

Developer, threatened against or affecting Developer, or any properties or rights of Developer, which, if adversely determined, would materially impair the right of Developer to execute or perform any of the Developer's Obligations, or would materially adversely affect the financial condition of Developer;

(5) Neither the execution and delivery of this Agreement, including any attachments hereto or documents related to this Agreement, nor the incurrence of the Developer's Obligations, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Developer is a party;

(6) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Developer, nor are any of such proceedings contemplated by Developer;

(7) All reports, documents, instruments, information and forms of evidence delivered to the Authority concerning or required by this Agreement are accurate, correct and sufficiently complete to give the Authority true and accurate knowledge of their subject matter, and do not contain any misrepresentation or omission; and

(8) No representation, warranty or statement of Developer in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

Developer's representations and warranties made in this Section 2.15 shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade in a separate certificate at that time. The truth and accuracy of the Developer's representations and warranties made herein shall constitute a condition for the benefit of the Authority to the performance of the Authority's obligations hereunder.

Section 2.16 Evidence of Financing

(a) Not later than fifteen (15) days prior to the scheduled Closing Date and in no event later than the date provided in the Schedule of Performance, Developer shall submit to the Authority evidence satisfactory to the Authority that Developer has obtained the financing necessary for the acquisition and development of the Property in accordance with this Agreement. Such evidence of financing shall include the following:

1. A copy of all loan documents relating to the Construction Loan with CalVet, including a final project budget approved by CalVet, certified by Developer to be a true and correct copy or copies thereof;
2. A copy of a loan commitment evidencing that the CalVet Construction Loan will convert to permanent loans for qualified Purchasers upon the conveyance of each Restricted Unit by Developer to such qualified Purchaser, certified by Developer to be a true and correct copy or copies thereof;
3. Documentation acceptable to the Authority Executive Director or designee demonstrating that Developer has received and is in control of 100% of

the Necessary Capital Contributions required by the Method of Financing to pay the Development Costs for the Project; and

4. A copy of the contract between Developer and the general contractor or major subcontractors for the construction of the Improvements, certified by Developer to be a true and correct copy thereof.

(b) The Authority shall approve or disapprove such evidence of financing within the time established in the Schedule of Performance (**Attachment No. 3**). Such approval shall not be unreasonably withheld. If the Authority shall disapprove any such evidence of financing, the Authority shall do so by written notice to Developer stating the reasons for such disapproval.

Section 2.17 Conditions Precedent to the Close of Escrow

The Close of Escrow is conditioned upon the occurrence of each of the following conditions on or prior to the scheduled Closing Date as set forth in the Schedule of Performance (**Attachment No. 3**), unless otherwise waived in writing by the Authority:

1. Developer shall have duly performed each and every obligation to be performed by Developer hereunder prior to the Close of Escrow and Developer's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the date of the Close of Escrow.
2. Developer shall have delivered to Authority all necessary evidence of financing pursuant to Section 2.16 above.
3. Developer shall not be in default under this Agreement.
4. Developer shall have submitted and Authority shall have approved Final Construction Drawings.
5. Developer shall have delivered to the Authority final revisions to the Project Budget (**Attachment No. 7**), which have been approved by the Authority Executive Director, demonstrating to the satisfaction of the Authority the availability of sufficient funds to pay all Development Costs ("Final Project Budget").
6. Authority shall have removed or caused to be removed any liens from title necessary to deliver title to the Property to Developer as required by this Agreement;
7. Developer shall have satisfied all conditions precedent to the Construction Financing Event required by CalVet.
8. Developer shall have delivered to Authority a signed statement from Construction Lender agreeing to the Authority's right of reverter and the forfeiture of Developer's title pursuant to Section 2.19 below.
9. The Title Company shall be committed to issue a standard ALTA form owner's Title Insurance Policy to the Developer or such other title insurance as the parties may request,

but Developer shall not delay the close of escrow so long as the Title Company is prepared to issue a Standard Title Insurance Policy;

