

1 14. SALE OR TRANSFER OF THE PROJECT. Except in connection with
2 residential leases entered into in the ordinary course of HOUSING AUTHORITY's business
3 on forms approved by the AGENCY pursuant to this Agreement, HOUSING AUTHORITY
4 hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any
5 portion thereof, without obtaining the prior written consent of the AGENCY, which consent
6 shall be conditioned solely upon receipt by the AGENCY of reasonable evidence satisfactory
7 to the AGENCY that transferee has assumed in writing and in full, and is reasonably capable of
8 performing and complying with the HOUSING AUTHORITY's duties and obligations under
9 this Agreement and where upon HOUSING AUTHORITY shall be released of all obligations
10 hereunder which accrue from and after the date of such sale.

11 15. INDEPENDENT CONTRACTOR. HOUSING AUTHORITY and its
12 agents, servants and employees shall act at all times in an independent capacity during the term
13 of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed
14 to be agents, officers, or employees of AGENCY.

15 16. PROJECT MONITORING AND EVALUATION. HOUSING
16 AUTHORITY shall submit a tenant checklist form to the AGENCY, upon completion of the
17 construction, summarizing the number and percentage of very-low and low income households
18 who are tenants. The HOUSING AUTHORITY shall maintain financial, programmatic,
19 statistical and other supporting records of its operations and financial activities, including the
20 submission of the form on a semi-annual basis on or before April 5th and October 5th. Except
21 as otherwise provided for in this Agreement, the HOUSING AUTHORITY shall maintain and
22 submit records to the AGENCY within ten business days of the AGENCY's request. Records
23 must clearly document the HOUSING AUTHORITY's performance under each requirement of
24 the AGENCY Documents. A list of document submissions and timeline are shown in Exhibit
25 "C" and such list may be amended from time to time, by written agreement of the parties
26 hereto.

27 17. ACCESS TO PROJECT SITE. The AGENCY shall have the right to visit
28 the Project site, at all reasonable times, to review the operation of the PROJECT in accordance

1 with this Agreement.

2 18. EVENTS OF DEFAULT. The occurrence of any of the following events
3 shall constitute an "Event of Default" under this Agreement:

- 4 a. Monetary Default. The HOUSING AUTHORITY or any agent of
5 the HOUSING AUTHORITY's use of AGENCY funds for costs
6 disallowed under the CRL or for uses inconsistent with terms and
7 restrictions set forth in this Agreement;
- 8 b. Non-Monetary Default - Operation. Discrimination by the
9 HOUSING AUTHORITY or the HOUSING AUTHORITY's
10 agent on the basis of characteristics prohibited by this Agreement
11 or applicable law;
- 12 c. General Performance of Affordability Requirements. Any breach
13 by the HOUSING AUTHORITY or HOUSING AUTHORITY's
14 agents of any housing affordability requirements imposed in the
15 Covenant Agreement;
- 16 d. Damage to Project. In the event that the PROJECT is materially
17 damaged or destroyed by fire or other casualty, and the
18 HOUSING AUTHORITY receives an award or insurance
19 proceeds for the repair or reconstruction of the PROJECT, and the
20 HOUSING AUTHORITY does not use such award or proceeds to
21 repair or reconstruct the PROJECT;
- 22 e. Bankruptcy, Dissolution and Insolvency. The HOUSING
23 AUTHORITY's or any general partner of the HOUSING
24 AUTHORITY's (1) filing for bankruptcy, dissolution, or
25 reorganization, or failure to obtain a full dismissal of any such
26 involuntary filing brought by another party before the earlier of
27 final relief or thirty (30) days after such filing; (2) making a
28 general assignment for the benefit of creditors; (3) applying for

1 the appointment of a receiver, trustee, custodian, or liquidator, or
2 failure to obtain a full dismissal of any such involuntary
3 application brought by another party before the earlier of final
4 relief or sixty (60) days after such filing; (4) insolvency; or (5)
5 failure, inability or admission in writing of its inability to pay its
6 debts as they become due.

7 19. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For
8 monetary and non-monetary Events of Default included in subsections (a) – (e) above, the
9 AGENCY shall give written notice to HOUSING AUTHORITY of any Event of Default by
10 specifying: (a) the nature of the Event of Default or the deficiency giving rise to the default, (b)
11 the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which
12 shall not be more than sixty (60) calendar days from the mailing of the notice, by which such
13 action to cure must be taken. The AGENCY agrees that the HOUSING AUTHORITY shall
14 have the right to cure any and all defaults under this Agreement.

15 20. AGENCY REMEDIES. Upon the happening of an Event of Default and a
16 failure by HOUSING AUTHORITY to cure said default within the time specified in the notice
17 of default (if an action to cure is specified in said notice), the AGENCY's obligation to
18 disburse AGENCY funds shall terminate, and the AGENCY may also in addition to other
19 rights and remedies permitted by this Agreement or applicable law, proceed with any or all of
20 the following remedies in any order or combination the AGENCY may choose in its sole
21 discretion:

- 22 a. Terminate this Agreement, in which event the entire amount as
23 well as any other monies advanced to the HOUSING
24 AUTHORITY by the AGENCY under this Agreement including
25 administrative costs, shall become immediately due and payable;
- 26 b. Accelerate the AGENCY Loan, and demand immediate full
27 payment of the principal payment outstanding and all accrued
28 interest under the Note, as well as any other monies advanced to

1 the HOUSING AUTHORITY by the AGENCY under this
2 Agreement;

- 3 c. Bring an action in equitable relief seeking the specific
4 performance by the HOUSING AUTHORITY of the terms and
5 conditions of this Agreement;
6 d. Pursue any other remedy allowed at law or in equity.

7 21. HOUSING AUTHORITY's REMEDIES. Upon the fault or failure of the
8 AGENCY to meet any of its obligations under this Agreement, the HOUSING AUTHORITY
9 may:

- 10 a. Demand payment from the AGENCY of any sums due HOUSING
11 AUTHORITY;
12 b. Bring an action in equitable relief seeking the specific performance
13 by the AGENCY of the terms and conditions of this Agreement;
14 c. Pursue any other remedy allowed at law or in equity.

15 22. HOLD HARMLESS AND INDEMNIFICATION. HOUSING
16 AUTHORITY shall indemnify and hold harmless the AGENCY, its elected officials, its
17 members and its respective agents, servants, and employees of and from any and all liabilities,
18 claims, debts, damages, demands, suits, actions, and causes of action whatsoever kind, nature
19 of sort including, but not by way of limitation, wrongful death, expense of the defense of said
20 parties, and the payment of reasonable attorneys' fees, arising out of or in connection with the
21 performance by HOUSING AUTHORITY under this Agreement; except for, however, any
22 claims or damages arising from the negligence, fraud or misrepresentation of the AGENCY.

23 23. RESTRICTIONS TO RUN WITH THE LAND. The AGENCY and
24 HOUSING AUTHORITY hereby declare their express intent that the restrictions set forth in
25 this Agreement shall run with the land, and shall bind all successors in title to the Assisted
26 Unit, pursuant to Health and Safety Code Section 33334.3. Each and every contract, deed or
27 other instrument hereafter executed covering and conveying the Assisted Unit or any portion
28 thereof shall be held conclusively to have been executed, delivered and accepted subject to

1 such restrictions, regardless whether such restrictions are set forth in such contract, deed or
2 other instrument.

3 24. ENTIRE AGREEMENT. It is expressly agreed that this Agreement
4 embodies the entire agreement of the parties in relation to the subject matter hereof, and that no
5 other agreement or understanding, verbal or otherwise, relative to this subject matter, exists
6 between the parties at the time of execution.

7 25. SEVERABILITY. Each paragraph and provision of this Agreement is
8 severable from each other provision, and if any provision or part thereof is declared invalid, the
9 remaining provisions shall remain in full force and effect.

10 26. MINISTERIAL ACTS. The Executive Director of the AGENCY or
11 designee(s) are authorized to take such ministerial actions as may be necessary or appropriate
12 to implement the terms, provisions, and conditions of this Agreement as it may be amended
13 from time to time by AGENCY.

14 27. MODIFICATION OF AGREEMENT. The AGENCY or HOUSING
15 AUTHORITY may consider it in its best interest to change, modify or extend a term or
16 condition of this Agreement. Any such change, extension or modification, which is mutually
17 agreed upon by the AGENCY and HOUSING AUTHORITY shall be incorporated in written
18 amendments to this Agreement. Such amendments shall not invalidate this Agreement, nor
19 relieve or release the AGENCY or HOUSING AUTHORITY from any obligations under this
20 Agreement, except for those parts thereby amended. No amendment to this Agreement shall be
21 effective and binding upon the parties, unless it expressly makes reference to this Agreement,
22 is in writing and is signed and acknowledged by duly authorized representatives of all parties.

23 28. ASSIGNMENT. The HOUSING AUTHORITY will not make any sale,
24 assignment, conveyance or lease of any trust or power, or transfer in any other form with
25 respect to this Agreement or the Project, without prior written approval of the AGENCY. Any
26 proposed transferee shall have the qualifications and financial responsibility, as reasonably
27 determined by the AGENCY necessary and adequate to fulfill the obligations undertaken in
28 this Agreement by the HOUSING AUTHORITY. Any proposed transferee shall, by instrument

1 in writing, for itself and its successor and assigns, and expressly for the benefit of the
2 AGENCY, assume all of the obligations of the HOUSING AUTHORITY under this
3 Agreement and agree to be subject to all the conditions and restrictions to which the
4 HOUSING AUTHORITY is subject. Thereafter, HOUSING AUTHORITY shall have no
5 further liability for obligations arising hereunder from and after the date of such assumption.

6 29. INTERPRETATION AND GOVERNING LAW. This Agreement and
7 any dispute arising hereunder shall be governed by and interpreted in accordance with the laws
8 of the State of California. This Agreement shall be construed as a whole according to its fair
9 language and common meaning to achieve the objectives and purposes of the parties hereto,
10 and the rule of construction to the effect that ambiguities are to be resolved against the drafting
11 party shall not be employed in interpreting this Agreement, all parties having been represented
12 by counsel in the negotiation and preparation hereof.

13 30. WAIVER. Failure by a party to insist upon the strict performance of any
14 of the provisions of this Agreement by the other party, or the failure by a party to exercise its
15 rights upon the default of the other party, shall not constitute a waiver of such party's right to
16 insist and demand strict compliance by the other party with the terms of this Agreement
17 thereafter.

18 31. JURISDICTION AND VENUE. Any action at law or in equity arising
19 under this Agreement or brought by a party hereto for the purpose of enforcing, construing or
20 determining the validity of any provision of this Agreement shall be filed in the consolidated
21 Courts of Riverside County, State of California, and the parties hereto waive all provisions of
22 law providing for the filing, removal or change of venue to any other court or jurisdiction.

23 32. AUTHORITY TO EXECUTE. The persons executing this Agreement or
24 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and
25 represent that they have the authority to execute this Agreement and warrant and represent that
26 they have the authority to bind the respective parties to this Agreement to the performance of
27 its obligations hereunder.

28 33. NOTICES. All notices, requests, demands and other communication

1 required or desired to be served by either party upon the other shall be addressed to the
2 respective parties as set forth below or the such other addresses as from time to time shall be
3 designated by the respective parties and shall be sufficient if sent by United States first class,
4 certified mail, postage prepaid, or express delivery service with a receipt showing the date of
5 delivery:

6
7 AGENCY

8 Executive Director
9 Redevelopment Agency
10 for the County of Riverside
11 5555 Arlington Avenue
12 Riverside, CA 92504

HOUSING AUTHORITY

Assistant County Executive Officer/EDA
Housing Authority
of the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

13 34. COUNTERPARTS. This Agreement may be signed by the different
14 parties hereto in counterparts, each of which shall be an original but all of which together shall
15 constitute one and the same agreement.

16 35. EFFECTIVE DATE. The effective date of this Agreement is the date the
17 parties sign the Agreement. If the parties sign the Agreement on more than one date, then the
18 last date the Agreement is signed by a party shall be the effective date.

