

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 10/29/15

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

7/9



FROM: Housing Authority

SUBMITTAL DATE:
October 29, 2015

SUBJECT: Second Amendment to Ground Lease Between the Housing Authority of the County of Riverside and Jurupa Valley Vista Rio Partners LP relating to Assessor Parcel Number 181-041-015-4 Located in the City of Jurupa Valley, District 2; [\$0], Not a Project Under CEQA

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the Second Amendment to Ground Lease is not a project under California Environmental Quality Act (CEQA);
2. Approve the attached Second Amendment to Ground Lease, including all attachments thereto, between the Housing Authority of the County of Riverside (as landlord) and Jurupa Valley Vista Rio Partners LP, (as tenant) (Second Amendment to Ground Lease);

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

☐ A-30
☐ 4/5
☐ Positions Added
☐ Change Order
☐ Vote

Prev. Agn. Ref.: 9.3 of 6/17/2014;
10.1 of 2/10/2015

District: 2

Agenda Number:

10-2

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Second Amendment to Ground Lease Between the Housing Authority of the County of Riverside and Jurupa Valley Vista Rio Partners LP relating to Assessor Parcel Number 181-041-015-4 Located in the City of Jurupa Valley, District 2; [\$0], Not a Project Under CEQA

DATE: October 29, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board of Commissioners to execute the attached Second Amendment to Ground Lease; and
4. Authorize the Executive Director, or designee to take all necessary steps to implement the Second Amendment to Ground Lease, including but not limited to, signing subsequent necessary and relevant documents, subject to approval by County Counsel.

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (Housing Authority) and Jurupa Valley Vista Rio Partners, LP, a California limited partnership (Partnership) entered into that certain Ground Lease dated June 17, 2014 as amended by that certain First Amendment to Ground Lease dated February 10, 2015, each recorded in the Official Records of the County of Riverside (collectively Ground Lease) wherein the Housing Authority conveyed a leasehold interest to the Partnership in approximately 3.87 acres of land located at 3901 Briggs Street, within the City of Jurupa Valley, more specifically identified as Assessor Parcel Number 181-041-015-4 (Leased Premises). The term of the Ground Lease is for 99 years. Pursuant to the Ground Lease, the Partnership is required to develop, construct and operate on the Leased Premises a new 39-unit multi-family housing project, which shall be operated as rental housing that is affordable to extremely-low, very low and low-income households, a community center and related parking (Project), as more specifically described in the Ground Lease. The use and occupancy of the rental housing is restricted for 99 years pursuant to that certain Agreement Containing Covenants (Including Rental Restrictions) dated June 17, 2014 as amended by that certain First Amendment to Agreement Containing Covenants (Including Rental Restrictions) on February 10, 2015, each recorded in the Official Records of the County of Riverside (collectively, Covenants). Construction of the Project has not yet commenced.

The Partnership has requested that the Ground Lease be amended to change the scope of the Project to reduce the number of three bedroom units from 13 units to 12 units and increase the number of two bedroom units from 26 units to 27 units. The total number of units constructed will not change and still remains at 39. The change in bedroom size is requested to match the site plan approved by the City of Jurupa Valley. The Partnership has also requested amendments to certain senior lender and tax credit equity investor provisions contained in the Ground Lease which the senior lender, JPMorgan Chase, N.A, and the tax credit equity investor are requiring as a condition to their respective financing. The remainder of the scope of the Project will remain unchanged. One two-bedroom unit will continue to be set-aside for an on-site manager. The term of the affordability and rent restrictions will not change and remain in place for a period of at least 55 years. The terms of the proposed amendments are set forth in the proposed Second Amendment to Ground Lease which is attached. The purpose of the proposed Second Amendment is to effectuate and amend the Ground Lease by providing for (i) an amendment to the Ground Lease, Scope of Development (Exhibit C to Ground Lease) and Agreement Containing Covenants (Including Rental Restrictions)(Exhibit E to the Ground Lease) to reflect the change in the Project unit mix, (ii) an amendment to certain senior lender and equity investor rights and remedies contained in the Ground Lease which are conditions of the senior lender's and equity investor's financing contemplated by the Ground Lease; and (iii) modifications to certain other obligations of the parties, all on the terms and conditions set forth therein

(Continued)

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Second Amendment to Ground Lease Between the Housing Authority of the County of Riverside and Jurupa Valley Vista Rio Partners LP relating to Assessor Parcel Number 181-041-015-4 Located in the City of Jurupa Valley, District 2; [\$0], Not a Project Under CEQA

DATE: October 29, 2015

PAGE: 3 of 3

BACKGROUND:

Summary

(Continued)

The proposed Second Amendment to the Ground Lease is the amendment of an existing Ground Lease. The number of units constructed and operated on the Leased Premises will remain the same at 39 units , will not result in any new environmental impact and was already evaluated under the California Environmental Quality Act (CEQA) pursuant to the following certified documents: Environmental Assessment No. 1206001902. The proposed amendments set forth in the Second Amendment will not result in any new significant environmental impacts that were not already previously evaluated in the certified Environmental Assessment No. 1206001902.

Staff recommends that the Board approve the proposed Second Amendment to Ground Lease, including attachments. County Counsel has reviewed and approved as to form the attached Second Amendment to Ground Lease.

Impact on Citizens and Businesses

The development and construction of the 39 unit multi-family affordable housing complex will have a positive impact on citizens and businesses. The project is expected to generate construction, maintenance, and property management jobs and provide affordable housing for residents of the County of Riverside.