10. Developer shall have delivered to the Authority a general construction contract between the Developer and a licensed general contractor, covering all construction required by this Agreement and the approved Final Construction Drawings, in an amount that is consistent with the Final Project Budget, together with a construction schedule showing a detailed trade-by trade breakdown of the estimated periods of commencement and completion of construction and complete fixturing of the Project, demonstrating that construction will be completed within the time provided in the Schedule of Performance (**Attachment No. 3**).
11. Developer shall have obtained approval of all financing described in Section 2.16 of this Agreement and the Method of Financing, and the Executive Director shall have approved evidence relating to the Construction Loan, Necessary Capital Contributions, and all documents required to be executed in connection with such financing shall have been duly executed, acknowledged and delivered.
12. Developer shall have submitted to the Authority evidence of the insurance policies required by this Agreement.
13. Developer shall have delivered to the Authority a list of all permits required for the construction of the Improvements, and shall have demonstrated that all variances, entitlements and approvals have been obtained and that all conditions for the issuance of all necessary permits have been satisfied (with the exception of payment of fees, which payment is provided for in the approved Project Budget). If only an excavation/ grading/ foundation permit is to be issued at Closing, Developer shall have delivered to the Authority a "will issue" letter from the City evidencing City's commitment to issue building permits for the Project.
14. Developer shall have delivered documentation relating to the corporate, partnership, limited liability or other similar status of Developer and its general partner(s), including, without limitation and as applicable: limited partnership agreements and any amendments thereto; articles of incorporation; Limited Liability Company Articles of Incorporation (LLC-1); Statement of Information and Operating Agreement (including any amendments thereto); copies of all resolutions or other necessary actions taken by such entity to authorize the execution of this Agreement and related documents; a certificate of status issued by the California Secretary of State; and a copy of any Fictitious Business Name Statement, if any, as published and filed with the Clerk of the County of Riverside.
15. Escrow Agent shall have approved such supplemental recording instructions as may have been prepared on behalf of the Authority.
16. Authority, Developer and/or other parties, as appropriate, shall have executed, and filed or recorded as appropriate, the following documents:

- a. Agreement Containing Covenants (**Attachment No. 11**, to be signed and acknowledged by Developer and Authority);
- b. Assignment of Agreements, Plans, Specifications and Entitlements (**Attachment No. 9**, to be signed by Developer, project architect and contractor);
- c. Environmental Indemnity (**Attachment No. 14**, to be signed by Developer);
- d. Statutory Request for Notice of Default per California Civil Code section 2924b (to be signed and acknowledged by Authority);
- e. Notice of Affordability Restrictions (**Attachment No. 10**, to be signed and acknowledged by Authority); and
- f. Any other document reasonably required by the Authority Executive Director or designee.

When all conditions precedent have been satisfied to the satisfaction of the Authority Executive Director, the Authority Executive Director shall execute and submit to the Escrow Agent a certificate stating that all conditions precedent to recording of the documents have been satisfied or waived, if such be the case. (Condition is for the benefit of Authority and Developer)

Section 2.18 Failure of Conditions to Close of Escrow

In the event any of the conditions precedent to the Close of Escrow are not timely satisfied:

(a) Either party shall have the right to terminate this Agreement, the Escrow and the rights and obligations of Authority and Developer hereunder, except as otherwise provided herein; and

(b) Escrow Agent is hereby instructed to promptly return to Developer and Authority all funds, if any, and documents deposited by them, respectively, into Escrow which are held by Escrow Agent on the date of said termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party hereunder); and

(c) Neither party shall have any further rights or obligations hereunder except as otherwise provided herein.

In the event this Escrow terminates because of the non-satisfaction of any condition or the default of Authority or Developer under this Agreement, the cancellation charges, if any, required to be paid by and to Escrow Agent and the Title Company shall be borne by party incurring the same, or in the event of termination due to default, the party in default.

Section 2.19 Post-Closing Conditions and Obligations

As an inducement to the Authority to convey the Property to Developer prior to the Construction Financing Event, the Developer covenants and agrees as follows.