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20
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28
(signatures continue on next page)

1 IN WITNESS WHEREOF, the AGENCY and the HOUSING AUTHORITY have executed
2 this Loan Agreement as of the date first above written.
3

4 ATTEST:


5 Nancy Romero
6 Clerk of the Board

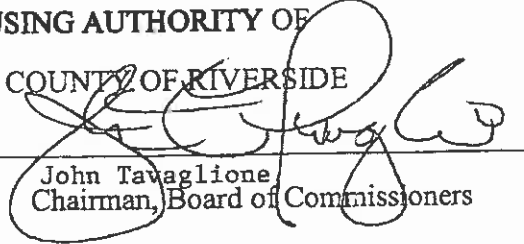
REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

7
8
9 By: 
10 Deputy

By: 
11 JOHN TAVAGLIONE
12 Chairman, Board of Directors

13 APPROVED AS TO FORM

14
15 By: 
16 AGENCY Counsel

17
18
19 HOUSING AUTHORITY OF
20 THE COUNTY OF RIVERSIDE
21 By: 
22 John Tavaglione
23 Chairman, Board of Commissioners

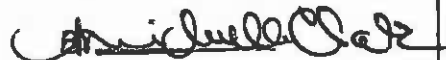
24 (All signatures on this page need to be notarized)

25 ATTEST:
26 NANCY ROMERO, Clerk of the Board

27 By: 
28 Deputy

FORM APPROVED
COUNTY COUNSEL

MAY 25 2007



STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

On this 5th day of June in the year 2007, before me, Sandi Schlemmer, Deputy Clerk of the Board of Supervisors, Riverside County, State of California, and for said County and State, personally appeared John Tavaglione personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who whose name subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Nancy Romero, Clerk of the Board of Supervisors

By: 
Deputy

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PROTION OF TRACT 179, AS SHOWN BY INDEPENDENT RESURVEY OF TOWNSHIP 7 SOUTH, RANCE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS ACCEPTED BY THE GENERAL LAND OFFICE IN 1919, LYING WESTERLY OF THE WEST BOUNDARY OF THE TOWNSITE OF RIPLEY, AS SHOWN BY MAP RECORDED IN BOOK 10, PAGE 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 7 OF SAID TOWNSITE OF RIPLEY AS SHOWN ON SAID MAP;

THENCE NORTH 0° 58' WEST, 150 FEET, ON THE WEST LINE OF SAID BLOCK, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 02' WEST, 80 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN DEED TO CHARLIE LEONARD, RECORDED APRIL 1, 1955, IN BOOK 1717 PAGE 181 AS INSTRUMENT NO. 21427 OF OFFICIAL RECORDS;

THENCE ON THE EAST, NORTH AND WEST BOUNDARIES OF THE LEONARD PARCEL, THE FOLLOWING COURSES AND DISTANCES; NORTH 50 FEET, WEST 150 FEET SOUTH 50 TO A POINT ON THE NORTH LINE OF THAT PARDEL DESCRIBED IN DEED TO PALO VERDE VALLEY UNION SCHOOL DISTRICT, RECORDED SEPTEMBER 16, 1926, IN BOOK 687, PAGE 404 AS INSTRUMENT NO. 1066 OF OFFICIAL RECORDS;

THENCE SOUTH 89° 2' WEST 1108 FEET, ON THE NORTHERLY LINE OF SAID SCHOOL DISTRICT PARCEL AND THE WESTERLY EXTENSION THEREOF, TO A POINT ON THE WEST LINE OF SAID TRACT 176;

THENCE NORTH 400.00 FEET, ON THE WEST LINE OF SAID TRACT 176, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CALIFORNIA SOUTHERN RAILROAD COMPANY LAND AS DESCRIBED IN DEED RECORDED OCTOBER 11, 1921, IN BOOK 551, PAGE 480 OF DEEDS;

THENCE EASTERLY 1338 FEET, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD PARCEL, TO THE WEST LINE OF SAID TOWNSITE OF RIPLEY;

THENCE SOUTH 0° 58' EAST 400 FEET, ON SAID WEST LINE, TO THE POINT OF BEGINNING.

EXHIBIT "B"

Project Description:

The Housing Authority proposed to renovate the 100 unit Ripley Farm Worker Center and converting the facility to a 76-unit housing complex for year round rental housing to low-income households and farm workers.

Project Sources and Uses of Funds:

Sources:

HCD Farm Worker Housing Grant	\$ 3,000,000
RDA Grant	\$ 1,000,000
Housing Authority Equity	\$ 360,000
RDA Loan (55 yrs @ 0%)	<u>\$ 7,500,000</u>
Total Development Cost	\$11,860,000

Uses:

Land and Acquisition	\$ 814,169
Site Improvements and Rehabilitation	\$ 9,296,971
Construction contingency	\$ 464,849
Housing Authority Equity Reserve	\$ 360,000
Operating Reserve (24 months)	\$ 340,000
Lease-Up Reserve and Marketing	\$ 200,000
Architectural and Engineering	\$ 300,000
Fees and Permits	<u>\$ 84,011</u>
Total Uses	\$ 11,860,000

EXHIBIT "C"

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. Architectural and Engineering Drawing	May 1, 2007
2. Building Permit and Permanent Financing Commitment	May 1, 2007
3. Begin Construction	July 1, 2007
4. Certificate of Occupancy	December 1, 2008
5. Occupancy of units	December 1, 2008
6. Submission of Final actual project costs and Sources and Uses of Funds	February 1, 2009
7. Submission of income and ethnic characteristics report	February 1, 2009

Document Submission Schedule	Submission Date
1. Weekly Certified Payroll Documentation	weekly
2. Construction Activities Reporting	monthly
3. Performance Report	yearly

EXHIBIT "D"
Deed of Trust with Assignment of Rents

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO
Redevelopment Agency for the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
ATTN: Laura Ballesteros

EXEMPT RECORDING FEE CODE 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST ("Security Instrument" or "Deed of Trust") is made on this day of JUNE 5th, 2007. The Trustors are the HOUSING AUTHORITY OF RIVERSIDE COUNTY ("Borrower"), a public agency, organized and existing under the laws of the State of California, and whose address is 5555 Arlington Avenue, Riverside, CA 92504. The trustee is RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY ("COUNTY") ("Trustee"). The Beneficiary is the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE ("Lender"), a public body, corporate and politic, and whose address is 5555 Arlington Avenue, Riverside, CA 92504. Pursuant to the terms of the First Amendment to the Rehabilitation of Real Property Agreement ("First Amendment") and underline loan documents, Borrower owes Lender the principal sum of Seven Million Five Hundred Thousand and No/100 Dollars (U.S. \$7,500,000). This debt is evidenced by Borrower's Promissory Note dated JUNE 5th, 2007 ("Note").

The Note provides that:

The principal of the loan bears simple interest of zero percent (0%) per annum. The amount due under the Promissory Note shall accrue simple interest at a rate of zero percent (0%) per annum. The term of the loan shall be fully deferred for fifty-five (55) years and the loan shall be forgiven after fifty-five (55) years.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan" or "Redevelopment Agency Loan") is being made pursuant to Community Redevelopment Law, California Health and Safety Code Section 33000 et seq.

The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest or shared appreciation as provided in the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest as provided in the Note, advanced under paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, subject to the rights of any holder of any Senior Debt (collectively, the "Senior Lien Holders") under any deed of trust securing any Senior Debt (collectively, the "Senior Deeds of Trust"), all of Borrower's right, title and interest in and to the property located in Riverside

County, California. The legal description of the property is further described in Exhibit "D1" attached hereto;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey its fee and leasehold interest in the Property, as applicable, and, except for the Senior Deeds of Trust and other encumbrances of record acceptable to the Senior Lien Holders, the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.
2. **Taxes and Insurance.** Borrower shall pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
 - a. Should Borrower fail to make any payment or to do any act herein provided, then Lender or Trustee, but without obligation so to do and upon written notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to interest due; third, to principal due; and last, to any late charges due under the Note.

- 4 Prior Deeds of Trust; Charge; Liens.** The Borrower shall perform all of the Borrower's obligations under the Senior Deeds of Trust, including Borrower's covenants to make payments when due, subject to applicable cure periods. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, subject to applicable cure periods. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
- a) Except for the liens permitted by the Lender which permitted liens include but are not limited to the Senior Deeds of Trust, Borrower shall promptly discharge any other lien which shall have attained priority over this Security Instrument unless Borrower: (1) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (2) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; (3) bond around the lien; or (4) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Except for the liens of the Senior Deeds of Trust, if Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within 30 day of the giving of notice.
- 5. Subordination.** This Deed of Trust shall be recorded in first position. There will be no subordination without approval from the Lender. Lender shall reasonably consider subordinating this Deed of Trust to the conventional construction and permanent financing of Borrower for the rehabilitation of the Project.
- 6. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods as required in the Rehabilitation of Real Property Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 8.
- a) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Borrower complies with the insurance requirements under the Senior Deeds of Trust. All original policies of insurance required pursuant to the Senior Deeds of Trust shall be held by

the Senior Lien Holders; provided, however, Lender may be named as a loss payee as its interest may appear and may be named as an additional insured. Borrower shall promptly give to Lender certificates of insurance showing the coverage is in full force and effect and that Lender is named as additional insured. In the event of loss, Borrower shall give prompt notice to the insurance carrier, the Senior Lien Holders and Lender. Lender may make proof of loss if not made promptly by the Senior Lien Holders or the Borrower.

- b) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Borrower determines that such restoration or repair is economically feasible and there is no default continuing beyond the expiration of all applicable cure periods. If Borrower determines that such restoration or repair is not economically feasible or if a default exists after expiration of all applicable cure periods, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.
- c) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of Note. If under paragraph 23 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.
- d) Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holders to collect and apply such proceeds in accordance with the Senior Deeds Trust.

7. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application

process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrowers use of Property for affordable housing. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

- a) The Borrower acknowledges that this Property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the Property is located), limiting the Property's use to "low-income housing" (within the meaning of California Community Redevelopment Law) for low-income households earning no more than eighty percent (80%) of the median income within Riverside County. The use and occupancy restrictions may limit the Borrower's ability to rent the Property. The violation of any use and occupancy restrictions may, if not prohibited by federal law, entitle the Lender to the remedies provided in Section 23 hereof.

8. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then, subject to any applicable grace periods or cure periods, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument (including sums secured by the Senior Deeds of Trust), appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 8, Lender does not have to do so.

- a. Any amounts disbursed by Lender under this paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
- b. Prior to taking any actions under this Section 8, however, Lender shall notify the Senior Lien Holder of such default in the manner provided in Section 23 of this Security Instrument, and shall provide the Senior Lien Holder with the opportunity to cure any such default under this Security Instrument. All amounts advanced by a Senior Lien Holder to cure a default hereunder shall be deemed advanced by such Senior Lien Holder and shall be secured by the applicable Senior Deed of Trust. In addition, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior

Lien Holders at least 60 days' prior written notice. Any action by Lender hereunder to foreclose or accept a deed in lieu of foreclosure shall be subject to the "due on sale" provisions of the Senior Deeds of Trust.

- c. Lender and Borrower further agree that a default hereunder shall constitute a default under the Senior Deed of Trust. In the event of a default hereunder, the Senior Lien Holder shall have the right to exercise all rights and remedies under the Senior Deed of Trust.

9. Mortgage Insurance. (Not used)

10. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of the Senior Deeds of Trust.

- a. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Notwithstanding the foregoing, so long as the value of Lender's lien is not impaired, any condemnation proceeds may be used by Borrower for repair and/or restoration of the project.
- b. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

- c. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Except in connection with any successor in interest approved by lender, extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several.

14. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be promptly refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower's mailing address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice required to be given to a Senior Lien Holder shall be given by first class mail to any Senior Lien Holder at such address Senior Lien Holder designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

16. Governing Law; Severability. This Security Instrument shall be governed by state law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. Except for a conveyance to the trustee under the Senior Deeds of Trust, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent (including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for "low-income housing" within the meaning of California Community Redevelopment Law) Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Nothing in this Security Instrument shall be deemed to require Lender's approval of a transfer of limited partnership interests in the Borrower.

- a. If Lender exercises the foregoing option, Lender shall give Borrower prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- b. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder.
- c. The Borrower and the Lender agree that whenever the Note or this Security Instrument gives the Lender the right to approve or consent with respect to any matter affecting the Property (or the construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the Senior Lien Holders pursuant to the Senior Deeds of Trust, the Senior Lien Holders' approval or consent or failure to approve or consent, as the case may be, shall be binding on the Borrower and the Lender.

19. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under

this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 18.

20. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 15 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

21. No Assignment. Until the loans secured by the Senior Deeds of Trust have been satisfied in full, the Lender and the Borrower agree that the Note and the Security Instrument will not be assigned without the Senior Lien Holders' prior written consent.

22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses, construction, and to maintenance of the Property.

a. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified in writing by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, the Borrower shall notify the Senior Lien Holders that such remedial action is necessary and shall obtain the Senior Lien Holders' prior written consent for such remedial action.

b. As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the

following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

23. Acceleration; Remedies. Lender shall give notice to Borrower, Borrower's investment limited partner (the "Investment Limited Partner") and the Senior Lien Holders prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower and the Investment Limited Partner (and with respect to a Senior Lien Holder, 60 days from the date the notice is given to such Senior Lien Holder), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured by the Borrower on or before the date specified in the notice, and the Senior Lien Holders or the Investment Limited Partner have not exercised their right to cure the default, then Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Section 8 above, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holders, the Special Limited Partner and the Investment Limited Partner at least 60 days' prior written notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- a. If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.
- b. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements

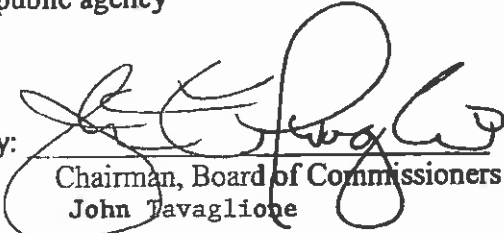
made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

24. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
25. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
26. **Modification of Senior Deeds of Trust Loan Documents.** The Lender consents to any agreement or arrangement in which a Senior Lien Holder waives, postpones, extends, reduces or modifies any provisions of the applicable Senior Deed of Trust loan documents, including any provisions requiring the payment of money.
27. **Prohibition against tenancy under foreclosure.** Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.
28. **General Partner Change.** The withdrawal, removal, and/or replacement of a general partner of the Borrower pursuant to the terms of the Partnership Agreement of Borrower (as the same may be amended from time to time) shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to Lender and is selected with reasonable promptness. Any proposed General Partner replacement shall have the qualifications and financial responsibility as reasonably determined by the Lender necessary and adequate to fulfill the obligations undertaken in the Lender Agreement, as amended.
29. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one (1) and the same instrument.

BY SIGNING BELOW, the Borrower and the Lender accept and agree to the terms and covenants contained in this Security Instrument.

BORROWER:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE,
a public agency

By: 
Chairman, Board of Commissioners
John Tavaglione

ATTEST:
NANCY ROMERO, Clerk of the Board

By: 
Deputy

LENDER:

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: 
Chairman, Board of Directors
JOHN TAVAGLIONE

ATTEST:

NANCY ROMERO
Clerk of the Board


Deputy

APPROVED AS TO FORM

By: 
Agency Counsel

(All signatures on this page need to be notarized)

FORM APPROVED
COUNTY COUNSEL

MAY 25 2007



STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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On this 5th day of June in the year 2007, before me, Sandi Schlemmer, Deputy Clerk of the Board of Supervisors, Riverside County, State of California, and for said County and State, personally appeared John Tavaglione personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who whose name subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Nancy Romero, Clerk of the Board of Supervisors

By: 
Deputy

(SEAL)

Exhibit "D1"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PROTION OF TRACT 179, AS SHOWN BY INDEPENDENT RESURVEY OF TOWNSHIP 7 SOUTH, RANCE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS ACCEPTED BY THE GENERAL LAND OFFICE IN 1919, LYING WESTERLY OF THE WEST BOUNDARY OF THE TOWNSITE OF RIPLEY, AS SHOWN BY MAP RECORDED IN BOOK 10, PAGE 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 7 OF SAID TOWNSITE OF RIPLEY AS SHOWN ON SAID MAP;

THENCE NORTH 0° 58' WEST, 150 FEET, ON THE WEST LINE OF SAID BLOCK, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 02' WEST, 80 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN DEED TO CHARLIE LEONARD, RECORDED APRIL 1, 1955, IN BOOK 1717 PAGE 181 AS INSTRUMENT NO. 21427 OF OFFICIAL RECORDS;

THENCE ON THE EAST, NORTH AND WEST BOUNDARIES OF THE LEONARD PARCEL, THE FOLLOWING COURSES AND DISTANCES; NORTH 50 FEET, WEST 150 FEET SOUTH 50 TO A POINT ON THE NORTH LINE OF THAT PARDEL DESCRIBED IN DEED TO PALO VERDE VALLEY UNION SCHOOL DISTRICT, RECORDED SEPTEMBER 16, 1926, IN BOOK 687, PAGE 404 AS INSTRUMENT NO. 1066 OF OFFICIAL RECORDS;

THENCE SOUTH 89° 2' WEST 1108 FEET, ON THE NORTHERLY LINE OF SAID SCHOOL DISTRICT PARCEL AND THE WESTERLY EXTENSION THEREOF, TO A POINT ON THE WEST LINE OF SAID TRACT 176;

THENCE NORTH 400.00 FEET, ON THE WEST LINE OF SAID TRACT 176, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CALIFORNIA SOUTHERN RAILROAD COMPANY LAND AS DESCRIBED IN DEED RECORDED OCTOBER 11, 1921, IN BOOK 551, PAGE 480 OF DEEDS;

THENCE EASTERLY 1338 FEET, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD PARCEL, TO THE WEST LINE OF SAID TOWNSITE OF RIPLEY;

THENCE SOUTH 0° 58' EAST 400 FEET, ON SAID WEST LINE, TO THE POINT OF BEGINNING.

EXHIBIT “E”

Promissory Note

PROMISSORY NOTE

\$7,500,000

Riverside, CA

In installments as hereafter stated, for value received, the Housing Authority of the County of Riverside, a public agency, organized and existing under the laws of the State of California, (hereinafter referred to as "Borrower") promises to pay the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "Lender"), or order, at 5555 Arlington Avenue, Riverside, California, 92504, the sum of Seven Million Five Hundred Thousand and No/100 Dollars (US \$7,500,000) with simple interest on the unpaid principal amount, at the rate of zero percent (0%) percent per annum, interest and principal payable as follows:

The principal of the loan bears simple interest of zero percent (0%) per annum. The amount due under the Promissory Note shall accrue simple interest at a rate of zero percent (0%) per annum. The term of the loan shall be fully deferred for fifty-five (55) years and the loan shall be forgiven after fifty-five (55) years.

Prepayment. Prepayment of principal or interest may occur at any time without penalty. However, the affordability requirements outlined in Section 4 iii of AGENCY's Rehabilitation of Real Property Agreement shall remain in full force and effect for fifty-five (55) years after the issuance of the Certificate of Occupancy for the Project.

In any action commenced to enforce the obligation of the Borrower, and any partner, trustee, or beneficiary of the Borrower to pay principal and interest under this Note, the judgment shall not be enforceable personally against the Borrower or the Borrower's assets, and the recourse of the AGENCY for the collection of such amounts shall be limited to actions against the Property described in the AGENCY Deed of Trust executed by the Borrower to secure this Note and the rents, profits, issues, products, and income from the Property.

Should default be made in payment of principal and interest when due and such default shall continue beyond the applicable notice and cure period provided in the AGENCY Deed of Trust, the whole sum of principal and interest shall become immediately due at the option of the holder of this Note. Principal and interest are payable in lawful money of the United States. If action be instituted on this Note, the undersigned promises to pay such sums as the Court may fix as attorney's fees.

The Borrower and its partners, officers, and directors shall not have direct or indirect personal liability for payment of the principal of, or interest on, the AGENCY Loan or the performance of the Borrower's obligations under the AGENCY documents. The sole recourse of the AGENCY with respect to payment of the principal of, or interest on, the AGENCY Loan, shall be to the Property. This nonrecourse provision does not limit or impair the enforcement against all such security for the AGENCY Loan of all the rights and remedies of the AGENCY, nor does it impair the right of the AGENCY to assert the unpaid principal amount of the AGENCY Loan as a demand for money within the meaning of California Code of Civil Procedure Section 431.70 or any successor provision. In addition, this nonrecourse provision does not relieve the Borrower of personal liability for any of the following (i) fraud or willful misrepresentation; (ii) the failure to

pay taxes, assessments, or other charges that could create statutory liens on the Project and that are payable or applicable prior to any foreclosure under the AGENCY Deed of Trust; (iii) the fair market value of any personal property of fixtures removed or disposed of by the Borrower other than in accordance with the AGENCY Deed of Trust; (iv) the willful misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss, or destruction to any portion of the Project (to the extent of the misapplied proceeds or awards); and (v) any rental income or other income arising with respect to the Project received by the Borrower after the AGENCY has properly exercised its rights under the AGENCY Deed of Trust to receive such income upon an Event of Default (as defined under the AGENCY Deed of Trust).

Executed at Riverside, California, on June 5, 2007.

BORROWER:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE,

By: 

Chairman, Board of Commissioners
John Tavaglione

(All signatures on this page need to be notarized)

ATTEST:

NANCY ROMERO, Clerk of the Board

By: 

Deputy

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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On this 5th day of June in the year 2007, before me, Sandi Schlemmer, Deputy Clerk of the Board of Supervisors, Riverside County, State of California, and for said County and State, personally appeared John Tavaglione personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who whose name subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Nancy Romero, Clerk of the Board of Supervisors

By 
Deputy

(SEAL)

ATTACHMENT NO. 5
(Behind this page)

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1 No Fee for Recording Pursuant to
2 6103 Government Code
3 Order No.
4 Escrow No.
5 Loan No.

6 RECORDING REQUESTED BY AND
7 WHEN RECORDED MAIL TO:

8 Redevelopment Agency
9 for the County of Riverside
10 1325 Spruce Street, Ste. 400
11 Riverside, CA 92507
12 Attn. Laura Ballesteros

13 SPACE ABOVE THIS LINE FOR RECORDERS USE

14 **FIRST AMENDMENT TO LOAN AGREEMENT**
15 **FOR THE REHABILITATION OF**
16 **THE RIPLEY FARM WORKER HOUSING CENTER**

17 This First Amendment to Loan Agreement (the "First Amendment") is entered into
18 effective this 26th day of February, 2008, by and between the REDEVELOPMENT
19 AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic (herein
20 after referred to as "AGENCY") and the HOUSING AUTHORITY OF THE COUNTY OF
21 RIVERSIDE, a public agency, organized and existing under the laws of the State of California
22 (hereinafter referred to as "HOUSING AUTHORITY") for the rehabilitation of the "Ripley Farm
23 Worker Center" (hereinafter referred to as the "Project") , as specifically identified in Exhibit
24 "A" attached hereto and incorporated herein by reference.

25 WITNESSETH:

26 WHEREAS, the AGENCY and the HOUSING AUTHORITY entered into a Loan
27 Agreement (hereinafter referred to as the "Agency Loan Agreement"), dated June 5, 2007; and

28 WHEREAS, under the terms and conditions of the Agency Loan Agreement, the
AGENCY has provided to HOUSING AUTHORITY funds in the original principal amount of
Seven Million Five Hundred Thousand dollars (\$7,500,000) (hereinafter referred to as the
"Agency Loan") for the substantial increase in construction costs and operating expenses; and

1 WHEREAS, concurrently with the Agency Loan Agreement, a promissory note
2 (hereinafter referred to as the "Agency Note") was executed by HOUSING AUTHORITY
3 evidencing this loan and a deed of trust (hereinafter referred to as the "Agency Deed of Trust")
4 in favor of the AGENCY; and

5 WHEREAS, the HOUSING AUTHORITY desires to amend the Agency Loan
6 Agreement to convert the Agency Loan to a grant (hereinafter referred to as the "Agency Grant"),
7 and the AGENCY is willing to grant such request.

8 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual
9 covenants and conditions hereinafter set forth, the AGENCY and the HOUSING AUTHORITY
10 do hereby agree as follows:

11 1. The Agency Loan Agreement is hereby modified to reflect the conversion of the
12 Agency Loan principal amount of \$7,500,000 to a grant of \$7,500,000;

13 2. The Agency Note and the Agency Deed of Trust are hereby reconveyed to the
14 HOUSING AUTHORITY;

15 3. This First Amendment shall be recorded as a lien on the Property. All references
16 in the Agency Loan Agreement to the principal sum amount are hereby amended to read Agency
17 Grant; and

18 4. All other terms and conditions of the Agency Loan Agreement remain unmodified
19 and in full force and effect.