Attachments:

Second Amendment to Ground Lease, including all attachments

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103
Escrow No.
Loan No.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Housing Authority of the County of Riverside
5555 Arlington Ave
Riverside, CA 92504
Attn: Stephanie Adams

SPACE ABOVE THIS LINE FOR RECORDERS USE

SECOND AMENDMENT TO GROUND LEASE

This Second Amendment to Ground Lease ("Second Amendment") is made and entered into this ____ day of _____, 2015 by and between THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("LANDLORD"), and JURUPA VALLEY VISTA RIO PARTNERS LP, a California Limited Partnership ("TENANT"). Tenant and Landlord shall collectively be referred to herein as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, LANDLORD and TENANT entered into that certain Ground Lease dated June 17, 2014 and recorded in the Official Records of the County of Riverside ("Official Records") on February 23, 2015 as Document No. 2015-0069888, as amended by that certain First Amendment to Ground Lease dated February 10, 2015, recorded in the Official Records on February 23, 2015 as Document No. 2015-0069890 (collectively, the "Ground Lease") wherein LANDLORD conveyed to TENANT a 99 year leasehold estate in approximately 3.87 acres of real property located at 3901 Briggs Street, within the City of Jurupa Valley, identified as Assessor Parcel Number 181-041-015-4, as described in the legal description attached hereto as Attachment No. 1 and incorporated herein by this reference ("Leased Premises"). All capitalized terms not described herein shall have the meaning ascribed to them in the Ground Lease;

WHEREAS, pursuant to the Ground Lease TENANT is required, among other

1 things, to develop, construct and operate on the Leased Premises a 39-unit multi-family
2 housing project, which shall be operated as rental housing that is affordable to Extremely Low,
3 Very Low, Low, and Other Income Households (as defined in the Ground Lease), a community
4 center and related parking ("Project"), as more specifically described in the Ground Lease;

5 WHEREAS, pursuant to the Ground Lease, TENANT and LANDLORD entered into
6 that certain Agreement Containing Covenants (Including Rental Restrictions) dated June 17,
7 2014 recorded in the Official Records on February 23, 2015 as Document No. 2015-0069889,
8 as amended by that certain First Amendment to Agreement Containing Covenants dated
9 February 10, 2015 and recorded on February 23, 2015 in the Official Records as Document No.
10 2015-0069891 (collectively the "Covenants") restricting the use and occupancy of the Leased
11 Premises as affordable housing for a period of 99 years as more specifically described therein;

12 WHEREAS, due to changes in the Project, LANDLORD and TENANT desire to
13 amend the scope of the Project to change the number of two and three bedroom units. The
14 Parties are proposing to change the existing 39 unit mix from 26 two-bedroom apartment units
15 and 13 three-bedroom apartment units to 27 two bedroom units, 12 three bedroom units and 1
16 two-bedroom unit to be set aside for an on-site manger. The change in the scope of the Project
17 will match the site plans already approved by the City of Jurupa Valley;

18 WHEREAS, subject to TENANT's satisfaction of certain conditions precedent,
19 JPMorgan Chase Bank, N.A. ("Senior Lender") has committed to financing a portion of the
20 construction costs for the Project in the approximate amount of \$10,000,000.00. Senior Lender
21 has requested certain reasonable modifications to the terms of the Ground Lease as a condition
22 of financing contemplated by the Ground Lease, relating to the Senior Lender's rights and
23 remedies in the event of default;

24 WHEREAS, the purpose of this Second Amendment is to effectuate and amend the
25 Ground Lease by providing for (i) an amendment to the Ground Lease and Scope of
26 Development (Exhibit C to Ground Lease) to reflect the change in the Project unit mix, (ii)
27 amendment to certain Senior Lender rights and remedies contained in the Ground Lease which
28 are conditions of Senior Lender's financing contemplated by the Ground Lease; and (ii)

1 modifications to certain other obligations of the Parties, all on the terms and conditions as set
2 forth below.

3 NOW, THEREFORE, for good and valuable consideration, the receipt and
4 sufficiency of which is hereby mutually acknowledged, the Parties do hereby agree as follows:

5 1. **Recitals.** The Recitals and attachments referenced above are incorporated herein by this
6 reference and adopted by the Parties to be true and correct.

7 2. **Amendment to Project Description.** The Parties acknowledge and agree that the total
8 number of affordable units to be constructed on the Leased Premises pursuant to the
9 Ground Lease shall be 39 affordable units comprised of 27 two-bedroom units and 12
10 three bedroom units. One two bedroom unit will continue to be set-aside for an on-site
11 manager.

12 3. **Amendments to the Ground Lease.** The Ground Lease is hereby amended as follows:

13 a. **Definitions.**

14 1. **Senior Lender.** Article 1-Definitions of the Ground Lease is hereby
15 amended to add the following definition:

16 “Senior Lender” shall mean the Lender whose loan is secured by a first
17 priority deed of trust encumbering the Leased Premises as approved by
18 Landlord. JPMorgan Chase Bank, N.A., a national bank, maker of a
19 \$10,000,000.00 Construction Loan is deemed a Senior Lender.

20 2. **Tax Credit Equity Investor.** Article 1-Definitions of the Ground Lease is
21 hereby amended to delete the definition of “Tax Credit Equity Investor”
22 and replace with the following:

23 “Tax Credit Equity Investor” shall mean a Person who will be a limited
24 partner and will contribute equity to Tenant in consideration of the Low
25 Income Housing Tax Credits. Boston Capital Multifamily Tax Credit
26 Fund II, a limited partnership, and its affiliates and assigns, is deemed a
27 Tax Credit Equity Investor.