(a) The Property is being conveyed to Developer upon the condition that the Construction Financing Event must occur within the time period set forth in the Schedule of Performance, as such time period may be extended at the discretion of the Authority Executive Director pursuant to Section 3.7 below. Upon the failure of this condition, title to the Property, with all Improvements thereon, shall immediately revert to the Authority and Developer shall forfeit its title thereto and immediately surrender possession of the Property to the Authority. This condition subsequent shall be deemed incorporated into the Grant Deed and shall constitute an independent reverter, separate and apart from the Authority's right of reentry set forth in Section 5 of the Grant Deed and Section 5.10 of this Agreement. To effectuate this reverter, Developer covenants and agrees that, at the request of the Authority, it will promptly deliver to the Authority a quitclaim deed, executed in recordable form as conforming in form and substance and approved by the Authority Executive Director, conveying to the Authority all of Developer's right, title and interest in and to the Property. The Authority Executive Director shall have the right to execute the Certificate of Acceptance on behalf of the Authority accepting fee title to the Property, including any improvements thereon.

(b) If Developer commences grading, demolition, construction or other work on the Property prior to the Construction Financing Event, Developer shall carry out all such work at its own risk and the Authority shall have no liability for any losses or damages suffered by Developer in the event that the Construction Financing Event does not occur within the time period set forth in the Schedule of Performance, as such time period may be extended at the discretion of the Authority's Executive Director. Developer, for itself, and for its successors and assigns, does hereby forever release and discharge the Authority, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, attorneys' fees, expert and consultant fees, damages, losses and liabilities of whatsoever nature, character or kind, whether known or unknown, accrued or unaccrued, suspected or unsuspected, which concern, arise out of, or are in any way connected with such work or activities of Developer. Developer shall defend, indemnify and hold the Authority, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives harmless from any claims brought by Developer's contractors, subcontractors and their suppliers of any tier that concern, arise out of, or are in any way connected with such work or activities, for non-payment of labor, equipment or materials furnished to the Project.

(c) Upon the reverter of title to the Authority pursuant to Paragraph (a) above of this Section 2.16, Developer shall:

- (1) If requested by the Authority, fill in and restore any excavation to a level condition;
- (2) Clean the Property and its surroundings from all trash, debris or

material waste caused by the performance of the work or by the activities of Developer, its contractors, subcontractors, representative or agents;

- (3) Remove all equipment and stored materials and supplies from the Property, except as otherwise agreed by the Authority in its sole discretion; and,
- (4) Take reasonable steps determined in consultation with the Authority, which may include but not be limited to the erection of perimeter fencing, to secure the Property from damage or loss due to vandalism and to prevent the unauthorized entry of persons or vehicles onto the Property.

(d) If the filling, leveling, clean-up, removal, securing and delivery required in Paragraph (c) is not promptly undertaken, then the Authority may after notice to Developer immediately take such actions and charge Developer for the costs thereof. Developer shall promptly remit payment of such costs to the Authority.

(e) Upon the reverter of title to the Property to the Authority and the Authority's taking possession of the Property, this Agreement shall terminate and the Authority shall have the right to immediately, and without need for notice or opportunity to cure, exercise any or all of its remedies relating to the Property (including the right of reverter described in Section 5 of the Grant Deed). Within ten (10) business days of such termination, Developer shall deliver all work product prepared with regard to the Property or the Project, including (but not limited to), all plans, construction documents, soils tests and similar reports, permits and other entitlements to the Authority. Notwithstanding anything to the contrary contained in the Assignment of Agreements between the Parties (**Attachment No. 9**), upon termination of this Agreement pursuant to this Section 2.19, Developer shall promptly deliver all Plans and specifications and all architectural agreements to the Authority and the Authority may enforce the rights of Developer under the architect agreements and of its rights to the Plans and specifications and may initiate or participate in any legal proceedings respecting the enforcement of said rights.

(f) Developer shall reimburse the Authority immediately upon written demand by the Authority for all costs reasonably incurred by the Authority (including the reasonable fees and expenses of attorneys and other consultants) in connection with the enforcement of this Section 2.19, including without limitation (i) costs incurred to cure a default by Developer under the Construction Loan, (ii) costs incurred pursuant to paragraph (d) of this Section and (iii) costs incurred to effectuate the reverter to the Authority of title to the Property. Such reimbursement obligations shall survive the termination of this Agreement.

