6 above shall not require the execution of a document by Property Owner.
8. If any provision(s) contained in this AGREEMENT shall for any reason be rendered or declared invalid, illegal, or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provision(s) contained in this AGREEMENT, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein. The remaining provision(s) shall remain in effect.
9. If an action at law or in equity is necessary to enforce or interpret the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this AGREEMENT, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Kings, State of California for any proceeding arising hereunder.

10. Waiver of a breach or default under this AGREEMENT shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

“Property Owner”

“Property Owner”

Jason Waters, Deputy City Manager
City of Hanford
“City”

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 _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature: _____

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STATE OF CALIFORNIA
COUNTY OF _____

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