20 This Agreement may be signed by the different parties hereto in counterparts, each of
21 which shall be an original but all of which together shall constitute one and the same agreement.

22
23 (signatures continue on next page)
24
25
26
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1 IN WITNESS WHEREOF, the AGENCY and the HOUSING AUTHORITY have executed this
2 Agreement as of the date first above written.

3
4 ATTEST:

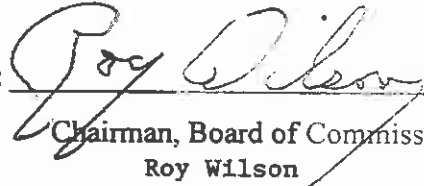
REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

5 Nancy Romero
6 Clerk of the Board

7 
8 Deputy Clerk

By: 
Chairman, Board of Directors
Roy Wilson

9
10 HOUSING AUTHORITY OF
THE COUNTY OF RIVERSIDE

11
12
13 By: 
14 Chairman, Board of Commissioners
15 Roy Wilson

16
17 APPROVED AS TO FORM

18
19 By: 
AGENCY Counsel Michelle Clark

20
21 (All signatures on this page need to be notarized)

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

On February 26, 2008, before me, Sandi Schlemmer, Deputy Clerk, personally appeared Roy Wilson, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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

Nancy Romero
Clerk of the Board of Supervisors

By: 
Deputy

(SEAL)

Exhibit "A"

Address: 24-501 School Road, Ripley CA 92272

Assessor's Parcel Number: 872-210-023

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PROTION OF TRACT 179, AS SHOWN BY INDEPENDENT RESURVEY OF TOWNSHIP 7 SOUTH, RANCE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS ACCEPTED BY THE GENERAL LAND OFFICE IN 1919, LYING WESTERLY OF THE WEST BOUNDARY OF THE TOWNSITE OF RIPLEY, AS SHOWN BY MAP RECORDED IN BOOK 10, PAGE 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 7 OF SAID TOWNSITE OF RIPLEY AS SHOWN ON SAID MAP;

THENCE NORTH 0° 58' WEST, 150 FEET, ON THE WEST LINE OF SAID BLOCK, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 02' WEST, 80 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN DEED TO CHARLIE LEONARD, RECORDED APRIL 1, 1955, IN BOOK 1717 PAGE 181 AS INSTRUMENT NO. 21427 OF OFFICIAL RECORDS;

THENCE ON THE EAST, NORTH AND WEST BOUNDARIES OF THE LEONARD PARCEL, THE FOLLOWING COURSES AND DISTANCES; NORTH 50 FEET, WEST 150 FEET SOUTH 50 TO A POINT ON THE NORTH LINE OF THAT PARDEL DESCRIBED IN DEED TO PALO VERDE VALLEY UNION SCHOOL DISTRICT, RECORDED SEPTEMBER 16, 1926, IN BOOK 687, PAGE 404 AS INSTRUMENT NO. 1066 OF OFFICIAL RECORDS;

THENCE SOUTH 89° 2' WEST 1108 FEET, ON THE NORTHERLY LINE OF SAID SCHOOL DISTRICT PARCEL AND THE WESTERLY EXTENSION THEREOF, TO A POINT ON THE WEST LINE OF SAID TRACT 176;

THENCE NORTH 400.00 FEET, ON THE WEST LINE OF SAID TRACT 176, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CALIFORNIA SOUTHERN RAILROAD COMPANY LAND AS DESCRIBED IN DEED RECORDED OCTOBER 11, 1921, IN BOOK 551, PAGE 480 OF DEEDS;

THENCE EASTERLY 1338 FEET, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD PARCEL, TO THE WEST LINE OF SAID TOWNSITE OF RIPLEY;

THENCE SOUTH 0° 58' EAST 400 FEET, ON SAID WEST LINE, TO THE POINT OF BEGINNING.

ATTACHMENT NO. 6

(Behind this page)

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NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

Order No.
Escrow No.
Loan No.

DOC # 2010-0148937

04/01/2010 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records
County of Riverside
Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Economic Development Agency
1325 Spruce Street, Suite 400
Riverside, CA 92507
Attn. Der Xiong

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**SECOND AMENDMENT TO THE LOAN AGREEMENT FOR THE
REHABILITATION OF RIPLEY FARM WORKER HOUSING CENTER**

This Second Amendment to that certain Loan Agreement for the Rehabilitation of the Ripley Farm Worker Housing Center dated June 5, 2007, ("Second Amendment") is entered into this 19th day of May, 2009, ("Effective Date") by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE ("AGENCY"), a public body, corporate and politic and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, public agency, organized and existing under the laws of the State of California ("HOUSING AUTHORITY").

WITNESSETH:

WHEREAS, on June 5, 2007, the AGENCY and the HOUSING AUTHORITY entered into that certain Loan Agreement for the Rehabilitation of the Ripley Farm Worker Housing Center in the amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) ("Agency Loan Agreement") for the rehabilitation and renovation of the Ripley Farm Worker Housing Center ("Project"); and

WHEREAS, on February 26, 2008, the AGENCY and the HOUSING AUTHORITY entered into the First Amendment to the Agency Loan Agreement, which converted the AGENCY's loan into a grant ("Agency Grant"); and

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1 **WHEREAS**, the total amount of the Agency Grant is Seven Million Five Hundred
2 Thousand Dollars (\$7,500,000); and

3 **WHEREAS**, the HOUSING AUTHORITY completed the Project and renamed the
4 complex the Desert Rose Apartments; and

5 **WHEREAS**, the HOUSING AUTHORITY is facing many challenges in leasing the
6 newly renovated Desert Rose Apartments and is requesting an additional grant from the
7 AGENCY, not to exceed the amount of Two Hundred Thousand (\$200,000); and

8 **WHEREAS**, this additional grant will be used to provide subsidies to, or for the benefit
9 of, extremely low income households, very low income households, lower income households
10 or persons and families of low or moderate income; and

11 **WHEREAS**, providing this additional grant to the HOUSING AUTHORITY will assist
12 the AGENCY in increasing, improving and preserving the community's supply of low and
13 moderate income housing available at affordable housing cost; and

14 **WHEREAS**, the Agency is willing to provide an additional \$200,000 to the HOUSING
15 AUTHORITY.

16 **NOW, THEREFORE**, in consideration of the foregoing, and the promises and mutual
17 covenants and conditions hereinafter set forth, the AGENCY and the HOUSING
18 AUTHORITY do hereby agree as follows:

- 19 1. The Agency Grant shall be increased by \$200,000; and
- 20 2. The Agency Loan Agreement, as amended by the First Amendment, is hereby
21 modified and amended to reflect a grant of Redevelopment Agency Low- and
22 Moderate Income Housing Funds in the total amount of \$7,700,000; and
- 23 3. The Agency Loan Agreement, First Amendment and this Second Amendment
24 contain the entire understanding and agreement of the parties hereto. There are
25 no oral or written representations, understandings, or ancillary covenants,
26 undertakings or agreements, which are not contained or expressly referred to
27 within this Agreement; and
28



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- 1 4. All other terms and conditions of the Agency Loan Agreement and the First
- 2 Amendment remain unmodified and in full force and effect; and
- 3 5. This Second Amendment may be signed by the different parties hereto in
- 4 counterparts, each of which shall be an original, but all of which together shall
- 5 constitute one and the same agreement.

6

7 **IN WITNESS WHEREOF**, the AGENCY and the HOUSING AUTHORITY

8 have executed this Second Amendment as of the date first above written.

9

10 REDEVELOPMENT AGENCY

HOUSING AUTHORITY

11 FOR THE COUNTY OF RIVERSIDE

OF THE COUNTY OF RIVERSIDE

12

13 By: Jeff Stone
JEFF STONE
Chairman, Board of Directors

By: Jeff Stone
JEFF STONE
Chairman, Board of Commissioners

14

15

16

17 ATTEST:

18 KECIA HARPER-IHEM, Clerk of the Board

19

20 By: [Signature]
Deputy

21

22 APPROVED AS TO FORM

23 PAMELA J. WALLS

24 Agency Counsel

25

26 By: Michelle Clark 5/11/09
Deputy Michelle Clark



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3 of 4



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P O Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Board of Supervisors
Riverside County California
Michelle Clark
Established 1893

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Date: 4/1/2010

Signature: Mary J. Lowe

Print Name: Mary J. Lowe

ATTACHMENT 3

[Behind this page]

DOC # 2005-1007972

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Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

REDEVELOPMENT AGENCY
FOR THE CO OF RIVERSIDE
3333 ARLINGTON AVE.
RIVERSIDE, CA 91710



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Title of Document

REHABILITATION OF REAL PROPERTY AGREEMENT
BY + BETWEEN THE
REDEVELOPMENT AGENCY FOR THE CO. OF RIVERSIDE
AND THE
HOUSING AUTHORITY OF THE CO. OF RIV.

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

REHABILITATION OF REAL PROPERTY AGREEMENT

BY AND BETWEEN THE

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

AND THE

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

This AGREEMENT is made this 17th day of Nov. 2005, by and between the Redevelopment Agency for the County of Riverside, herein called "RDA", and the Housing Authority of the County of Riverside, herein called "HOUSING AUTHORITY".

RECITALS

- I. WHEREAS, RDA is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and
- II. WHEREAS, HOUSING AUTHORITY is a corporate and politic public body duly created, established and authorized to carry out housing developments for persons of low-income as authorized by Part 2 of Division 24 of the California Health and Safety Code (commencing with Section 34200); and
- III. WHEREAS, RDA endeavors to provide affordable, safe and sanitary housing opportunities to low-income and special-needs households within the County of Riverside; and
- IV. WHEREAS, HOUSING AUTHORITY owns PROPERTY, commonly known as the Ripley Farm Worker Housing Center, located at 24-501 School Road, Ripley, CA 92272 ("PROPERTY"); and
- V. WHEREAS, HOUSING AUTHORITY proposes to rehabilitate the 100-unit PROPERTY for the purpose of continuing affordable housing to farm workers and their families and has requested RDA financial assistance; and

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Ripley Rehabilitation Agreement



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VI. WHEREAS, HOUSING AUTHORITY wishes, accepts and agrees to operate PROPERTY and related facilities as an affordable housing rental facility.

NOW, THEREFORE, BE IT RESOLVED found and determined that for the mutual promises contained herein, the parties hereto agree as follows:

1) DEFINITIONS

- a) Improvements mean the renovation of a one hundred (100) -unit rental housing complex, as described in EXHIBIT B. The improvements include the rehabilitation and conversion to a seventy-six (76) unit housing complex for permanent and year-round, affordable rental housing to low-income households and farm workers. In addition, the rehabilitation will include modification for handicap accessibility compliance, replacement and conversion of system and structural components, all ancillary improvements, and all on-site infrastructure necessary for the utilization of such apartment including, streets, curbs, gutters, storm drains, and utilities.
- b) Low-Income Household shall have the same meaning as set forth in the Community Redevelopment Law commencing with Health and Safety Code §33000.
- c) Project means the rehabilitation and construction of the improvements on the Property, as hereinafter defined, in accordance with the Site Plan.
- d) Property is that certain real property described in EXHIBIT A attached hereto and incorporated herein by this reference.
- e) RDA Rehabilitation Funding shall mean a total subsidy of the development costs by means of a grant in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000).
- f) Schedule of Performance means the schedule attached hereto as EXHIBIT C to this AGREEMENT, which is incorporated herein by this reference.
- g) Useful Life of the Project means a period of fifty-five (55) years. The term shall commence upon completion of the rehabilitation and issuance of occupancy permits.

2) REHABILITATION OF THE PROPERTY

- a) Rehabilitation of the Property. HOUSING AUTHORITY shall construct the improvements on PROPERTY in accordance with the Site Plan for rehabilitation approved by County of Riverside and any other conditions of approval, and all terms, conditions and requirements of this AGREEMENT, including the Schedule of Performance, it being agreed that construction improvements, in accordance with the Site Plan and all conditions of approval, and all terms hereof, is of the essence of this AGREEMENT. In connection with such construction, HOUSING AUTHORITY shall



comply with all applicable local ordinances. The Project shall be completed in accordance with the Schedule of Performance.