ARTICLE 3 DEVELOPMENT OF THE PROPERTY

Section 3.1 Land Use Approvals

It is the responsibility of Developer, without cost to Authority, to ensure that zoning of the Property and all applicable County and City land use requirements will permit development

and construction of the Improvements and the use, operation and maintenance of such Improvements in accordance with the provisions of this Agreement. The following shall be conditions of the Closing and shall be accomplished by the date set forth in the Schedule of Performance: (A) Developer shall submit and Executive Director or designee shall review and approve/disapprove complete Final Construction Drawings; (B) Developer shall obtain all entitlements, approvals, variances and permits necessary for the construction of the Improvements, and (C) Developer shall satisfy all other conditions precedent to the Closing as set forth herein and in the Method of Financing. Nothing contained herein shall be deemed to entitle Developer to any City or County permit or other City or County approval necessary for the development of the Property, or waive any applicable City or County requirements relating thereto. This Agreement does not (a) grant any land use entitlement to Developer, (b) supersede, nullify or amend any condition which may be imposed by the City or the County in connection with approval of the development described herein, (c) guarantee to Developer or any other party any profits from the development of the Property, or (d) amend any City or County laws, codes or rules. This is not a Development Agreement as provided in Government Code Section 65864.

Section 3.2 Scope of Development

The Property shall be developed in accordance with and within the limitations established in the "Scope of Development" (which is attached to this Agreement as **Attachment No. 6** and incorporated herein by reference) and subsequent plans approved by the Authority pursuant to this Agreement and permits issued by the City of Jurupa Valley and other Governmental Authorities.

Section 3.3 Basic Concept, Schematic Drawings and Related Documents

(a) Developer shall prepare and submit schematic and construction drawings and related documents for the development of the Property (collectively called "Plans") to the Authority for review (including, but not limited to, architectural review) and written approval within the time established in the Schedule of Performance. Basic concept and schematic drawings shall include a site plan, elevations and sections of the Improvements as they are to be developed and constructed on the Property. Final drawings, plans, and specifications are hereby defined as those in sufficient detail to obtain a building permit.

(b) The Property shall be developed as established in the basic concept and schematic drawings and related documents except as changes may be mutually agreed upon between Developer and the Executive Director or designee. Any such changes shall be within the limitations of the Scope of Development.

(c) Approval of progressively more detailed Plans will be promptly granted by the Authority Executive Director or designee if developed as a logical evolution of Plans theretofore approved. Any items so submitted and approved by the Executive Director or designee shall not be subject to subsequent disapproval. In the event of the disapproval by the Authority of any plans submitted by Developer, Authority shall promptly communicate in writing to Developer all reasons for such disapproval and all requirements for subsequent approval of revised plans.

(d) During the preparation of all Plans, the Authority staff and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of Plans and related documents by Authority. Authority staff and Developer shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to the Authority can receive prompt and speedy consideration.

(e) If any revisions or corrections of Plans approved by the Authority shall be required by a governmental official, agency, department or bureau having jurisdiction over the development of the Property, Developer and the Authority Executive Director or designee shall cooperate in efforts to obtain waivers of such requirements or to develop a mutually acceptable alternative. Neither the Authority Executive Director or designee or Developer shall unreasonably withhold approval of a mutually acceptable alternative.

Section 3.4 Landscaping and Grading Plans

(a) Developer shall prepare and submit to the Authority for its approval preliminary and final landscaping and preliminary and finish grading plans for the Property. These plans shall be prepared and submitted within the times established in the Schedule of Performance (**Attachment No. 3**).

(b) The landscaping plans shall be prepared by a professional landscape architect and the grading plans shall be prepared by a licensed civil engineer. Such landscape architect and/or civil engineer may be the same firm as Developer's architect. Within the times established in the Schedule of Performance, Developer shall submit to the Authority for approval the name and qualifications of its architect, landscape architect and civil engineer.

