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| RECORDING REQUESTED BY  AND WHEN RECORDED RETURN TO: |
| SPACE ABOVE THIS LINE FOR RECORDER'S USE | |

**Memorandum of UNRECORDED ELEMENTS Grant Agreement**

**(Property name)**

This Memorandum of Unrecorded Grant Agreement (this “Memorandum”) is hereby entered into as of [*Insert Date*] by and among [*Owner*], a [*insert entity type*], organized and existing under the laws of [*the State / Commonwealth of X*] (“Owner” or “Grantee”) and the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designees (“HUD”).

Owner and HUD have entered into that certain unrecorded Green and Resilient Retrofit Program (GRRP) Grant Agreement dated as of [Month and Day], 202[X] (“Effective Date”), which imposes Obligation on the Owner for a period of not less than [X] years, the Affordability Period.

Pursuant to the GRRP Grant Agreement, Owner agreed to perform or otherwise permit all of the Obligation described therein, including without limitation, those Obligations set forth below:

1. **Continuation of Ownership.** Prior to the approval of the Completion Certification the Owner may not, without prior written approval from the Office of Recapitalization, convey, transfer, or encumber any of the Property. After the approval of the Completion Certification and for the duration of the GRRP Affordability Period, the Owner may convey, transfer or encumber the Property in accordance with the terms of the HUD Assistance Contract, or other HUD restrictive covenant, as applicable.
2. **Completion of Scope of Work.** Owner shall cause installation and completion of the Scope of Work as described in the GRRP Grant Agreement in accordance with the terms of the GRRP Grant Agreement, and will prosecute such effort with due diligence, complete same on or before the date of completion specified therein.
3. **Renewal of HAP Contract.** Owner shall cause the existing HUD assistance contract to be renewed through the full term of the GRRP Affordability Period as specified in the GRRP Grant Agreement and GRRP Use Agreement.
4. **Benchmarking**. Owner shall generate, submit, and share a Portfolio Manager score with a full year of post-completion data within eighteen (18) months of submitting a Completion Certification and again each year thereafter for a total of least five post-construction years, unless the benchmarking requirement has been waived by HUD due to exceptional barriers to data collection.
5. **Disaster Preparedness Plan**. Owner shall develop, maintain and update a Property-wide Disaster Preparedness Plan for the Affordability Period as described in the GRRP Grant Agreement.
6. **Additional Information Requests**. Borrower shall fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of GRRP and submit details with respect to the metrics described in the GRRP Notice or any other metrics that may HUD prescribe.
7. **Additional Covenants.** Owner shall comply with all additional provisions or special conditions listed in the Grant Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and made effective as of the date first above written.

*The below parties hereby certify that the information provided on this form and in any supporting documentation submitted herewith is true and accurate. The undersigned understand that any misrepresentations may be subject to civil and/or criminal penalties including, but not limited to, fine or imprisonment, or both under the provisions of Title 18, United States Code, Sections 1001 and 1010.  This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.*

OWNER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Insert signatory’s typed name and title, and Project Owner signature block]*

Date:

*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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_

ss.

County of \_\_\_\_\_\_\_\_\_\_\_\_

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me, a Notary Public for the above jurisdiction, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person 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 above jurisdiction that the foregoing paragraph is true and correct.  Witness my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Agent

[*Insert typed signatory’s name and title*]

Date:

*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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_

ss.

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*{insert appropriate acknowledgment form}*

**Exhibit A**

**Legal Description**