- b) RDA Construction Funding. RDA agrees to provide grant funding in the amount of ONE MILLION DOLLARS (\$1,000,000) towards the total rehabilitation cost. The contribution from RDA shall be required to be accompanied by a recorded Covenant Agreement, attached herewith, as EXHIBIT D. Said Covenant Agreement shall be recorded with the Clerk and Recorder's Office of Riverside County and shall remain under recordation for a minimum life of fifty-five (55) years and shall be recorded to encumber the entire proposed parcel.
- c) RDA's Right to Review Plans and Specifications. In connection with construction of the Project, HOUSING AUTHORITY shall comply in all respects with plans and specifications approved by RDA in accordance with this AGREEMENT. HOUSING AUTHORITY shall also prepare plans and specifications that shall comply with applicable local ordinances and any and all applicable federal, state and local laws, rules and regulations. RDA shall have the right to review and approve all plans and specifications for the Project, as hereinafter provided, so as to ensure that the improvements are, in RDA's sole discretion, being constructed to the quality described in the Site Plan.
- d) Final Construction Drawings and Related Documents. HOUSING AUTHORITY shall prepare and submit to RDA, for review and written approval by RDA, Final Construction Drawings, which shall include, without limitation, complete construction documents, site development elevations, final landscaping and finish grading plans, and related documents. Final Construction Drawings are hereby defined as those in sufficient detail necessary to obtain building permits.
- e) Approval of Plans. RDA shall approve or disapprove the Final Construction Drawings, in a timely fashion. Any disapproval shall state in writing the reasons for disapproval. HOUSING AUTHORITY, upon receipt of disapproval, shall revise such portions of the plans, drawings or related documents in a manner that satisfies the reasons for disapproval and shall resubmit such revised portions to RDA as soon as possible after receipt of the notice of disapproval. RDA shall approve or disapprove such revised portions in the same manner as provided in this AGREEMENT for approval or disapproval of plans, drawings, and related documents initially submitted to the County. Any items submitted to and approved by the County shall not be subject to subsequent disapproval.
- f) Changes in Construction Drawings. If HOUSING AUTHORITY desires to make any changes in the Final Construction Drawings and related documents (other than minor

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Ripley Rehabilitation Agreement



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- f) Changes in Construction Drawings. If HOUSING AUTHORITY desires to make any changes in the Final Construction Drawings and related documents (other than minor changes required by field conditions) after their approval by RDA, HOUSING AUTHORITY shall submit the proposed changes to RDA for approval. If approved, RDA shall notify HOUSING AUTHORITY of such approval in writing within fourteen (14) days after submission to RDA. Any proposed change in the Final Construction Drawings shall, in any event, be deemed disapproved by the County unless approved, in whole or in part, by written notice thereof by RDA to HOUSING AUTHORITY within such fourteen (14) day period. HOUSING AUTHORITY, upon disapproval, shall revise such portions as are disapproved and resubmit them to RDA.
- g) Cost of Construction.
- i) Except as shown on EXHIBIT E, the cost of the Project, including the costs for developing and constructing those improvements which HOUSING AUTHORITY has agreed to construct pursuant to this AGREEMENT shall be borne by HOUSING AUTHORITY.
 - ii) Disbursement process. RDA shall pay HOUSING AUTHORITY the sum specified in this AGREEMENT on a "cost-as-incurred" basis for all approved costs, subject to a ten percent (10%) holdback; provided, however, there will be no disbursement of funds until the following events first occur:
 - (1) The ten percent (10%) holdback shall not be required if the HOUSING AUTHORITY posts a completion bond which provides for completion of the entire Project. In the absence of said completion bond, the ten percent (10%) holdback shall not be released until construction of the Project is complete and a Notice of Completion has been recorded and filed with the County Recorder's Office.
- h) Construction Schedule.
- i) HOUSING AUTHORITY shall begin and complete all construction of the Project within the times specified in the Schedule of Performance or such reasonable extension of said dates as may be granted by this AGREEMENT or by RDA. After commencement of construction, HOUSING AUTHORITY shall diligently pursue completion of the Project. In any event, the improvements constituting the Project shall be completed no later than the date set forth in the Schedule of Performance. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between HOUSING AUTHORITY and RDA.
 - ii) HOUSING AUTHORITY shall give written notification to RDA prior to the start of construction. HOUSING AUTHORITY shall report to RDA on construction progress and on HOUSING AUTHORITY's compliance with the plans and specifications,



- i) Construction Contract(s). The rehabilitation and construction of the improvements shall be accomplished by a written contract or contract(s) ("Construction Contract(s)"), which Construction Contract(s) shall obligate reputable and financially responsible contractors ("Contractor(s)"), licensed in California, and experienced in completing the type of improvements contemplated by this AGREEMENT, to commence and complete the construction of such improvements in accordance with this AGREEMENT and all applicable laws. The Construction Contract(s) shall be guaranteed maximum cost contract(s) insuring rehabilitation and construction of the improvements for a fixed price, subject to such reasonable adjustments as are customarily allowed with respect to construction contracts.
- j) Local, State and Federal Laws. HOUSING AUTHORITY shall carry out the rehabilitation and construction of the improvements in conformity with all applicable federal, state and local laws and regulations. HOUSING AUTHORITY represents and warrants that all of the improvements to be constructed by HOUSING AUTHORITY shall be constructed in compliance with the current County of Riverside and State of California standards and laws.
- k) Prevailing Wages. With respect to the constructions of the improvements set forth herein and in Site Plan, contractor(s) and subcontractor(s) shall pay prevailing wages in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, et seq., and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776 and complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Such requirements are set forth in greater detail in the Prevailing Wage Requirements, attached hereto as EXHIBIT F, which is incorporated herein. At the request of RDA, HOUSING AUTHORITY shall periodically submit (or cause to be submitted) to RDA a certified and completed Public Works Payroll Reporting Form, as published by the California Department of Industrial Relations. HOUSING AUTHORITY shall be liable for the payment of prevailing wages through completion of the Project.
- l) County and Other Governmental County Permits and Approvals. Before commencement of construction or development of any work of improvement, HOUSING AUTHORITY shall (at HOUSING AUTHORITY's expense) secure, or cause to be secured, any and all permits which may be required by the County of Riverside or any other governmental agency having jurisdiction over such construction or development.
- m) Anti-discrimination. HOUSING AUTHORITY for itself and its successors and assigns agrees that it shall not discriminate against any employee or applicant for employment



because of age, sex, marital status, race, handicap, color, religion, creed, ancestry, or national origin in the construction of the improvements constituting the Project.

- n) Housing Affordability Requirements. In developing and completing the Project, HOUSING AUTHORITY agrees to comply with all housing affordability requirements set forth in Community Redevelopment Law, including but not limited to those provisions set forth at Section 33334.2 and 33334.3 of the California Health and Safety Code. HOUSING AUTHORITY understands and agrees that this requires the calculation of housing affordability costs found in Section 50053 of the Health and Safety Code and the implementing regulations (Cal. Code Regs., title 25, Section 6910 et seq.,) as well as calculation of income limits of prospective tenants.

3) LIMITATIONS ON TRANSFERS AND SECURITY INTERESTS

- a) Limitation as to Transfer of the Property and Assignment of Agreement. HOUSING AUTHORITY shall not, except as permitted by this AGREEMENT, assign or attempt to assign this AGREEMENT or any right herein, nor sell, transfer, convey, lease, mortgage, encumber, or hypothecate the whole or any part of PROPERTY without the prior written approval of RDA. RDA may grant or withhold such consent in its sole and absolute discretion. This prohibition shall not be deemed to prevent the (i) granting of easements or permits to facilitate the rehabilitation of PROPERTY, or (ii) any mortgage or deed of trust permitted by this AGREEMENT.
- b) Security Financing; Right of Holders.
- i) No Encumbrances; except Mortgages, Deeds of Trust or other Conveyance for Financing for Development.
- ii) Notwithstanding any other provision herein to the contrary, mortgages, deeds of trust or any other form of encumbrance or conveyance required for any reasonable method of financing is permitted, but only with the prior written approval of RDA (which approval shall not unreasonably be withheld), and only for the purpose of securing loans of funds to be used for financing the direct and indirect costs of the Project (including reasonable and customary developer fees, loan fees and costs, and other normal and customary project costs). The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing commonly used in real estate acquisition, construction and land development.
- iii) Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. Whenever RDA shall deliver a notice or demand to HOUSING AUTHORITY with respect to any breach or default by HOUSING AUTHORITY in completion of rehabilitation of the improvements, RDA shall at the same time deliver a copy of such notice or demand to each holder of record of any first mortgage, deed



of trust or other security interest authorized by this AGREEMENT who has previously made a written request to RDA for special notice hereunder. No notice of default to HOUSING AUTHORITY shall be effective against any such holder unless given to such holder as aforesaid. Such holder shall (insofar as the rights of RDA are concerned) have the right, at its option, within thirty (30) days after receipt of the notice, to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien of its security interest. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession, such holder shall seek to obtain possession with diligence and continuity through a receiver or otherwise and shall remedy or cure such default within a reasonable period of time as necessary to remedy or cure such default of HOUSING AUTHORITY.

- c) Noninterference with Holders. The provisions of this AGREEMENT do not limit the right of holders to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering PROPERTY and the improvements thereon, or the right of holders to pursue any remedies for the enforcement of any pledge or lien encumbering PROPERTY; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, or sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and PROPERTY, shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of this AGREEMENT and all documents and instruments recorded pursuant hereto.

4) USE OF THE PROPERTY

- a) Uses. HOUSING AUTHORITY covenants and agrees for itself, and its successors and its assigns, that HOUSING AUTHORITY, such successors, and such assignees shall use PROPERTY for permanent and year-round rental housing to low-income farm worker households and, said Covenant to use PROPERTY for this use shall run with the land for the benefit of RDA for the purpose of protecting the interest of the community, and shall be binding on HOUSING AUTHORITY and all successors in interest of HOUSING AUTHORITY. RDA shall have the right, if such covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled, including, without limitation, specific performance, damages, and injunctive relief. Specifically, HOUSING AUTHORITY covenants and agrees that:



- i) Maintenance of Property. The housing Project will be maintained at all times in a safe and sanitary condition in accordance with standards prescribed by state, local and federal law.
- ii) Conventional Standard Housing. All units in the Project shall be offered as Conventional Housing. Conventional Housing is defined as housing that is of standard design and quality.
- iii) Affordable Units. The Project shall contain affordable units as follows:
 - (1) HOUSING AUTHORITY shall reserve one hundred percent (100%) of the total units for low-income households. Such units shall be referred to as "Affordable Units" for purposes of this AGREEMENT.
 - (2) HOUSING AUTHORITY agrees that all of the apartment units will remain affordable, as that term applies in Section 33334.2 and 33334.3 of the California Health and Safety Code, as per attached EXHIBIT G, for a period not less than fifty-five (55) years. The fifty-five (55) year term shall commence at the issuance of occupancy permits. A covenant or restriction shall be recorded in the office of the Riverside County Recorder and shall run with the land and shall be enforceable, against the original owner and successors in interest, by RDA.
 - (3) HOUSING AUTHORITY agrees to use RDA funds for only those purposes specifically set forth in Cost Schedule, EXHIBIT E. HOUSING AUTHORITY shall comply with all laws, regulations and ordinances in the use of said funds.
 - (4) Tenant Occupancy. Domestic farm labor and their families will be given priority when granting occupancy of all housing units.
 - (5) Tenant Eligibility. HOUSING AUTHORITY or its assigned agent shall be responsible for determining the eligibility of prospective tenants. Prior to opening of the Project, HOUSING AUTHORITY shall submit for approval a plan to RDA describing the procedure for determining and enforcing eligibility requirements. This plan shall include annual qualification by all eligible households and shall be subject to review and approval by RDA. HOUSING AUTHORITY shall provide an annual report to RDA in order to satisfy RDA's monitoring responsibilities as outlined in Section 33418 of California Community Redevelopment Law, as per attached EXHIBIT H. Said report shall be due on or before January 1, 2007, and said date of each year thereafter, and shall include for each rental unit the rental rate, income and family size of the occupants. The income information required shall be provided by the tenant in a certified statement on a form provided by RDA.



