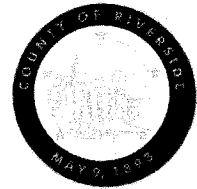


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

626



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
October 15, 2009

**SUBJECT:** First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds with Habitat for Humanity Inland Valley

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program ("NSP") Funds between the County of Riverside and Habitat for Humanity Inland Valley ("First Amendment");
2. Authorize the Chairman of the Board of Supervisors to execute said First Amendment (attached); and
3. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to implement the First Amendment including, but not limited to, signing subsequent necessary and relevant documents.

**BACKGROUND** (Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Neighborhood Stabilization Program Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
DATE 10/14/09  
MICHELLE CLACK  
Departmental Concurrence

Policy  
 Policy  
 Consent  
 Consent  
 Dept't Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:** Item 3.25 of 7/14/2009 | **District:** 1, 3 and 5 | **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD **3.25**  
AEP 001a 11 Form 11 (Rev. 06/2003)

First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds with Habitat for Humanity Inland Valley  
October 15, 2009

Page 2

**BACKGROUND:**

On July 14, 2009, the Board of Supervisors approved a Loan Agreement for the use of NSP Funds with Habitat for Humanity Riverside, Inc. ("Habitat"), a nonprofit public benefit corporation, in the amount up to \$1,717,000 for financing of acquisition, rehabilitation and disposition of approximately ten single-family homes to qualified very low-income (VLI) first-time homebuyers within designated NSP Target Areas in the cities of Lake Elsinore, Temecula, and Perris (the "NSP Loan Agreement") as defined in the County of Riverside Substantial Amendment to the 2008-2009 One-Year Action Plan.

Habitat is having difficulties locating eligible properties built after 1978 within the Target Areas of the cities of Lake Elsinore, Temecula, and Perris.

Habitat is requesting to amend the NSP Loan Agreement from requiring "homes must be built after 1978" and modify to "homes must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places" as provided in the Substantial Amendment to the 2009-2010 One-Year Action Plan. Habitat is also requesting to amend the NSP Loan Agreement to expand Habitat's work area and include additional NSP Target Areas that are located within the cities of Murrieta and Menifee. All other provisions of the NSP Loan Agreement will remain unchanged.

County Counsel has reviewed and approved as to form the attached First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds. Staff recommends that the Board approved the First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds.

1 NO FEE FOR RECORDING PURSUANT  
2 TO GOVERNMENT CODE 6103

3 RECORDING REQUESTED BY AND  
4 WHEN RECORDED MAIL TO:

5 County of Riverside  
6 Economic Development Agency  
7 1325 Spruce Street, Suite 400  
8 Riverside, CA 92501  
9 Attn: Mervyn Manalo

10 SPACE ABOVE THIS LINE FOR RECORDERS USE

11 **FIRST AMENDMENT TO LOAN AGREEMENT FOR THE USE OF**  
12 **NEIGHBORHOOD STABILIZATION PROGRAM FUNDS**

13 This First Amendment to Loan Agreement for the Use of Neighborhood Stabilization  
14 Program Funds ("First Amendment") is made and entered into as of the \_\_\_\_ day of  
15 \_\_\_\_\_, 2009, by and between the COUNTY OF RIVERSIDE ("COUNTY") and  
16 HABITAT FOR HUMANITY INLAND VALLEY, INC. ("HABITAT"), a California  
17 nonprofit public benefit corporation.

18 **WITNESSETH:**

19 WHEREAS, COUNTY and HABITAT entered into Loan Agreement for the Use of  
20 Neighborhood Stabilization Program Funds ("NSP Loan Agreement") on July 14, 2009; and

21 WHEREAS, under the terms and conditions of the NSP Loan Agreement, COUNTY  
22 agreed to lend up to One Million Seven Hundred Seventeen Thousand Dollars (\$1,717,000) of  
23 NSP funds to HABITAT for individual financing of acquisition, rehabilitation and disposition  
24 of approximately ten (10) single-family homes to qualified very low-income (VLI) first-time  
25 homebuyers in the County of Riverside (the "Project") which is further described in Exhibit A  
26 of the NSP Loan Agreement; and

27 WHEREAS, eligible properties and target areas are defined in Exhibit A of the NSP  
28 Loan Agreement; and

WHEREAS, pursuant to the definition of eligible properties, homes must be built after  
1978; and

WHEREAS, pursuant to the NSP Loan Agreement, eligible properties or assisted units  
must reside inside areas of greatest need within the designated Target Areas of the County of

1 Riverside as defined in the County's 2008-2009 One Year Action Plan. The eligible properties  
2 for the Project must lie within the Target Areas of the cities of Lake Elsinore, Temecula, and  
3 Perris; and

4 WHEREAS, HABITAT is having difficulties locating eligible properties built after  
5 1978 within the Target Areas of the cities of Lake Elsinore, Temecula, and Perris; and

6 WHEREAS, the COUNTY'S Substantial Amendment to the 2009-2010 One-Year  
7 Action Plan provides that properties must not be older than 50 years and must not be listed on,  
8 or eligible for listing on, the National Register of Historic Places; and

9 WHEREAS, HABITAT has requested to amend the NSP Loan Agreement to allow  
10 HABITAT to acquire homes not older than 50 years and must not be listed on, or eligible for  
11 listing on, the National Register of Historic Places; and

12 WHEREAS, amending NSP loan agreement will assist the COUNTY to fulfill its  
13 requirements under Neighborhood Stabilization Program; and

14 WHEREAS, HABITAT has also requested to expand HABITAT's work area and  
15 include more Target Areas that are located within the cities of Murrieta and Menifee; and

16 WHEREAS, COUNTY and HABITAT agree to amend the NSP Loan Agreement from  
17 requiring "homes must be built after 1978" to "homes must not be older than 50 years and  
18 must not be listed on, or eligible for listing on, the National Register of Historic Places;" and

19 WHEREAS, COUNTY and HABITAT also agree to amend the NSP Loan Agreement  
20 from requiring "the Project must lie within the Target Areas of the cities of Lake Elsinore,  
21 Temecula, and Perris" to "the Project must lie within the Target Areas of the cities of Lake  
22 Elsinore, Temecula, Perris, Murrieta and Menifee."

23 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual  
24 covenants and conditions hereinafter set forth, COUNTY and HABITAT do hereby agree as  
25 follows:

- 26 1. The NSP Loan Agreement shall be amended from requiring "homes must be built  
27 after 1978" to "homes must not be older than 50 years and must not be listed on, or  
28 eligible for listing on, the National Register of Historic Places."



1 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of  
2 the date first written above.


3  
4 COUNTY OF RIVERSIDE

HABITAT FOR HUMANITY INLAND VALLEY, INC.  
a California nonprofit benefit corporation

5  
6  
7 By: \_\_\_\_\_  
8 JEFF STONE  
9 Chairman, Board of Supervisors

By: \_\_\_\_\_  
TAMMY MARINE  
Executive Director

10  
11 APPROVED AS TO FORM:  
12 PAMELA J. WALLS  
13 County Counsel

14 By:  10/14/09  
Deputy Michelle Cook

15  
16  
17 ATTEST:  
18 KECIA HARPER-IHEM  
19 Clerk of the Board

20 By: \_\_\_\_\_  
Deputy

21  
22  
23  
24  
25 **(All signatures on this page need to be notarized)**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA }

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
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 \_\_\_\_\_

Place Notary Seal Above

Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA }

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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 \_\_\_\_\_

Place Notary Seal Above

Signature of Notary Public