- 1 a. **Right of Landlord to Cure Defaults.** Section 5B.19 of the Ground Lease,
2 entitled, "Right of Landlord to Cure Defaults." is hereby amended to delete the last
3 sentence commencing with the words, "The Landlord shall also be entitled to..." and
4 replace with the following sentence, " The Landlord shall also be entitled to a lien
5 upon the Leased Premises to the extent of such costs and disbursements which lien
6 shall be junior to the lien of the Senior Lender."
- 7 b. **Right of the Landlord to Satisfy Other Liens on the Property.** Section 5B.20 of
8 the Ground Lease, entitled, "Right of Landlord to Satisfy Other Liens on the
9 Property." is hereby amended to delete the last sentence commencing with the
10 words, "The Landlord shall also be entitled to..." and replace with the following
11 sentence, "The Landlord shall also be entitled to a lien upon the Leased Premises to
12 the extent of such costs and expenses which lien shall be junior to the lien of the
13 Senior Lender."
- 14 c. **New Lease.** Section 8.5 of the Ground Lease entitled, "New Lease" is hereby
15 amended in its entirety to delete all references to "Lender" and replace with
16 reference to "Senior Lender." In addition the obligations of Senior Lender in
17 connection with the granting of such Lease set forth in subsections (i) and (iii) of
18 Section 8.5 are hereby eliminated, it being understood that Senior Lender shall only
19 be required to perform obligations under the New Lease from and after the date of
20 such New Lease and shall not be liable for the obligations or liabilities arising under
21 this Lease prior to such date.
- 22 d. **No Encumbrance of Landlord's Fee Estate.** Section 8.11 of the Ground Lease
23 entitled, " No Encumbrance of Landlord's Fee Estate" is hereby amended to add the
24 following paragraph after the first existing paragraph:
25 **"THE PROVISIONS OF THIS LEASE DO NOT GIVE TO TENANT OR
26 ANY PERSON WHATSOEVER OTHER THAN LANDLORD THE RIGHT
27 TO MORTGAGE, HYPOTHECATE OR OTHERWISE TO ENCUMBER OR
28 TO CAUSE ANY LIENS TO BE PLACED AGAINST THE FREEHOLD
ESTATE OF LANDLORD, NOR SHALL SAID PROVISIONS BE
CONSTRUED AS RESULTING IN A SUBORDINATION IN WHOLE OR IN
PART OF THE FREEHOLD ESTATE OF LANDLORD OR LANDLORD'S**

1 **RIGHT TO RECEIVE RENT TO ANY INDEBTEDNESS OF TENANT.**
2 **LANDLORD SHALL PROVIDE SENIOR LENDER WRITTEN NOTICE**
3 **PRIOR TO ENCUMBERING ITS FREEHOLD ESTATE OR OBTAIN IN**
4 **CONNECTION WITH SUCH ENCUMBRANCE A RECOGNITION AND**
5 **NONDISTURBANCE AGREEMENT FROM SUCH ENCUMBRANCE**
6 **RECOGNIZING THE RIGHTS OF THE TENANT AND ITS LENDERS**
7 **UNDER THIS LEASE. ”**

- 8 e. **Lender’s Liability.** Article 8, Leasehold Financing, is hereby amended to add a
9 new Section 8.13 which shall read as follows:

10 “Section 8.13 Lender’s Liability. In the event any Lender or any designee of it
11 becomes the Tenant under this Lease or under any new lease obtained pursuant
12 to Section 8.5, above, the Lender or its designee shall be personally liable for the
13 obligations of Tenant under this Lease or a new sublease only for the period of
14 time that the lender or its designee remains the actual holder of the leasehold
15 estate hereunder In addition, the liability of Senior Lender or its designee
16 hereunder shall be limited to its interest in the Project. ”

- 17 f. **Condemnation.** Section 13.1 and Section 13.2 of the Ground Lease are deleted in
18 their entirety and replaced with the following:

19 “13.1 General.

20 If any portion of or interest in the Leased Premises shall be condemned
21 (including, without limitation, inverse condemnation) or taken by any public
22 authority or by any other person or entity with the power of condemnation, by
23 eminent domain or by purchase in lieu thereof (a "Taking"), and such Taking
24 renders the Leased Premises unsuitable in the commercially reasonable judgment
25 of Tenant and Landlord for Tenant's business operations, Tenant may terminate
26 this Lease with Senior Lender’s prior written consent, by giving notice to
27 Landlord, such termination to be effective as of the date specified in such notice.
28 If this Lease is not terminated, subject to the rights of any Senior Lender,
 Tenant’s condemnation award shall be used for the purpose of repairing or
 restoring the Improvements in accordance with Section 7.3.

13.2 Award.

Whether or not this Lease is terminated as a result of any Taking, Landlord and Tenant shall together make one claim for an award for their combined interests in the Leased Premises including an award for severance damages if less than the whole shall be so taken. The condemnation proceeds shall be distributed to Landlord and Tenant as their respective interests appear, subject to the rights of any Senior Lender. Both parties shall have the right to appear in and defend against such action as they deem proper in accordance with their own interests at their own expense. To the extent possible, the parties shall cooperate to maximize the condemnation proceeds payable by reason of the condemnation. Issues between Landlord and Tenant required to be resolved pursuant to this Article shall be joined in any such condemnation proceeding to the extent permissible under then applicable procedural rules of such court of law or equity for the purpose of avoiding multiplicity of actions and minimizing the expenses of the parties. If this Lease is not terminated pursuant to this Article, it shall continue, except that commencing with the date on which Tenant is deprived of the use of any portion of the Leased Premises or of any rights under this Lease, Rent shall be abated or reduced according to the extent to which Tenant is deprived of the use or benefit of the Leased Premises or of any rights under this Lease. If the Taking occurs in the last five (5) years of the Term, Landlord by written notice to Tenant may terminate this Lease, or Tenant, with the written consent of the Senior Lender, by giving written notice to the Landlord, may also terminate this Lease, such termination to be effective as of the date that the condemnor acquires title to all or a portion of the Leased Premises.

g. **Rights of Lender.** Section 14.10.2 of the Ground Lease, identified as "reserved" is hereby deleted in its entirety and replaced with the following:

"14.10.2 Rights of Lender. Landlord shall not accept any

voluntary termination or surrender of this Lease by Tenant at any time Tenant's leasehold estate is encumbered by a mortgage loan permitted under Article 8 and/or Article 8A except upon default, after notice and opportunity to cure as provided in this Lease, and with the prior written consent of the Senior Lender."