- (6) Affordable Units Reserved. HOUSING AUTHORITY or its successors in interest shall reserve the Affordable Units as set forth in this AGREEMENT for the Useful Life of the Project.
- (7) Obligation to Refrain from Discrimination. HOUSING AUTHORITY covenants and agrees for itself, its successors and assigns, and for every successor in interest to PROPERTY or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of PROPERTY, and HOUSING AUTHORITY (itself or any person claiming under or through HOUSING AUTHORITY) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of PROPERTY or any portion thereof.
- b) Form of Nondiscrimination and Nonsegregation Clauses. HOUSING AUTHORITY shall refrain from restricting the rental, sale or lease of PROPERTY or any portion thereof, on the basis of sex, handicap, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
- i) In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, handicaps color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- ii) In contracts relating to the sale or transfer of PROPERTY or any interest therein: "There shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, handicap, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of



discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees of the land.”

- c) Effect and Duration of Covenants. Following rehabilitation of Project in accordance with this AGREEMENT and after completion of the final inspection by County of Riverside for the Project, each of the rights, duties and obligations of HOUSING AUTHORITY shall be deemed to have been satisfied under this AGREEMENT, with the exception of the following, each of which shall be set forth in particularity in any document of transfer or conveyance by HOUSING AUTHORITY:
- i) The anti-discrimination and nonsegregation requirements set forth herein shall remain in effect in perpetuity;
 - ii) Easements to the County of Riverside, or other public agencies for utilities existing as of the execution of this AGREEMENT, which shall remain in effect according to their terms;
 - iii) The affordability restrictions as set forth in Section 2n of this AGREEMENT.

5) EVENTS OF DEFAULT, REMEDIES AND TERMINATION

- a) Defaults-Definition. Occurrence of any or all of the following shall constitute a default (“Default”) under this AGREEMENT:
- i) HOUSING AUTHORITY’s neglect, failure or refusal to keep in force and effect any permit or approval with respect to rehabilitation of the improvements or any policy of insurance required hereunder, and the HOUSING AUTHORITY’s failure to cure such breach within ten (10) calendar days after written notice from RDA of HOUSING AUTHORITY’s breach; or
 - ii) Filing of a petition in bankruptcy by or against HOUSING AUTHORITY or appointment of a receiver or trustee of any property of HOUSING AUTHORITY, or an assignment by HOUSING AUTHORITY for the benefit of creditors, or adjudication that HOUSING AUTHORITY is insolvent by a court, and the failure of HOUSING AUTHORITY to cause such petition, appointment, or assignment to be removed or discharged within sixty (60) days; or
 - iii) HOUSING AUTHORITY’s failure to perform any requirement or obligation of HOUSING AUTHORITY set forth herein or in the Schedule of Performance on or prior to the date for such performance set forth herein or in the Schedule of Performance, and the failure of HOUSING AUTHORITY to cure or perform such obligation or requirement within thirty (30) days after written notice of such delinquency; or
 - iv) HOUSING AUTHORITY’s failure to commence rehabilitation of the improvements prior to the last date therefore set forth in the Schedule of Performance, provided



that HOUSING AUTHORITY shall not have obtained an extension or postponement to which HOUSING AUTHORITY may be entitled, or due to causes beyond HOUSING AUTHORITY's control as provided herein, and HOUSING AUTHORITY's failure to cure such breach within thirty (30) days after receipt of written notice from RDA of HOUSING AUTHORITY's failure to so commence construction as required herein; or

v) HOUSING AUTHORITY's failure to diligently pursue rehabilitation of Project for a period of thirty (30) days after written notice from RDA provided that HOUSING AUTHORITY shall not have obtained an extension or postponement to which HOUSING AUTHORITY may be entitled, or due to causes beyond HOUSING AUTHORITY's control as provided herein; or

vi) HOUSING AUTHORITY's failure to complete rehabilitation of Project within the time period provided in the Schedule of Performance without having obtained an extension or postponement to which HOUSING AUTHORITY may be entitled, or due to causes beyond HOUSING AUTHORITY's control as provided herein, and HOUSING AUTHORITY's failure to cure such breach within thirty (30) calendar days after receipt of written notice from RDA of HOUSING AUTHORITY's failure to so complete construction as required herein; or

vii) HOUSING AUTHORITY's Transfer, or the occurrence of any involuntary Transfer, of PROPERTY or any part thereof or interest therein in violation of this AGREEMENT; or

viii) Any other breach of this AGREEMENT, and the continuance of such breach for a period of thirty (30) days after RDA has given written notice and stating that such notice is a "Notice of Default" hereunder, unless such breach cannot reasonably be remedied in thirty (30) days, in which event HOUSING AUTHORITY shall not be in default if it commences to cure such breach within such thirty (30) day period and diligently pursues the cure to completion.

b) Remedies in the Event of Default. In the event of a Default under this AGREEMENT after the Closing Date and prior to the completion of the final inspection by the County of Riverside and the issuance of a Certificate of Completion, the defaulting Party shall be liable to the non-defaulting party for all damages and liabilities incurred by the non-defaulting Party and the non-defaulting Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to the right to receive compensatory damages or to pursue an action for specific performance.

6) GENERAL PROVISIONS

a) Rights and Remedies are Cumulative. Except as otherwise expressly stated in this AGREEMENT, the rights and remedies of the parties hereto are cumulative, and the

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exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

b) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this AGREEMENT thereafter.

c) Insurance.

i) Throughout rehabilitation of Project, HOUSING AUTHORITY shall take out and maintain, at no cost or expense to RDA, with a reputable and financially responsible insurance company licensed in California, reasonably acceptable to RDA, comprehensive broad form general public liability insurance, insuring HOUSING AUTHORITY and RDA and County of Riverside against claims and liability for bodily injury, death, or property damage arising from the use, occupancy, condition, or operation of PROPERTY and the improvements thereon, which insurance shall provide combined single limit protection of at least \$2,000,000, and include contractual liability endorsement. Such insurance shall name the Redevelopment Agency for the County of Riverside and County of Riverside and their members, officers, employees, and servants, as additional insured. With respect to this policy of insurance, HOUSING AUTHORITY shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on the insurance carrier's form setting forth the general provisions of the insurance coverage. The required certificate shall be furnished by HOUSING AUTHORITY prior to the commencement of rehabilitation of Project.

ii) Before commencement of any demolition or construction work on PROPERTY, or any portion thereof, HOUSING AUTHORITY shall also procure or cause to be procured, and shall maintain in force until completion of said work (i) "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a company reasonably acceptable to RDA, and (ii) workers' compensation insurance covering all persons employed in connection with work on PROPERTY, or any portion thereof. Said builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.



- iii) HOUSING AUTHORITY shall also furnish or cause to be furnished to RDA evidence satisfactory to RDA that any contractor with whom it has contracted for the performance of work on PROPERTY or otherwise pursuant to this AGREEMENT carries workers' compensation insurance as required by law.
 - iv) With respect to each policy of insurance required above, HOUSING AUTHORITY shall cause its insurance carriers to furnish RDA by direct mail with Certificate(s) of Insurance showing that such insurance is in full force and effect, and that RDA and the County of Riverside are named as an additional insured with respect to PROPERTY and the obligations of HOUSING AUTHORITY hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to RDA and the County of Riverside prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modification, cancellation or reduction in coverage and on the effective date thereof, PROPERTY shall be conveyed to RDA, unless RDA receives, prior to such effective date, another certificate from an insurance carrier of HOUSING AUTHORITY's choice, subject to RDA's approval, that the insurance required herein is in full force and effect. Consideration for conveyed property shall be negotiated by interested parties at a later date.
 - v) All policies of insurance required by this Section shall be at HOUSING AUTHORITY's sole cost and expense. All deductible limits, if any, shall be approved, in writing, by RDA.
- d) Hold Harmless.
- i) HOUSING AUTHORITY represents that it has inspected PROPERTY, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. RDA shall not be liable to HOUSING AUTHORITY its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within PROPERTY; provided, however, that such dangerous conditions are not caused by the negligence of RDA, its officers, agents or employees.
 - ii) HOUSING AUTHORITY shall indemnify and hold RDA and the County of Riverside and their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based on asserted upon any act or omission of HOUSING AUTHORITY, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in anyway connected with or



arising from its use and responsibilities in connection therewith of PROPERTY or the condition thereof, and HOUSING AUTHORITY shall defend, at its expense, including attorney fees, RDA and County of Riverside their officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omission.

- iii) RDA shall indemnify and hold HOUSING AUTHORITY and the County of Riverside and their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based on asserted upon any act or omission of RDA, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in anyway connected with or arising from its use and responsibilities in connection therewith of PROPERTY or the condition thereof, and RDA shall defend, at its expense, including attorney fees, HOUSING AUTHORITY and County of Riverside their officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omission.
- iv) The specified insurance limits required herein shall in no way limit or circumscribe HOUSING AUTHORITY's obligations to indemnify and hold RDA and County of Riverside free and harmless herein.
- e) Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided below for the respective party, provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

Housing Authority of the County of Riverside

5555 Arlington Avenue

Riverside, CA 92504

Redevelopment Agency for the County of Riverside

5555 Arlington Avenue

Riverside, CA 92504



- f) Toxic Materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," "pollutant or contaminant," "imminently hazardous chemical substance or mixture," "hazardous air pollutant," "toxic pollutant," "hazardous waste," "extremely hazardous waste" or "toxic substances" in any of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C §6901, et seq.; and those substances defined as "hazardous substances" in §25316 of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws ("Hazardous Materials Laws").
- g) Taxes and Assessments. HOUSING AUTHORITY shall pay when due all real property taxes and assessments assessed or levied on PROPERTY and Project, after HOUSING AUTHORITY acquisition of PROPERTY. Nothing herein shall prohibit HOUSING AUTHORITY from contesting the validity or amount of any tax or assessment, provided the taxes or assessment are paid when due.
- h) Broker's Commissions. HOUSING AUTHORITY represents and warrants to RDA that HOUSING AUTHORITY has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. RDA represents and warrants to HOUSING AUTHORITY that RDA has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Each party indemnifies and agrees to defend and hold the other harmless from any claims resulting from any breach by the indemnifying party of the warranties, representations and covenants in this section. Notwithstanding the foregoing, nothing in this section shall prohibit or hinder the hiring of, and payment to, a broker or other person by HOUSING AUTHORITY as to the sale or conveyance of a residence to a purchaser.
- i) Interpretation and Governing Law. This AGREEMENT and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This AGREEMENT shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this AGREEMENT, all parties having been represented by counsel in the negotiation and preparation hereof.
- j) Warranty Against Payment of Consideration for Agreement. HOUSING AUTHORITY warrants that it has not paid or given, and will not pay or give, to any third person, any

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money or other consideration for obtaining this AGREEMENT, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

- k) Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this AGREEMENT is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (excluding HOUSING AUTHORITY's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the time for performance by either party of any of its obligations hereunder shall be extended for the period of time that such events prevented such performance, but in no event shall the time be extended beyond the term of this AGREEMENT.
- l) Inspection of Books and Records. RDA shall have the right at all reasonable times to inspect the books and records of HOUSING AUTHORITY pertaining to PROPERTY in order to ascertain HOUSING AUTHORITY's compliance with this AGREEMENT.
- m) Plans and Data. If HOUSING AUTHORITY does not proceed with the rehabilitation of PROPERTY or if this AGREEMENT is terminated for any reason, HOUSING AUTHORITY shall, subject to any rights provided by HOUSING AUTHORITY to its construction lender, deliver to RDA, without cost or expense to RDA, copies of any and all maps, architecture, engineering, subdivision approvals, permits, entitlements, rights, contracts, plans, drawings, studies, designs, reports, surveys, and data pertaining to the Project and its development (collectively, "Site Designs") which are in the possession of HOUSING AUTHORITY, together with a Bill of Sale therefore, which Site Designs shall, subject to any rights thereto provided by HOUSING AUTHORITY to its construction lender, thereupon be the sole property of RDA and may be used by RDA, free of all claims or interests of HOUSING AUTHORITY or any other person, other than the interest therein held by HOUSING AUTHORITY's construction lender, whose interest shall be superior to that of RDA in the Site Designs; and which RDA may use, grant, license or otherwise dispose of to any person for rehabilitation of the Site or any other purpose.
- n) Successors in Interest. The burdens of this AGREEMENT shall be binding upon, and the benefits of this AGREEMENT shall inure to, all successors in interest to the parties to this AGREEMENT. All provisions of this AGREEMENT shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to rehabilitation of PROPERTY: (a) is for the benefit of and a burden upon every portion of PROPERTY; (b) runs with

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- PROPERTY and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of PROPERTY or any portion thereof.
- o) Covenants Run With The Land. The provision of this AGREEMENT and the exhibits appended hereto are and shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
 - p) Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.
 - q) Authority to Execute. The person or persons executing this AGREEMENT or Exhibit attached hereto on behalf of HOUSING AUTHORITY or any other person or business entity hereby warrants and represents that he/she have the authority to execute this AGREEMENT or Exhibit on behalf of his/her corporation, partnership or business entity and warrants and represents that he/she has/have the authority to bind OWNER or any other person or business entity to the performance of its obligations hereunder.
 - r) Entire Agreement, Waivers and Amendments. This AGREEMENT sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this AGREEMENT. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.
 - s) Severability. In the event that any provision, whether constituting a separate paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be void and unenforceable, it shall be deemed separated and deleted from the AGREEMENT, and the remaining provisions of this AGREEMENT shall remain in full force and effect.
 - t) Survival. The provisions hereof shall not terminate but rather shall survive any conveyance hereunder and the delivery of all consideration.