Section 3.5 Authority Approval of Plans

(a) Subject to the terms of this Agreement, the Authority shall have the right to review (including without limitation architectural review) and approve or disapprove all Plans and submissions, including any proposed substantial changes to any such Plans or submissions approved by Authority. Upon receipt of any disapproval, Developer shall revise the Plans, and shall resubmit to the Authority Executive Director or designee as soon as possible after receipt of the notice of disapproval. Any disapproval shall state in writing the reasons for disapproval and the changes which the Executive Director or designee requests to be made. Such reasons and such changes must be consistent with the Scope of Development (**Attachment No. 6**) and any items previously approved hereunder. Developer, upon receipt of a disapproval based upon powers reserved by the Authority hereunder shall revise the Plans, and shall resubmit to the Executive Director or designee as soon as possible after receipt of the notice of disapproval.

(b) If Developer desires to make any substantial change in the Final Construction Drawings after their approval, such proposed change shall be submitted to the Authority Executive Director or designee for approval.

Section 3.6 Cost of Construction

The cost of developing and constructing the Improvements on the Property, including any

offsite or onsite improvements required by any Governmental Entity in connection therewith, shall be the responsibility of Developer, without any cost to Authority. Developer shall be responsible for paying all Development Costs, as provided in the Method of Financing or as otherwise approved by the Authority Executive Director. The Development Costs are set forth in the Project Budget (**Attachment No. 7**), which shall be subject to change from time-to-time as provided in the Method of Financing. The Parties anticipate that no payment or performance bonds will be required by Construction Lender. However, if Construction Lender does in fact require such bonds, Developer shall take commercially reasonable steps to cause the Authority to be named as an additional obligee on any such bonds.

Section 3.7 Schedule of Performance

(a) Each party to this Agreement shall perform the obligations to be performed by such party pursuant to this Agreement within the respective times provided in the Schedule of Performance (**Attachment No. 3**), and if no such time is provided, within a reasonable time. The Schedule of Performance shall be subject to amendment from time to time upon the mutual agreement of the Authority and Developer. The Authority Executive Director or designee, on behalf of Authority, and without referring such matter to the Authority's Board of Commissioners may extend all pending deadlines in the Schedule of Performance on four (4) or fewer occasions.

(b) After the Closing, Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Improvements as provided herein and in the Scope of Development (**Attachment No. 6**).

(c) During periods of construction, Developer shall submit to the Authority a written report of the progress of construction when and as reasonably requested by the Authority, but not more frequently than once every quarter. The report shall be in such form and detail as may be reasonably required by the Authority and shall include a reasonable number of construction photographs (if requested) taken since the last report by Developer.

Section 3.8 Local, State, and Federal Laws

(a) The Developer shall carry out development and construction (as defined by applicable law) of the Improvements on the Property, including, without limitation, any and all public works, (as defined by applicable law), if any, in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any applicable requirement to pay state prevailing wages). Developer hereby agrees that Developer shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer hereby agrees that Developer shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer shall indemnify, protect, defend and

hold harmless the Authority, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives with counsel reasonably acceptable to Authority and County, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development and/or construction (as defined by applicable law) of the Improvements, including, without limitation, any and all public works (if any) (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Chapter 804, Statutes of 2003; (3) the implementation of Sections 1726 and 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (4) failure by Developer to provide any required disclosure representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and/or (5) failure by Developer to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer hereby expressly acknowledges and agrees that neither the Authority nor the County has ever previously affirmatively represented to the Developer or its contractor(s) for the Improvements in writing or otherwise, that the work to be covered by the bid or contract is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law) of the Improvements, including, without limitation, any public work (as defined by applicable law), if any, Developer shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. "Increased costs" as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after Completion and the recordation of the Release of Construction Covenants.

(b) Developer shall require that any contractor or subcontractor engaged in work on the Project shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990, et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103 are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(c) Developer shall be responsible for obtaining all Permits and land use approvals required by the City for the construction of the Improvements, ensuring that the use of the Property for the purposes described in this Agreement complies with the zoning and other City

land use regulations (including any applicable exemptions and/or exceptions) applicable to the Property at the time of Closing.

