

RECORDING REQUESTED BY:
CITY OF MILL VALLEY

WHEN RECORDED RETURN TO:

The City of Mill Valley
26 Corte Madera Avenue
Mill Valley, CA 94941

Attention: Planning & Building Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OCCUPANCY, LAND USE AND DEVELOPMENT RESTRICTION
AGREEMENT FOR TWO-UNIT DEVELOPMENT**

This OCCUPANCY, LAND USE AND DEVELOPMENT RESTRICTION AGREEMENT FOR TWO-UNIT DEVELOPMENT (the "Agreement") is entered into as of this ____ day of _____, 20__, by and between the CITY of MILL VALLEY (THE "CITY") and _____ ("Owner").

RECITALS

WHEREAS, Owner is the fee owner of that certain real property located at _____, Mill Valley, California, which is also identified as Marin County Assessor's Parcel Number _____ and further described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Section 20.91 of Title 20 of the Mill Valley Municipal Code (the "Zoning Code") sets forth certain conditions on the construction, occupancy, and use of certain dwelling units as authorized by Government Code section 65852.21, and Section 20.91 of the Zoning Code requires the recordation of a covenant with respect to said conditions; and

WHEREAS, on _____, the City of Mill Valley approved the Owner's application for the development of no more than two units on the Property, subject to the terms and conditions of Section 20.91 of the Zoning Code (the "Ministerial Approval"); and

WHEREAS, this Agreement is the covenant recorded to satisfy the requirements of the Ministerial Approval.

NOW, THEREFORE, in consideration of the benefits received by the Owner and the public purposes served by Section 20.91 of the Zoning Code, the Owner and the City of Mill Valley agree as follows:

- A. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement by reference and made part of this Agreement.

- B. Agreement to Comply with Restrictions. In satisfaction of the Ministerial Approval conditions, the Owner hereby accepts the obligation to notice all future buyers and successors in interest of all conditions which apply to the Property.
- C. Residential Uses Only. The Property shall be used for residential purposes only.
- D. Short-Term Rentals Prohibited. Any dwelling unit on the Property may only be rented for a period of longer than thirty (30) days.
- E. Conformance with Code. All dwelling units located on the Property shall conform to the requirements of the Code, as of the date of the Ministerial Approval. Because the restrictions contained in this Agreement memorialize a land use approval pursuant to the Code, the Ministerial Approval conditions shall continue to apply to the Property, even if this Agreement is terminated or removed from title following a foreclosure.
- F. Cooperation Required. The Owner agrees to fully cooperate with the City in promptly providing all information requested by the City to assist the City in monitoring Owner's compliance with this Agreement.
- G. Rights Appurtenant. The City and the Owner hereby declare their express intent that the covenants and restrictions of this Agreement shall run with the land and shall pass to and be binding upon all parties having any interest in the Property, including all successors in title to the Property. Each and every contract, deed, lease, or other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Agreement regardless of whether the other party or parties to such contract have actual knowledge of this Agreement.
- H. Enforcement. Any violation of this deed restriction is a violation of Section 20.91 of the Zoning Code. The City may enforce the provisions of this Agreement through any proceedings at law or in equity.
- I. No Waiver. No delay or omission in the exercise of any right or remedy of the City upon any default by Owner shall impair such right or remedy or be construed as a waiver. The City's failure to insist in any one or more instance upon the strict observance of the terms of this Agreement shall not be considered a waiver of the City's right thereafter to enforce the provisions of the Agreement. The City shall not waive its rights to enforce any provision of this Agreement unless it does so in writing, signed by an authorized agent of the City.
- J. Amendments in Writing. This Agreement may not be amended except by a written agreement executed by the City and Owner.

K. City Approval. The Director of Planning and Building, or his/her designee is authorized on behalf of the City to deliver any approvals or consents that this Agreement requires.

L. Notice. All notices required under this Agreement shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt as follows:

To the Owner:

At the address of the Property.

To the City:

City of Mill Valley
26 Corte Madera Avenue
Mill Valley, CA 94941
Attn: Planning & Building Director

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

M. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

N. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

OWNER(S):

DATED: _____

BY: _____
Owner Signature

Print Name

DATED: _____

BY: _____
Owner Signature

Print Name

[Attach Notary Certificates (Acknowledgements)]

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 the _____ before me, _____ a 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: _____

Name: _____

(Typed or Printed)

(Seal)

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 the _____ before me, _____ a 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: _____

Name: _____

(Typed or Printed)

(Seal)

[EXHIBIT A]

[Attach Legal Description]