END OF AGREEMENT

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, HOUSING AUTHORITY and RDA have executed this AGREEMENT as of the date first above written.

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

By: 
John R. Viafora, Assistant Director

APPROVED AS TO FORM

By: 
Housing Authority Counsel

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: 
Robin Zimpler, Executive Director

APPROVED AS TO FORM

By: 
Redevelopment Agency Counsel



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

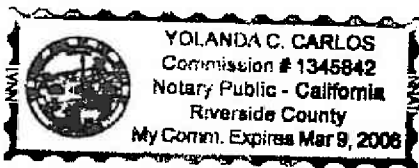
County of Riverside } ss.

On November 17, 2005, before me, Yolanda C. Carlos, Notary Public
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared John R. Viafora
Name(s) of Signer(s)

- personally known to me
- 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~~ he/she/they executed the same in ~~his~~ his/her/their authorized capacity~~(ies)~~, and that by ~~his~~ 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.



WITNESS my hand and official seal.

Yolanda C. Carlos
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Rehabilitation of Real Property Agreement By and Between the Redevelopment Agency for the County of Riverside and the Housing Authority of the County of Riverside.

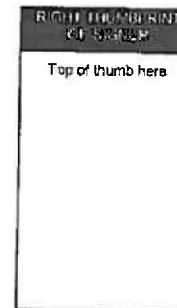
Document Date: November 17, 2005 Number of Pages: 36

Signer(s) Other Than Named Above: Robin Zimpfer

Capacity(ies) Claimed by Signer

Signer's Name: John R. Viafora

- Individual
- Corporate Officer - Title(s): Assistant Director
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: Housing Authority of the County of Riverside

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GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.ascl-rec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Yolanda C. Carlos

Commission #: 1345842

Place of Execution: Riverside, California

Date Commission Expires: March 9, 2006

Date: November 17, 2005

Signature: Yolanda C. Carlos

Print Name: YOLANDA C. CARLOS



EXHIBITS

Exhibit A - Legal Description of the Property

Exhibit B - Project Description

Exhibit C - Schedule of Performance

Exhibit D - Covenant Agreement

Exhibit E - Sources and Uses of Funds

Exhibit F - Prevailing Wage Requirements

Exhibit G - Affordability Requirements

Exhibit H - Monitoring Requirements



Exhibit A

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PROTION OF TRACT 179, AS SHOWN BY INDEPENDENT RESURVEY OF TOWNSHIP 7 SOUTH, RANCE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS ACCEPTED BY THE GENERAL LAND OFFICE IN 1919, LYING WESTERLY OF THE WEST BOUNDARY OF THE TOWNSITE OF RIPLEY, AS SHOWN BY MAP RECORDED IN BOOK 10, PAGE 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 7 OF SAID TOWNSITE OF RIPLEY AS SHOWN ON SAID MAP;

THENCE NORTH 0° 58' WEST, 150 FEET, ON THE WEST LINE OF SAID BLOCK, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 02' WEST, 80 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN DEED TO CHARLIE LEONARD, RECORDED APRIL 1, 1955, IN BOOK 1717 PAGE 181 AS INSTRUMENT NO. 21427 OF OFFICIAL RECORDS;

THENCE ON THE EAST, NORTH AND WEST BOUNDARIES OF THE LEONARD PARCEL, THE FOLLOWING COURSES AND DISTANCES; NORTH 50 FEET, WEST 150 FEET SOUTH 50 TO A POINT ON THE NORTH LINE OF THAT PARDEL DESCRIBED IN DEED TO PALO VERDE VALLEY UNION SCHOOL DISTRICT, RECORDED SEPTEMBER 16, 1926, IN BOOK 687, PAGE 404 AS INSTRUMENT NO. 1066 OF OFFICIAL RECORDS;

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THENCE SOUTH 89° 2' WEST 1108 FEET, ON THE NORTHERLY LINE OF SAID SCHOOL DISTRICT PARCEL AND THE WESTERLY EXTENSION THEREOF, TO A POINT ON THE WEST LINE OF SAID TRACT 176;

THENCE NORTH 400.00 FEET, ON THE WEST LINE OF SAID TRACT 176, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CALIFORNIA SOUTHERN RAILROAD COMPANY LAND AS DESCRIBED IN DEED RECORDED OCTOBER 11, 1921, IN BOOK 551, PAGE 480 OF DEEDS;

THENCE EASTERLY 1338 FEET, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD PARCEL, TO THE WEST LINE OF SAID TOWNSITE OF RIPLEY;

THENCE SOUTH 0° 58' EAST 400 FEET, ON SAID WEST LINE, TO THE POINT OF BEGINNING.



Exhibit B

Project Description

Agency: Housing Authority of the County of Riverside
Address: 5555 Arlington Avenue
Riverside, CA 92504
Project Title: Ripley Farm Worker Housing Center
Location: 24-501 School Road, Ripley, CA 92272; APN: 872-210-010-1

Description:

This project consists of the rehabilitation and conversion of a 100-unit rental housing complex into a 76-unit housing complex for permanent and year-round, affordable rental housing to low-income households and farm workers. In addition, the rehabilitation will include modification for handicap accessibility compliance, replacement and conversion of system and structural components, all ancillary improvements, and all on-site infrastructure necessary for the utilization of such apartment including, streets, curbs, gutters, storm drains, and utilities.

Domestic farm labor and their families will be given priority when granting occupancy of all housing units. All families will have incomes at or below 80% of the Riverside County median income, adjusted for family size and periodically adjusted by the U.S. Department of Housing and Urban Development (HUD).

After rehabilitation the complex will consist of four (4) studios, nine (9) one-bedroom, thirty-nine (39) two-bedroom, twenty (20) three-bedroom and four (4) four-bedroom units. In addition, the Center will include a community building with day care area, two (2) tot lots, and a basketball court and soccer field.

This project will utilize \$1,000,000 in RDA funds for the reimbursement of acquisition, site work, dwelling rehabilitation costs, general requirements, fees, and soft cost.

Seventy-six (76) units will be restricted. One (1) unit will be set aside for on-site apartment manager.



Exhibit C
Schedule of Performance

<u>Milestone</u>	<u>Completion Date</u>
1. Architectural and Engineering Drawing	October, 2005
2. Building Permit and Permanent Financing Commitment	January, 2006
3. Begin Construction	February, 2006
4. Certificate of Occupancy	November, 2006
5. Occupancy of units	April, 2007
6. Submission of Final actual project costs and Sources and Uses of Funds	December, 2006
7. Submission of income and ethnic characteristics report	April, 2007

<u>Document Submission Schedule</u>	<u>Submission Date</u>
1. Construction Activities Reporting	April, 2006
2. Performance Report	January, 2007
3. Weekly Certified Payroll Documentation	February, 2006



Exhibit D
Covenant Agreement

RECORDING REQUESTED BY:

Redevelopment Agency for the County of Riverside

AFTER RECORDATION, MAIL TO;

Redevelopment Agency for the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

COVENANT AGREEMENT

THIS AGREEMENT is made this 17th day of November 2005, by and between the Housing Authority of the County of Riverside, a public body organized and existing under the laws of the State of California ("HOUSING AUTHORITY") and the Redevelopment Agency for the County of Riverside, a public agency organized and existing under the laws of the State of California ("RDA"), with respect to the following recitals:

RECITALS:

A. On NOV. 17, 2005, RDA and HOUSING AUTHORITY entered into that certain Rehabilitation of Real Property Agreement ("REHABILITATION AGREEMENT") with regards to certain real property owned by HOUSING AUTHORITY, commonly known as the Ripley Farm Worker Housing Center, located at 24-501 School Road, Ripley, CA 92272 ("PROPERTY").

B. Pursuant to the REHABILITATION AGREEMENT, HOUSING AUTHORITY has agreed to restrict the use of PROPERTY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the REHABILITATION AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HOUSING AUTHORITY hereby declares as follows with regard to the Project, which declaration shall be an equitable servitude running with PROPERTY for the benefit of RDA as follows:

SECTION 1. RESTRICTIONS. For a period of fifty-five (55) years from date of certificate of occupancy, for itself and on behalf of its successors and assigns with regard to PROPERTY, the following:

- 1) Affordability Definitions: Affordable housing cost as defined in Section 50052.5b and 50053.b which dictates that the rent or cost for housing shall not exceed:



- i) Lower Income Households - thirty percent (30%) times sixty percent (60%) of area median income adjusted for family size.
- 2) Income Restrictions: One hundred percent (100%) of the total units must be reserved for Low-income households defined as households earning a maximum of eighty percent (80%) of median income in Riverside County.
- 3) Tenant Occupancy: Domestic farm labor and their families will be given priority when granting occupancy of all housing units.
- 4) Affordability Period: HOUSING AUTHORITY agrees that all rental units in PROPERTY will remain affordable, as defined in California Redevelopment Law for a period of not less than fifty-five (55) years.

SECTION 2. MAINTENANCE OF THE IMPROVEMENTS. HOUSING AUTHORITY, on behalf of itself and its successors, assigns, and each successor in interest to PROPERTY or any part thereof hereby covenants to and shall protect, maintain, and preserve the improvements located on PROPERTY in compliance with all applicable federal and state law and regulations and local ordinances.

SECTION 3. GRANT OF EASEMENT AND LICENSE TO ENTER. In addition to other remedies which RDA may have to enforce the covenants and agreements set forth above in Sections 1 and 2, HOUSING AUTHORITY hereby grants to RDA an easement and right of ingress and egress over and across the Real Property insofar as such ingress and egress is necessary to protect, maintain, and preserve such architectural style and treatment of the facade in the event that HOUSING AUTHORITY (or its successors or assigns or successors in interest to the Real Property or any part thereof) shall cease or fail to protect, maintain, and preserve such architectural style and treatment of such facade. Pursuant to such grant, RDA, its agents, employees, and representatives, shall be permitted (but are not required) to enter upon the Real Property and perform such acts and work necessary to protect, maintain, and preserve such architectural style and treatment of such facade, and to attach a lien on the Real



Property, or to assess the Real Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by HOUSING AUTHORITY arising from the enforcement of the covenants set forth in Sections 1 and 2 hereof. HOUSING AUTHORITY shall pay to RDA all amounts owed for maintenance or repairs which RDA has performed within thirty (30) days of being presented with an invoice with respect to such amounts; any such amounts that are not paid within thirty (30) days of delivery of an invoice with respect thereto shall bear interest at a rate equal to twelve percent (12%) per annum or the highest amount permitted by applicable law, whichever is lower. RDA shall not exercise the easement and right-of-entry provided herein without prior notice and a reasonable opportunity given to Grantor (or to its successors or assigns or its successors in interest to the Real Property) to comply with its covenants in Sections 1 and 2 hereof; thirty (30) days' notice shall be deemed to constitute reasonable notice and a reasonable opportunity for HOUSING AUTHORITY to comply with its covenant obligations.

