

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

627



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 Riverside

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 Riverside ("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)

FORM APPROVED COUNTY COUNSEL
DATE 10/15/09
BY MICHELLE CLACK

Departmental Concurrence

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	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

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

C.E.O. RECOMMENDATION:

APPROVE

Jennifer Sargent

County Executive Office Signature

BY Jennifer Sargent

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

Prev. Agn. Ref.: Item 3.20 of 7/14/2009

District: 2nd

Agenda Number:

3.26

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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

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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. ("HFHR"), a nonprofit public benefit corporation, in the amount up to \$1,915,000 for financing of acquisition, rehabilitation and disposition of approximately eleven (11) single-family homes to qualified very low-income (VLI) first-time homebuyers within designated target areas in the community of Rubidoux in the County of Riverside (the "NSP Loan Agreement").

HFHR 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. 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 RIVERSIDE, INC. ("HFHR"), a California nonprofit public
17 benefit corporation.

18 WITNESSETH:

19 WHEREAS, COUNTY and HFHR 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 Nine Hundred Fifteen Thousand Dollars (\$1,915,000) of
23 NSP funds to HFHR for individual financing of acquisition, rehabilitation and disposition of
24 approximately eleven (11) 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, HFHR is unable to find eligible properties built after 1978 within the
target areas of the community Rubidoux; and

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

4 WHEREAS, HFHR has requested to amend the NSP Loan Agreement to allow HFHR
5 to acquire homes pre-1978, but not older than 50 years and must not be listed on, or eligible
6 for listing on, the National Register of Historic Places; and

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

9 WHEREAS, COUNTY and HFHR agree to amend the NSP Loan Agreement from
10 requiring "homes must be built after 1978" to "homes must not be older than 50 years and
11 must not be listed on, or eligible for listing on, the National Register of Historic Places."

12 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual
13 covenants and conditions hereinafter set forth, COUNTY and HFHR do hereby agree as
14 follows:

- 15 1. The NSP Loan Agreement shall be amended from requiring "homes must be built
16 after 1978" to "homes must not be older than 50 years and must not be listed on, or
17 eligible for listing on, the National Register of Historic Places."
- 18 2. All other terms and conditions of the NSP Loan Agreement remain unmodified and
19 in full force and effect.
- 20 3. This First Amendment may be signed by the different parties hereto in counterparts,
21 each of which shall be an original, but all of which together shall constitute one and
22 the same agreement.
- 23 4. The First Amendment is not binding until approved by the Board of Supervisors.

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

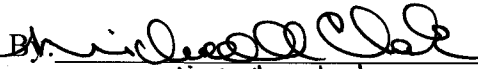
3
4 COUNTY OF RIVERSIDE

HABITAT FOR HUMANITY RIVERSIDE, INC.
a California nonprofit benefit corporation

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

By: _____
JOHN C. TERELL
Board President

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

14 
15 Deputy Michelle Clark 10/14/09

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

20 By: _____
21 Deputy

22
23
24
25 **(All signatures on this page need to be notarized)**
26
27
28

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.

Place Notary Seal Above

Signature _____
Signature of Notary Public