(d) Before commencement of demolition, construction or development of any buildings, structures or other work of improvement upon any portion of the Property, Developer shall, at its own expense, secure or cause to be secured, any and all permits which may be required by the City or any other Governmental Authority affected by such construction, development or work.

Section 3.9 Notice of Non-Responsibility

Authority shall, at any and all times during the term of this Agreement, have the right to post and maintain on the Property, and record against the Property, as required by law, any notice or notices of non-responsibility provided for by the mechanics' lien laws of the State of California; provided, however, that Developer shall, on behalf of the Authority, post and maintain on the Property, and record against the Property, all notices of non-responsibility provided for by the mechanics' lien laws of the State of California.

Section 3.10 Nondiscrimination During Construction

Developer, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Section 3.11 Indemnification and Insurance

Developer shall indemnify and hold harmless the **Authority, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives** (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Developer, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Developer, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Developer shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Developer, Developer shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Authority; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Developer's indemnification to Indemnitees as set forth herein.

Developer's obligation hereunder shall be satisfied when Developer has provided to Authority the appropriate form of dismissal relieving Authority and the other Indemnitees from

any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Developer's obligations to indemnify and hold harmless Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Developer from indemnifying Authority to the fullest extent allowed by law.

The foregoing indemnity shall continue to remain in effect after the Completion.

Without limiting or diminishing Developer's obligation to indemnify or hold Authority harmless, Developer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

a) **Worker's Compensation Insurance.** If Developer has employees as defined by the State of California, Developer shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Authority, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b) **Commercial General Liability Insurance.** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Developer's performance of its obligations hereunder. Policy shall name the Authority, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c) **Vehicle Liability Insurance.** If vehicles or mobile equipment are used in the performance of the obligations under this Covenant, then Developer shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Authority, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insured or provide similar evidence of coverage approved by County's Risk Manager ("Risk Manager").

d) **Property (Physical Damage).** Developer shall provide a policy of all-risk property insurance coverage for the full replacement value of all Developer's equipment, improvements/alterations, temporary structures, and systems, including without limitation, items owned by others in the Developer's care, custody or control, used on the Property or other Authority-owned property, or used in any way connected with the performance of the work

required pursuant to this Agreement.

e) **Builder's All Risk (Course of Construction) Insurance.** Developer shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage including (if the work is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the Authority, Developer and every subcontractor, of every tier, for the entire Project, including property to be used in the construction of the work while such property is at off-site storage locations or while in transit or temporary off-site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Developer or others, evidence of such separate coverage shall be provided to Authority prior to the start of the work. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery and equipment being installed as part of the work. Developer shall be responsible for any and all deductibles under such policy. Upon request by Authority, Developer shall declare all terms, conditions, coverages and limits of such policy. If the Authority so provides, in its sole discretion, the All Risk (Course of Construction) insurance for the Project, then Developer shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

f) **General Insurance Provisions – All Lines.**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by Risk Manager. If Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. Developer's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of Risk Manager. Upon notification of self-insured retention unacceptable to Authority, and at the election of Risk Manager, Developer's carriers shall either: (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Developer shall cause Developer's insurance carrier(s) to furnish the Authority with copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Authority prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Developer shall not continue operations until Authority has been furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required herein. An

individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.

4. It is understood and agreed to by the parties hereto that Developer's insurance shall be construed as primary insurance, and Authority's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), then Authority reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in Risk Manager's reasonable judgment, the amount or type of insurance carried by Developer has become inadequate.

6. Developer shall pass down the insurance obligations contained herein to all tiers of subcontractors.

7. Developer agrees to notify Authority of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Agreement.

Section 3.12 Disclaimer of Responsibility by the Authority

The Authority neither undertakes nor assumes nor will have any responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the development or construction of the Improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Property, any person furnishing the same, or otherwise. Developer and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to any third party by the Authority in connection with such matter is for the public purpose of redeveloping the Property, and neither Developer (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. The Authority shall not be responsible for any of the work of construction, improvement or development of the Property.