SECTION 4. NONDISCRIMINATION. HOUSING AUTHORITY covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Real Property, nor shall HOUSING AUTHORITY itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the election, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Real Property. The foregoing covenants shall run with the land. HOUSING AUTHORITY shall refrain from restricting the sale of the Real Property on the basis of race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:



- 1) In deeds: "The Grantee herein covenants by and for himself for herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself nor any person claiming under or through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, numbers use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- 2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:
 - i) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."
- 3) In contracts, "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the



selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

SECTION 5. NOTICES. All Notices provided for in this AGREEMENT shall be deemed when personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

RDA:
Redevelopment Agency
for the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

HOUSING AUTHORITY:
Housing Authority
of the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

SECTION 6. BINDING EFFECT. The rights and obligations of this AGREEMENT shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

SECTION 7. ATTORNEY'S FEES. If any party hereto brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

SECTION 8. SEVERABILITY. In the event that any provision, whether constituting a separate paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be void and unenforceable, it shall be deemed separated and deleted from the AGREEMENT and the remaining provisions of this AGREEMENT shall remain in full force and effect.

SECTION 9. SUBORDINATION. Agency hereby agrees to the subordination of this

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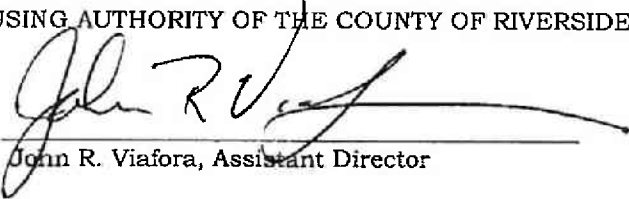
AGREEMENT to the lender of construction and permanent financing, and such other funding as may be necessary, to facilitate rehabilitation of the Project.

The foregoing covenants against discrimination or segregation shall continue in effect in perpetuity.

Executed at Riverside, California,

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

By:


John R. Viafora, Assistant Director

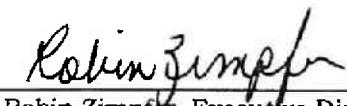
APPROVED AS TO FORM:

By:


Lee A. Vinocour
Housing Authority Counsel

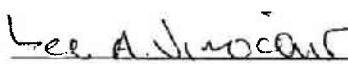
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By:


Robin Zimpfer, Executive Director

APPROVED AS TO FORM:

By:


Lee A. Vinocour
Redevelopment Agency Counsel

(SIGNATURES MUST BE NOTARIZED)

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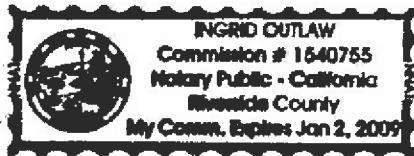
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On November 29, 2005 before me, Ingrid Outlaw, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robin Zimpfer
Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Ingrid Outlaw
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

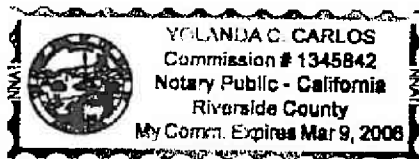
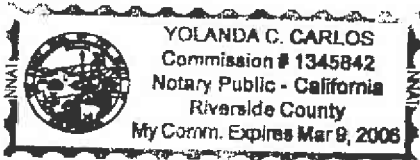
State of California

County of Riverside } ss.

On November 17, 2005, before me, Yolanda C. Carlos, Notary Public
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared John R. Viafora
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Yolanda C. Carlos
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant Agreement

Document Date: November 17, 2005 Number of Pages: 6

Signer(s) Other Than Named Above: Robin Zimpher

Capacity(ies) Claimed by Signer

Signer's Name: John R. Viafora

- Individual
- Corporate Officer – Title(s): Assistant Director
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: Housing Authority of the County of Riverside



Exhibit E
Sources and Uses

Ripley Farm Worker Housing Center

Sources and Uses of Funds

	SOURCES	Total Sources
<u>Sources</u>		
USDA		\$3,795,110
HCD Farm Worker Housing Grant		\$3,000,000
RDA Grant		\$1,000,000
Housing Authority Equity		\$458,018
	Grand Total of 76 Unit Project Costs	\$8,253,128

	USES	Total Uses
<u>Uses</u>		
Total Land and Acquisition		\$4,827,110
Total Site Improvements and Rehabilitation		\$2,571,900
Total Permanent Financing		\$2,000
Total Soft Costs		\$591,720
Total Fees		\$190,103
Total Miscellaneous Costs		\$70,295
	Grand Total of 76 Unit Project Costs	\$8,253,128



Exhibit F

PREVAILING WAGE AND PUBLIC WORKS REQUIREMENTS

- 1) Participant's Requirements:
 - a) Obtain the prevailing wage rate from the Director of Industrial Relations in accordance with Labor Code Sections 1771 and 1773.
 - b) Specify the appropriate prevailing wage rates, in accordance with Labor Code Sections 1773.2 and 1777.5.
 - i) The posting requirement is applicable for each job site.

EXCEPTION: If more than one worksite exists on any project, then the applicable rates may be posted at a single location which is readily available to all workers.

- ii) If a wage rate for a craft, classification or type of worker is not published in the Director's general prevailing wage determinations, a request for a special determination should be made by the awarding body to Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142, at least 45 days prior to the project bid advertisement date.
 - c) Notify the Division of Apprenticeship Standards, Department of Industrial Relations. See Labor Code Section 1773.3.
 - d) Inform prime contractors, to the extent feasible, of relevant public work requirements;

NOTE: Requirement information may be disseminated at a pre acceptance of bid conference or in a call for bids or at an award of bid conference.

The public works requirements are:

- i) the appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5;
- ii) workers' compensation coverage, as set forth in Labor Code Sections 1860 and 1861;
- iii) keep accurate records of the work performed on public works projects, as set forth in Labor Code Section 1812;
- iv) inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in Section 16400 (e) of Title 8 of the California Code of Regulations; and
- v) other requirements imposed by law.

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- e) Withhold monies. See Labor Code Section 1727.
- f) Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771.
- g) Deny the right to bid on public work contracts to contractors or subcontractors who have been debarred from bidding on public works contracts, as set forth in Labor Code Section 1777.7.
- h) Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.

EXCEPTION: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid, as specified in subsection 16200(a)(3)(F) of Title 8 of the California Code of Regulations.

- i) Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779.
 - j) Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860.
- 2) Contractor and Subcontractor Requirements.

The contractor and subcontractors shall:

- a) Pay not less than the prevailing wage to all workers, as defined in Section 16000 of Title 8 of the California Code of Regulations, and as set forth in Labor Code Sections 1771 and 1774.
- b) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works jobsites.
- c) Provide workers' compensation coverage as set forth in Labor Code Section 1861.
- d) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee.
- e) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776.
- f) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director of Industrial Relations as set forth in Section 16200 (a) (3) of Title 8 of the California Code of Regulations.

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- g) Comply with Section 16101 of Title 8 of the California Code of Regulations regarding discrimination.
- h) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5.
- i) Comply with those requirements as specified in Labor Code Sections 1810 and 1813.
- j) Comply with other requirements imposed by law.



Exhibit G

Affordability Requirements

HEALTH AND SAFETY CODE SECTION 50053

50053. (a) For any rental housing development which receives assistance prior to January 1, 1991, and a condition of that assistance is compliance with this section, "affordable rent" with respect to lower income households shall not exceed the percentage of the gross income of the occupant person or household established by regulation of the department which shall not be less than 15 percent of gross income nor exceed 25 percent of gross income.

(b) For any rental housing development which receives assistance on or after January 1, 1991, and a condition of that assistance is compliance with this section, "affordable rent," including a reasonable utility allowance, shall not exceed:

(1) For very low-income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.

(2) For lower income households whose gross incomes exceed the maximum income for very low-income households, the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

(3) For moderate income households, the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those moderate income households whose gross incomes exceed 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

(c) The department's regulation shall permit alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to regulations adopted



under subdivision (f) of Section 50462. The department shall, by regulation, adopt criteria defining and providing for determination of gross income, adjustments for family size appropriate to the unit, and rent for purposes of this section. These regulations may provide alternative criteria, where necessary, to be consistent with pertinent federal statutes and regulations governing federally assisted rental and cooperative housing. The agency may, by regulation, adopt alternative criteria, and pursuant to subdivision (f) of Section 50462, alternative percentages of income may be adopted for agency-assisted housing developments.

For purposes of this section, "area median income," "adjustments for family size appropriate to the unit," and "moderate income household" shall have the same meaning as provided in Section 50052.5.

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EXHIBIT H

Monitoring Requirements

CALIFORNIA REDEVELOPMENT LAW SECTION 33418

33418. (a) An agency shall monitor, on an ongoing basis, any housing affordable to persons and families of low or moderate income developed or otherwise made available pursuant to any provisions of this part. As part of this monitoring, an agency shall require owners or managers of the housing to submit an annual report to the agency. The annual reports shall include for each rental unit the rental rate and the income and family size of the occupants, and for each owner-occupied unit whether there was a change in ownership from the prior year and, if so, the income and family size of the new owners. The income information required by this section shall be supplied by the tenant in a certified statement on a form provided by the agency.

(b) The data specified in subdivision (a) shall be obtained by the agency from owners and managers of the housing specified therein and current data shall be included in any reports required by law to be submitted to the Department of Housing and Community Development or the Controller. The information on income and family size that is required to be reported by the owner or manager shall be supplied by the tenant and shall be the only information on income or family size that the owner or manager shall be required to submit on his or her annual report to the agency.

(c) The agency shall adequately fund its monitoring activities as needed to insure compliance of applicable laws and agreements in relation to affordable units. For purposes of defraying the cost of complying with the requirements of this section and the changes in reporting requirements of Section 33080.4 enacted by the act enacting this section, an agency may establish and impose fees upon owners of properties monitored pursuant to this section.



1 **EXHIBIT B TO FIRST AMENDMENT TO REHABILITATION OF REAL PROPERTY**
2 **AGREEMENT AND COVENANT AGREEMENT**

3 Legal Description

4 ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE,
5 STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

6 THAT PORTION OF TRACT 179, AS SHOWN BY INDEPENDENT RESURVEY OF
7 TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN,
8 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS ACCEPTED BY THE
9 GENERAL LAND OFFICE IN 1919, LYING WESTERLY OF THE WEST BOUNDARY
10 OF THE TOWNSITE OF RIPLEY, AS SHOWN BY MAP RECORDED IN BOOK 10,
11 PAGE 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
12 COUNTY, DESCRIBED AS FOLLOWS:

13 COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 7 OF SAID TOWNSITE
14 OF RIPLEY AS SHOWN ON SAID MAP;

15 THENCE NORTH 0° 58' WEST, 150 FEET, ON THE WEST LINE OF SAID BLOCK, TO
16 THE TRUE POINT OF BEGINNING;

17 THENCE SOUTH 89° 02' WEST, 80 FEET TO THE SOUTHEAST CORNER OF THAT
18 PARCEL DESCRIBED IN DEED TO CHARLIE LEONARD, RECORDED APRIL 1, 1955,
19 IN BOOK 1717 PAGE 181 AS INSTRUMENT NO. 21427 OF OFFICIAL RECORDS;

20 THENCE ON THE EAST, NORTH AND WEST BOUNDARIES OF THE LEONARD
21 PARCEL, THE FOLLOWING COURSES AND DISTANCES; NORTH 50 FEET, WEST 150
22 FEET SOUTH 50 TO A POINT ON THE NORTH LINE OF THAT PARCEL DESCRIBED
23 IN DEED TO PALO VERDE VALLEY UNION SCHOOL DISTRICT, RECORDED
24 SEPTEMBER 16, 1926, IN BOOK 687, PAGE 404 AS INSTRUMENT NO. 1066 OF
25 OFFICIAL RECORDS;

26 THENCE SOUTH 89° 2' WEST 1108 FEET, ON THE NORTHERLY LINE OF SAID
27 SCHOOL DISTRICT PARCEL AND THE WESTERLY EXTENSION THEREOF, TO A
28 POINT ON THE WEST LINE OF SAID TRACT 176;

THENCE NORTH 400.00 FEET, ON THE WEST LINE OF SAID TRACT 176, TO THE
SOUTHERLY RIGHT OF WAY LINE OF THE CALIFORNIA SOUTHERN RAILROAD
COMPANY LAND AS DESCRIBED IN DEED RECORDED OCTOBER 11, 1921, IN
BOOK 551, PAGE 480 OF DEEDS;

THENCE EASTERLY 1338 FEET, ON THE SOUTHERLY RIGHT OF WAY LINE OF
SAID RAILROAD PARCEL, TO THE WEST LINE OF SAID TOWNSITE OF RIPLEY;

THENCE SOUTH 0° 58' EAST 400 FEET, ON SAID WEST LINE, TO THE POINT OF
BEGINNING. APN: 872-210-023