- h. **Right of Reentry; Reversionary Interest.** Section 14.10.5 of the Ground Lease, entitled, "Right of Reentry; Reversionary Interest" is hereby amended to delete the introductory paragraph commencing with the words, "Subject to the notice and cure provisions set forth in this lease..." and replace with the following introductory paragraph:

"Subject to the notice and cure provisions set forth in this Lease, and subject to the rights of any Senior Lender, the Landlord shall have the right, at its option, to reenter and take possession of the Leased Premises with all Improvements thereon, and to terminate and revest in the Landlord the Leasehold estate theretofore conveyed to the Tenant, if after conveyance of the Leasehold, the Tenant (or its successors in interest) shall:"

- i. **Notices.** Section 17.6 of the Ground Lease entitled "Notice" is hereby amended to add the following addresses for purposes of notice to Tenant:

"with copies to : JPMorgan Chase Bank, N.A.
 Community Development Banking
 300 South Grand Avenue, 4th Floor
 Los Angeles, CA 90071
 Attention: Raymond Junior

 Boston Capital Multifamily Tax Credit
 Fund II, a limited partnership
 c/o Boston Capital Partners
 One Boston Place, Suite 2100
 Boston, MA 02108
 Attn: Vista Rio Asset Management

And Holland & Knight LLP
 10 St. James Avenue
 Boston, MA 02116
 Attn: Douglas W. Clapp, Esq."

1
2 3. **Method of Financing.** The Method of Financing attached to the
3 Ground Lease as Exhibit "F" is hereby deleted in its entirety and replaced with the
4 Amended Method of Financing attached hereto as Attachment No. 2 and incorporated
5 herein by this reference. All references to "Method of Financing" contained in the
6 Ground Lease, including any attachments, are hereby deleted in their entirety and
7 replaced with "Amended Method of Financing."

8
9 4. **Amended Scope of Development.** The Amended Scope of
10 Development attached to the Ground Lease as Exhibit "C" is hereby deleted in its
11 entirety and replaced with the Second Amended Scope of Development attached hereto
12 as Attachment No. 3 and incorporated herein by this reference. All references to
13 "Amended Scope of Development" contained in the Ground Lease, including any
14 attachments, are hereby deleted in their entirety and replaced with "Second Amended
15 Scope of Development."

16 5. **Amendment to Agreement Containing Covenants (Including Rental Restrictions).**
17 That certain Agreement Containing Covenants (Including Rental Restrictions) executed
18 by the Parties, dated June 17, 2014 recorded in the Official Records on February 23,
19 2015 as Document No. 2015-0069889, as amended by that certain First Amendment to
20 Agreement Containing Covenants dated February 10, 2015 and recorded on February
21 23, 2015 in the Official Records as Document No. 2015-0069891, is hereby amended to
22 reflect the change in the unit mix from 26 two-bedroom units and 13 three-bedroom
23 units to 27 two-bedroom units and 12 three-bedroom units as set forth in that certain
24 Second Amendment to Covenants attached hereto as Attachment No. 4 and incorporated
25 herein by this reference ("Second Amendment to Covenants"). The Second Amendment
26 to Covenants shall be executed by the Parties, in recordable form, and delivered to
27 LANDLORD no later than 3 days after the Effective Date of this Second Amendment
28 for recordation by LANDLORD in the Official Records. The Parties acknowledge and

1 agree that the Second Amendment to Covenants shall not effect or alter the existing
2 priority of the Covenants.

3 6. **Miscellaneous.**

4 a. **Further Cooperation.** The Parties agree to execute such other instruments,
5 agreements and amendments to documents as may be necessary or appropriate to
6 effectuate the Ground Lease as amended by this First Amendment.

7 b. **Interpretation.** This Second Amendment, when combined with the Ground Lease,
8 sets forth and contains the entire understanding and agreement of the parties hereto.
9 There are no oral or written representations, understandings, or ancillary covenants,
10 undertakings or agreements, which are not contained or expressly referred to within
11 this Second Amendment or the Ground Lease.

12 c. **Attachments.** Each of the attachments and exhibits attached hereto are incorporated
13 herein by this reference.

14 d. **Effectiveness of Ground Lease.** Except as modified and amended by this Second
15 Amendment, all other terms and conditions of the Ground Lease remain unmodified
16 and in full force and effect.

17 e. **Counterparts.** This Second Amendment may be signed by the different parties
18 hereto in counterparts, each of which shall be an original but all of which together
19 shall constitute one and the same agreement.

20 f. **Effective Date.** The effective date of this Second Amendment is the date the Parties
21 execute this Second Amendment. If the parties execute this Second Amendment on
22 more than one date, then the last date this Second Amendment is executed by a party
23 shall be the effective date.

24 g. **Board of Commissioners.** This Second Amendment is subject to the approval of
25 Landlord's Board of Commissioners.

26 ///

[Remainder of page Intentionally Blank]

[Signatures on Following Page]

Signature Page: Second Amendment to Ground Lease

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: _____
Marion Ashley, Chairman
Board of Commissioners

Date: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By: _____
Jhaila Brown
Deputy County Counsel

TENANT:

Jurupa Valley Vista Rio Partners, LP.
a California limited Partnership

By: PC Jurupa Valley Vista Rio Developers,
LLC.
a California limited liability company,
its Administrative General Partner

By: _____
Danavon L. Horn

Date: 10/26/15

By: Housing Corporation of America,
a Utah non-profit corporation,
its Managing General Partner

By: _____
Ronald H. Olson, President

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)
 On October 26, 2015 before me, Susan E. Roberts, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Danavon L. Horn
 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 Susan E. Roberts
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

Signature Page: Second Amendment to Ground Lease

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: _____
Marion Ashley, Chairman
Board of Commissioners

Date: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By: _____
Jhaila Brown
Deputy County Counsel

TENANT:


Jurupa Valley Vista Rio Partners, LP.
a California limited Partnership

By: PC Jurupa Valley Vista Rio Developers, LLC.
a California limited liability company,
its Administrative General Partner

By: _____
Danavon L. Horn

Date: _____

By: Housing Corporation of America,
a Utah non-profit corporation,
its Managing General Partner

By:  _____
Ronald H. Olson, President

Date: _____

Utah
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Utah)
County of Salt Lake)
On October 26, 2015 before me, Michelle Rimmasch, notary public,
Date Here Insert Name and Title of the Officer
personally appeared Ronald H Olson
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 Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Rimmasch
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ATTACHMENT NO. 1