Section 3.13 Rights of Access

Commencing upon the Closing, representatives of the Authority and the County shall have the reasonable right of access to the Property, upon 24 hours' written notice to Developer (except in the case of an emergency, in which case Authority shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Improvements. Such representatives of the Authority or County shall be those who are so identified in writing by the Executive Director of the Authority.

Section 3.14 Taxes, Assessments, Encumbrances and Liens

Commencing upon the Closing, Developer shall pay when due all real estate taxes and assessments assessed and levied on or against the Property or any portion thereof. Developer's

obligation to pay taxes and assessments shall terminate as to each Unit upon the sale and conveyance of title of that Unit to a Purchaser. Developer shall not place, or allow to be placed, against the Property or any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by this Agreement. Developer shall remove, or shall have removed, any levy or attachment made on the Property (or any portion thereof), or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amount of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto. The covenants of Developer set forth in this Section 3.14 relating to the placement of any unauthorized mortgage, trust deed, encumbrance or lien, shall remain in effect until issuance of the Release of Construction Covenants.

Section 3.15 Prohibition Against Transfer

(a) Prior to Completion, Developer shall not, except as permitted by this Agreement, including without limitation Sections 1.1 (definition of "Permitted Transfer") and 1.5, assign or attempt to assign this Agreement or any right herein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Developer's interest in the Property or the Improvements thereon, without prior written approval of the Authority. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property, nor shall it prohibit Permitted Transfers.

(b) Except as permitted by paragraph a., in the event Developer does assign this Agreement or any of the rights herein, or does sell, transfer, convey or assign the Developer's interest in the Property (or any portion thereof) prior to Completion without the written approval of the Authority, subject to the notice and cure provisions of Section 5.1, the Authority shall have the right to terminate this Agreement.

(c) In the absence of a specific written agreement by the Authority, and except as otherwise provided in this Agreement, no such sale, transfer, conveyance or assignment of this Agreement or Developer's interest in the Property (or any portion thereof), or approval by the Authority of any such sale, transfer, conveyance or assignment, shall be deemed to relieve Developer or any other party from any obligations under this Agreement.

Section 3.16 No Encumbrances Except Senior Loans

(a) Notwithstanding Section 3.15 (Prohibition Against Transfer), upon and after the Closing, Developer shall have the right to encumber the Property with one or more Senior Loan deeds of trust, but only for the purpose of securing loans of funds to be used for financing the Development Costs and other expenditures necessary and appropriate to develop the Property under this Agreement, consistent with the amounts to be financed by Developer per the Method of Financing ("Permitted Financing Purposes"). Prior to Completion: (1) Developer shall not have any authority to encumber the Property for any purpose other than Permitted Financing Purposes; (2) Developer shall notify the Authority, in writing, in advance of any proposed financing; and (3) Developer shall not enter into any agreements for non-Permitted Financing Purposes requiring a conveyance of security interests in the Property without the prior written

approval of the Authority. The maker of any loan approved by the Authority pursuant to this Section 3.16 shall not be bound by any amendment, implementation agreement or modification to this Agreement subsequent to its approval without such lender giving its prior written consent.

(b) In any event, Developer shall promptly notify the Authority of any security interest created or attached to the Property whether by voluntary act of Developer or otherwise.

(c) The words "security interest" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction and land development.

(d) The Authority Executive Director or designee shall have the authority to make reasonable modifications to Sections 3.17 through 3.19 that may be requested by a Senior Lender, provided such modification does not adversely affect the receipt of any material benefit by Authority hereunder, including without limitation subordination of the affordability covenants in the Agreement Containing Covenants (**Attachment No. 11**). Upon the reasonable request of a Senior Lender, the Authority Executive Director or designee shall execute from time-to-time such reasonable interpretations and estoppel certificates to the extent they are consistent with the terms of this Agreement.

(e) The requirements of this Section 3.16 shall not apply following Completion.