LEGAL DESCRIPTION

(behind this page)

Attachment No. 1
Legal Description

PARCEL B

Those portions of Lots 5, 6 and 7, of T. M. Parson's Survey of a portion of the Jurupa Rancho, as shown by map on file in Book 1 of Maps at page 68 thereof, Records of San Bernardino County, California, **together with** portions of Lot "A". Lot "E" and Lot 1 and all of Lot "B" and Lot 2 of Mayfair Square Unit 1, as shown by map on file in Book 39 of Maps at pages 50 and 51, Records of Riverside County, California, said portions being more particularly described as follows:

COMMENCING at the most northerly corner of Lot "D" (Alley, 20.00 feet in width) of said Mayfair Square Unit 1, said corner being on the southeasterly line of said Lot 7 of T. M. Parson's Survey;

Thence North $33^{\circ}53'22''$ East along said southeasterly line, a distance of 177.36 feet to the most northerly corner of that certain parcel of land conveyed to the Redevelopment Agency for the County of Riverside by Grant Deed recorded May 15, 2007 as Document No. 2007-0322534, Official Records of Riverside County, California;

Thence South $56^{\circ}27'20''$ East along the northeasterly line of said parcel so conveyed, a distance of 50.85 feet more or less to a point 308.00 feet distant from the northeasterly corner of said parcel so conveyed, said point also being the **TRUE POINT OF BEGINNING**;

Thence leaving said northeasterly line North $33^{\circ}26'24''$ East, a distance of 142.02 feet to the beginning of a tangent curve, concave to the west, having a radius of 300.00 feet;

Thence northeasterly and northerly along said curve, to the left, through a central angle of $32^{\circ}44'43''$, an arc distance of 171.45 feet;

Thence South $89^{\circ}21'45''$ East, a distance of 37.00 feet;

Thence South $58^{\circ}54'06''$ East, a distance of 450.49 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 52.00 feet, the radial line to said point bears North $20^{\circ}52'30''$ West;

Thence easterly along said curve, to the right, through a central angle of $27^{\circ}11'09''$, an arc distance of 24.67 feet more or less to a point on the northwesterly right of way line of Briggs Street (Lot "E", 36.00 feet in half width) of said Mayfair Square Unit 1;

Thence North $33^{\circ}46'10''$ East along said northwesterly right of way line, a distance of 5.61 feet to the northwesterly corner of said Lot "E";

Thence South $56^{\circ}27'10''$ East along the northeasterly line of said Lot "E", a distance of 36.00 feet to a point of intersection with the centerline of said Briggs Street;

Thence South $33^{\circ}46'10''$ West along said centerline, a distance of 373.03 feet to a point of intersection with the southeasterly prolongation of the southwesterly line of said Lot 2 of Mayfair Square Unit 1;

Thence North $56^{\circ}29'50''$ West along said southeasterly prolongation and along the southwesterly line of said Lot 2, a distance of 178.00 feet to the most westerly corner of said Lot 2, said corner being on the southeasterly line of said parcel so conveyed to the Redevelopment Agency for the County of Riverside;

Thence North $33^{\circ}46'10''$ East along the northwesterly line of said Lot 2 and along said southeasterly line of said parcel so conveyed, a distance of 8.03 feet to the northeasterly corner of parcel so conveyed;

Thence North $56^{\circ}27'20''$ West along the northeasterly line of said parcel so conveyed, a distance of 308.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 3.87 acres, more or less.

ATTACHMENT NO. 2
AMENDED METHOD OF FINANCING

(behind this page)

Attachment No. 2

Amended METHOD OF FINANCING

This is the Method of Financing attached to the Ground Lease ("GROUND LEASE") by and between the Housing Authority of the County of Riverside ("Housing Authority") and Jurupa Valley Vista Rio Partners, LP, a California limited partnership ("Tenant"), pertaining to the development of a 39-unit multi-family housing project located on Assessor Parcel Numbers 181-041-015-4 and, in the City of Jurupa Valley, which shall be operated as rental housing that is affordable to extremely-low, very-low, low-income, any other income households ("Project"), as more specifically described in the GROUND LEASE. GROUND LEASE as used herein shall mean, refer to and include the GROUND LEASE, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the GROUND LEASE. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the GROUND LEASE.

1. Development Costs. The parties estimate that the cost of developing the Property will be approximately \$11,788,744 during the construction financing period. The sources of financing during the construction financing period are set forth in Section 2 of this Method of Financing.

2. Sources of Financing. The parties anticipate that the costs of developing and constructing the Improvements thereon (the "Development Costs") shall be financed with a combination of loans and equity, as set forth in the following chart and as described below, which chart shall be updated if the costs of developing and constructing the Improvements change, or if the financing changes, all subject to the approval of the Housing Authority (as updated, the "Sources of Financing"):

Source of Funds	Construction	Permanent
Tax Credit Equity	\$1,492,244	\$7,046,146
JP Morgan Chase	\$7,046,146	\$0
County of Riverside HOME Loan	\$1,000,000	\$1,000,000
Low-Moderate Income Housing	\$1,898,214	\$1,898,214
Asset Fund Loan		
Deferred Developer Fee	\$352,140	\$352,140
TOTALS	\$11,788,744	\$11,788,744

2.1 Construction Period Financing

- a. Construction Loan Financing. The financing derived from the proceeds of a construction loan in the approximate original principal amount of \$7,046,146 during the construction period (the "Construction Loan") shall be used as part of the construction financing for the Project and shall be secured by one or more

senior priority deeds of trust against the Leasehold (the "Senior Construction Lenders" and, together with the Senior Permanent Lenders described below, referred to as the "Senior Lenders").

- (1) Tenant shall not refinance the Senior Loan and/or the Permanent Loan for the Project or place any additional financing on the Leasehold Estate except as set forth in this Method of Financing and the GROUND LEASE without the advanced and express written consent of the Housing Authority Executive Director or designee.

b. Tenant Equity. Equity from the Tenant (the "Tenant Equity") consisting of the following:

- (1) Approximately \$8,538,390, to be provided by the Tax Credit Equity Investor, derived from Low Income Housing Tax Credits, a portion of which shall be disbursed during construction period and the balance shall be disbursed to pay off the construction loan.
- (2) A deferred portion of the Tenant Fee, in the amount of \$352,140 (the "Deferred Tenant Fee"), constituting that portion of the Tenant Fee to be paid to Tenant from operating revenues, before calculating residual receipts, with the balance of the Tenant Fee in the amount of \$ 985,977 payable to Tenant during construction of the Project, in accordance with the following schedule of disbursements:
 - i. 20% upon Closing;
 - ii. 30% upon C of O;
 - iii. 2.5% upon Perm Conversion; and
 - iv. 47.5% upon 8609.
- (3) Tenant shall be responsible for providing any additional funds which may be needed to pay for cost overruns and contingencies not otherwise funded by the Sources of Financing described above.
- (4) Tenant Equity described in this subsection (c) shall consist of funds provided by Tenant or borrowed funds, repayment of which shall not be secured by any deed of trust on the Leasehold and/or the Property.
- (5) All cost savings from improved debt or equity pricing compared to the terms in this Method of Financing will be used to reduce the deferred portion of the Tenant Fee. If proceeds from debt or equity are lower than projected, Tenant shall be financially responsible for any differences.

c. TUMF. Transportation Uniform Mitigation Fee Program waiver in the

approximate amount of \$243,009.

- d. DIF. Development Impact Fee Program waiver in the approximate amount of \$149,838.
 - e. Affordable Housing Loan-Housing Authority of the County of Riverside in the amount of \$1,898,214 which includes a pre-development loan from the Housing Authority of the County of Riverside in the approximate amount of \$398,214. The tenant acknowledges that the former Redevelopment Agency Pre-Development Loan in the amount of \$398,214 was paid to and received by Tenant in full and no further disbursements are due from the County in connection with such loan.
 - f. County of Riverside HOME Loan in the amount of \$1,000,000
- 2.2 Permanent Sources of Financing

- a. The Affordable Housing Loan as described in subsection (e) of 2.1 above.
 - b. The County of Riverside HOME Loan in the amount of \$1,000,000 as described in subsection (f) of 2.1 above.
 - c. Tenant Equity, as described in subsection (b) of Section 2.1, above.
 - d. TUMF financing sources, as described in subsection (c) of Section 2.1, above.
 - e. DIF financing sources, as described in subsection (d) of Section 2.1, above.
 - f. Land Value for TCAC application in the approximate amount of \$1,300,000.
3. Project Budget

The parties anticipate that all Development Costs shall be as set forth in the Project Budget as attached hereto titled "Permanent Sources and Uses of Funds incorporated herein by this reference. Any change order in excess of One Hundred Thousand Dollars (\$100,000) or any amendment to the total Project Budget in excess of One Hundred Thousand Dollars (\$100,000) (collectively referred to as a "Revision") shall require the written approval of the Executive Director or designee in addition to any approval required by any Senior Lender. Except as provided in the previous sentence, the Executive Director or designee shall not unreasonably withhold or delay approval of any requested Revision for which the Senior Lender's approval is not required, under the terms of the Senior Loan documents, or which has been approved by the Senior Lender if, within five (5) working days after receipt of the request, Housing Authority receives such explanation and/or back-up information as was received and relied upon by the Senior Lender in connection with its approval of the Revision, and if the following conditions are satisfied:

- a. to the extent the Revision is limited to a reallocation of budgeted funds among Project Budget line items without any increase in the total Project Budget, (i) the funds in the line item(s) to be reduced remain sufficient for completion of the

Project, and (ii) the requested increase in one or more line item(s) is to be used to pay approved costs; and

- b. to the extent the Revision involves an increase in the total Project Budget, (i) additional funds in an amount equal to the increase in the total Project Budget will be provided by Tenant, the Senior Lender or another funding source reasonably approved by the Housing Authority and (ii) the requested increase in the Project Budget is to be used to pay approved costs.

Upon written approval of any Revision, the Project Budget shall be replaced by the approved revised Project Budget.

4. Evidence of Financing

The sum of the Senior Sources of Financing described in Section 2 above shall be sufficient at all times to pay all Development Costs as set forth in the most recently approved Project Budget, and the sum of the permanent Senior Sources of Financing described in Section 2 above, shall be at least equal at all times to the sum of the construction Sources of Financing plus all other Development Costs. Within the time provided therefor in the Schedule of Performance (Attachment No. D--to the GROUND LEASE), Tenant shall submit for approval by the Executive Director or designee, evidence of such financing, including all documents required by the Construction Lender relating to the Construction Loan the Project and all documents evidencing the availability of permanent financing for the Project upon Completion. The Executive Director or designee shall not unreasonably withhold his or her approval. Tenant shall provide written certification to the Housing Authority that such financing documents are correct copies of the actual documents to be executed by Tenant on or before the Closing Date. To the extent that the sum of the Sources of Financing described in Section 2, 2.1 and 2.2 above is insufficient to pay all Development Costs, Tenant shall demonstrate the availability prior to the Closing of increased Tenant's Equity equal to the shortfall.

5. No Subordination of Affordability Covenants

Notwithstanding anything to the contrary herein or in the GROUND LEASE, the affordability covenants in the Agreement Containing Covenants (Including Rental Restrictions) (Attachment No.E) shall be senior to the security instruments for all Senior Loans, including the Permanent Deed of Trust and shall be recorded against the fee interest in the Property.

ATTACHMENT NO. 3

SECOND AMENDED SCOPE OF DEVELOPMENT

(behind this page)

Attachment No. 3

Second Amended SCOPE OF DEVELOPMENT

A. Tenant Responsibilities

1. General

This is the Second Amended Scope of Development attached to the Ground Lease ("Ground Lease") by and between the Housing Authority of the County of Riverside ("Housing Authority") and Jurupa Valley Vista Rio Partners, L.P., a California limited partnership ("Tenant") pertaining to the Property. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the GROUND LEASE.

Tenant shall be responsible for providing all parking appropriate and necessary for the proposed development of the Property along with appropriate landscaping, all in accordance with applicable City of Jurupa Valley ("City") requirements and codes. All improvements on the Property ("Improvements") shall be of high architectural quality, well landscaped, and effectively and aesthetically designed. The shape, scale, exterior design, and exterior finish of the Improvements must be consonant with, visually as well as physically related to, and an enhancement to the adjacent neighborhood.

Tenant's plans, drawings and proposals submitted to the Housing Authority and City for approval shall describe in reasonable detail the architectural character intended for the Improvements.

2. Improvements

Notwithstanding the generality of Section 1, above, the Tenant shall construct, or cause to be constructed on the Property, a) two and three__story of three_buildings ("Structure"). The Structures will contain: (i) 39_Affordable Units and 1 Managers unit, comprised of 27 two-bedroom apartments, and 12 three-bedroom apartments; (ii) approximately 3,093_square feet of Community Space, and (iv) the Parking with 100_spaces (2.0 space/unit).

The following is a summary of the scope of development for the Project:

Site Area	155,347_sq. ft.
Floor Area Ratio (FAR)	37.5%
FAR Bonuses Proposed	N
Stories	2-3_stories
Type of Housing	Affordable Rental Apartments
Total Number of Units / Total Residential Square Feet	49/54,388 sqft

Types of Units (sizes)	2BR/ 915-1004 sqft 3BR/ 999-1259 sqft
Type of Parking-	100 spaces for residential
Assessor's Parcel Nos.	181-041-015-4

3. Green Building

The Project shall achieve Silver LEED certification or other applicable green building standard required by TCAC . The Project team includes LEED certified staff to assist with the design and selection of the Project's green building features and LEED strategy. Costs for the proposed green building features and LEED certification process are incorporated into the Project Budget

4. Amenities

The Project shall include approximately 3,093 square feet of community space. The ground floor shall include (swimming pool, courtyard, on-site computer training etc).

5. Parking

The Surface parking shall include 39 covered and 38 uncovered parking spaces, 1 covered accessible and 2 accessible open parking spaces, totaling 80 spaces (2.0 space/unit) for the residents living in the development. All spaces shall be designed to City of Jurupa Valley Standards.

6. Required Permits/Compliance with Laws

The Property shall be developed in accordance with Plot Plan_ No.21201, and all applicable laws.

7. Design Development and 100% Construction Drawings

The Tenant shall submit for approval to the Housing Authority 100% Construction Drawings which implement the design intent of the Basic Concept/Schematic Drawings and any requirements included in the Plot Plan No.21201.

ATTACHMENT NO. 4

**SECOND AMENDMENT TO
AGREEMENT CONTAINING COVENANTS**

(behind this page)

EXEMPT RECORDING FEE CODE 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Housing Authority of the County of Riverside
5555 Arlington Ave
Riverside, CA 92504
Attn: Stephanie Adams

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SECOND AMENDMENT TO AGREEMENT CONTAINING COVENANTS
(Including Rental Restrictions)**

This SECOND AMENDMENT TO AGREEMENT CONTAINING COVENANTS (Including Rental Restrictions) ("Amendment to Covenants") is made and entered into as of this ____ day of _____, 2015, by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("HOUSING AUTHORITY") and JURUPA VALLEY VISTA RIO PARTNERS LP, a California Limited Partnership ("TENANT"). HOUSING AUTHORITY and TENANT are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, TENANT owns a leasehold interest in approximately 3.87 acres of real property located at 3901 Briggs Street, within the City of Jurupa Valley, identified as Assessor Parcel Numbers 181-041-015-4, as described in the legal description attached hereto as Attachment No. 1 and incorporated herein by this reference ("Property"), conveyed pursuant to that certain Ground Lease executed by the Parties dated June 17, 2014 and recorded in the Official Records on February 23, 2015 as Document No. 2015-0069888 ("Official Records") and as amended by that certain First Amendment to Ground Lease dated February 10, 2015 and recorded in the Official Record on February 23, 2015 as Document No. 2015-0069890, and that certain Second Amendment to Ground Lease, concurrently herewith (collectively, "Ground Lease"). All capitalized terms not contained herein shall have the meaning ascribed to such terms in the Ground Lease;

WHEREAS, pursuant to the Ground Lease, TENANT and HOUSING AUTHORITY entered into that certain Agreement Containing Covenants (Including Rental Restrictions) dated June 17, 2014 and recorded in the Official Records on February 23, 2015 as Document No. 2015-0069889 and that certain Amendment to Agreement Containing Covenants recorded in the official records on February 23, 2015 as Documents No. 2015-0069891, ("Covenants") restricting the use and occupancy of the leased premises as affordable housing for a period of 99 years as more specifically described therein;

WHEREAS, pursuant to the Ground Lease and Covenants TENANT is required, among other things, to develop, construct and operate on the Property a 39-unit multi-family housing

project, which shall be operated as rental housing that is affordable to extremely low, very low, low, and other income households, a community center and related parking ("Project");

WHEREAS, HOUSING AUTHORITY and TENANT desire to amend the scope of the Project to change bedroom size break-down of affordable units constructed on the leased premises. The 39 units will be changed from 26 two-bedroom apartment units and 13 three-bedroom apartment units to 27 two-bedroom units and 12 three-bedroom units. One two-bedroom apartment unit will still be set aside for an on-site manger; and

WHEREAS, the Parties desire to amend the Amendment to the Agreement Containing Covenants to reflect the change in the bedroom size break-down of affordable units to be constructed, developed and operated on the Property.

I. AMENDMENT TO COVENANTS

NOW, THEREFORE, the Agreement Containing Covenants (Including Rental Restrictions) is hereby amended as follows:

1. Affordable Units. The term "Affordable Units" used within the Covenant recorded in the Official Records on February 23, 2015 as Document No. 2015-0069889 shall have the meaning ascribed to such term in that certain First Amendment to Ground Lease, recorded in the Official Records as Document No. 2015-0069890..
2. Use of Property. Paragraph 3. of the Amendment to Agreement Containing Covenants, is hereby deleted in its entirety and replaced with the following:
"b. Notwithstanding the generality of subsection (a), above, Owner, its successors and assigns, shall use the Property only for the uses permitted in this Agreement, specifically including the following: (i) residential rental uses, consisting of 39 Affordable Units comprised of 27 two-bedroom units and 12 three bedroom units (ii) the Community Space, and (iii) the Parking Garage. One two bedroom unit will be set-aside for an on-site manager."

II. EFFECT OF AMENDMENT TO COVENANTS

Except as expressly provided otherwise in this Second Amendment to Agreement Containing Covenants (Including Rental Restrictions), the Agreement Containing Covenants (Including Rental Restrictions) remains in full force and effect, enforceable in accordance with its terms, without diminution or waiver of any kind of any right or remedy of the HOUSING AUTHORITY as beneficiary thereunder.

III. DUPLICATE ORIGINALS

This Second Amendment to Agreement Containing Covenants (Including Rental Restrictions) may be signed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[Remainder of Page Intentionally Blank]

[Signatures on the Following Page]

Signature Page: Second Amendment to Ground Lease

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: _____
Marion Ashley, Chairman
Board of Commissioners

Date: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By: 
Jhaila Brown
Deputy County Counsel

TENANT:

Jurupa Valley Vista Rio Partners, LP,
a California limited Partnership

By: PC Jurupa Valley Vista Rio Developers,
LLC.
a California limited liability company,
its Administrative General Partner

By: 
Danavon L. Horn

Date: 10/26/15

By: Housing Corporation of America,
a Utah non-profit corporation,
its Managing General Partner

By: _____
Ronald H. Olson, President

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)
 On October 26, 2015 before me, Susan E. Roberts, notary public,
 Date Here Insert Name and Title of the Officer
 personally appeared Danavon L. Horn
 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 Susan E. Roberts
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

Signature Page: Second Amendment to Agreement Containing Covenants

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: _____
Marion Ashley, Chairman
Board of Commissioners

Date: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By: _____
Jhaila Brown
Deputy County Counsel

Tenant:

Jurupa Valley Vista Rio Partners, LP.
a California limited Partnership

By: PC Jurupa Valley Vista Rio Developers, LLC.
a California limited liability company,
its Administrative General Partner

By: _____
Danavon L. Horn

Date: _____

By: Housing Corporation of America,
a Utah non-profit corporation,
its Managing General Partner

By:  _____
Ronald H. Olson, President

Date: _____

Utah

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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~~ Utah)

County of Salt Lake)

On October 26, 2015 before me, Michelle Rimmach, notary public
Date Here Insert Name and Title of the Officer

personally appeared Ronald H Olson
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~~ Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Rimmach
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Attachment No. 1
Legal Description

PARCEL B

Those portions of Lots 5, 6 and 7, of T. M. Parson's Survey of a portion of the Jurupa Rancho, as shown by map on file in Book 1 of Maps at page 68 thereof, Records of San Bernardino County, California, **together with** portions of Lot "A". Lot "E" and Lot 1 and all of Lot "B" and Lot 2 of Mayfair Square Unit 1, as shown by map on file in Book 39 of Maps at pages 50 and 51, Records of Riverside County, California, said portions being more particularly described as follows:

COMMENCING at the most northerly corner of Lot "D" (Alley, 20.00 feet in width) of said Mayfair Square Unit 1, said corner being on the southeasterly line of said Lot 7 of T. M. Parson's Survey;

Thence North $33^{\circ}53'22''$ East along said southeasterly line, a distance of 177.36 feet to the most northerly corner of that certain parcel of land conveyed to the Redevelopment Agency for the County of Riverside by Grant Deed recorded May 15, 2007 as Document No. 2007-0322534, Official Records of Riverside County, California;

Thence South $56^{\circ}27'20''$ East along the northeasterly line of said parcel so conveyed, a distance of 50.85 feet more or less to a point 308.00 feet distant from the northeasterly corner of said parcel so conveyed, said point also being the **TRUE POINT OF BEGINNING**;

Thence leaving said northeasterly line North $33^{\circ}26'24''$ East, a distance of 142.02 feet to the beginning of a tangent curve, concave to the west, having a radius of 300.00 feet;

Thence northeasterly and northerly along said curve, to the left, through a central angle of $32^{\circ}44'43''$, an arc distance of 171.45 feet;

Thence South $89^{\circ}21'45''$ East, a distance of 37.00 feet;

Thence South $58^{\circ}54'06''$ East, a distance of 450.49 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 52.00 feet, the radial line to said point bears North $20^{\circ}52'30''$ West;

Thence easterly along said curve, to the right, through a central angle of $27^{\circ}11'09''$, an arc distance of 24.67 feet more or less to a point on the northwesterly right of way line of Briggs Street (Lot "E", 36.00 feet in half width) of said Mayfair Square Unit 1;

Thence North 33°46'10" East along said northwesterly right of way line, a distance of 5.61 feet to the northwesterly corner of said Lot "E";

Thence South 56°27'10" East along the northeasterly line of said Lot "E", a distance of 36.00 feet to a point of intersection with the centerline of said Briggs Street;

Thence South 33°46'10" West along said centerline, a distance of 373.03 feet to a point of intersection with the southeasterly prolongation of the southwesterly line of said Lot 2 of Mayfair Square Unit 1;

Thence North 56°29'50" West along said southeasterly prolongation and along the southwesterly line of said Lot 2, a distance of 178.00 feet to the most westerly corner of said Lot 2, said corner being on the southeasterly line of said parcel so conveyed to the Redevelopment Agency for the County of Riverside;

Thence North 33°46'10" East along the northwesterly line of said Lot 2 and along said southeasterly line of said parcel so conveyed, a distance of 8.03 feet to the northeasterly corner of parcel so conveyed;

Thence North 56°27'20" West along the northeasterly line of said parcel so conveyed, a distance of 308.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 3.87 acres, more or less.