Section 3.17 Lender Not Obligated to Construct Improvements

No lender shall be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit, or authorize any such lender to devote the Property to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

Section 3.18 Notice of Default to lenders; Right of lender to Cure Defaults

Whenever the Authority shall deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Improvements, the Authority shall at the same time deliver to each Senior Lender of record a copy of such notice or demand. Each such Senior Lender shall (insofar as the rights of the Authority are concerned) have the right at its option within ninety (90) days after the receipt of the notice, to cure or remedy, or commence 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 Senior Lender upon obtaining possession of the Property, such Senior Lender shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within ninety (90) days after obtaining possession; provided that in the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced within such ninety-(90) day period, such Senior Lender shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity not to exceed ninety (90) days; and provided further that such Senior Lender shall not be required to remedy or cure any non-curable default of Developer. Any Senior Lender who forecloses on its Senior Loan, or is assigned or

otherwise succeeds to Developer's rights under this Agreement, shall have the right to undertake or continue the construction or completion of the Improvements upon execution of a written agreement with the Authority by which such Senior Lender expressly assumes Developer's rights and obligations under this Agreement, approval of which agreement shall not be unreasonably withheld by Authority. Any such Senior Lender properly completing such improvements shall be entitled, upon written request made to the Authority, to a Release of Construction Covenants from the Authority.

Section 3.19 Failure of Lender to Complete Improvements

In any case where, six (6) months after default by Developer, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property (or portion thereof) has not elected to completed construction of the Improvements, or, if it has elected to complete the Improvements, it has not proceeded diligently with construction, the Authority has the right, but not the obligation, to purchase the mortgage, deed of trust or other security interest by payment to the holder of the full amount of the unpaid principal debt, plus any accrued and unpaid interest and other charges secured by the mortgage instrument approved in writing by the Authority.

Section 3.20 Right of Authority to Cure Defaults

In the event of a default or breach by Developer of a Senior Loan prior to Completion and prior to completion of a foreclosure by a Senior Lender, and the Senior Lender has not commenced to complete the development, the Authority may cure the default at any time prior to completion by a Senior Lender of any foreclosure under its senior deed of trust. In such event, the Authority shall be entitled to reimbursement from Developer of all costs and expenses incurred by the Authority in curing the default. The Authority shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subordinate and subject to the Senior Loans.

Section 3.21 Right of Authority to Satisfy Other Liens on the Property

Prior to Completion and after Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on its interest in the Property, the Authority shall have the right, but not the obligation, to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale. In such event, the Authority shall be entitled to reimbursement from Developer of all costs and expenses incurred by the Authority in satisfying any such liens or encumbrances. Any such lien shall be subordinate and subject to any Senior Loan.

Section 3.22 Release of Construction Covenants

(a) Promptly after Completion of the Improvements as required by this Agreement, Authority shall deliver to Developer a Release of Construction Covenants, upon written request

therefor by Developer. Authority shall not unreasonably withhold any such Release of Construction Covenants. Such Release of Construction Covenants shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement.

(b) The Release of Construction Covenants shall be in such form as to permit it to be recorded in the Office of the Recorder of the County of Riverside.

(c) If Authority fails to deliver the Release of Construction Covenants within fifteen (15) days after written request from Developer, Authority shall provide Developer with a written statement of its reasons (the "Statement of Reasons") within that fifteen (15)-day period. The statement shall also set forth the steps Developer must take to obtain the Release of Construction Covenants. If the reasons are confined to the immediate unavailability of specific items or materials for landscaping, or to so-called "punch list" items identified by Authority, Authority will issue the Release of Construction Covenants upon the posting of a bond by Developer with Authority in an amount representing Authority's estimate of the cost to complete the work.

(d) Such Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Senior Lender, or any insurer of a mortgage securing money loaned to finance the Improvements, nor any part thereof. Such Release of Construction Covenants is not a Notice of Completion as referred to in Section 3093 of the California Civil Code.

ARTICLE 4 USE OF THE PROPERTY

Section 4.1 Uses

Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Developer, such successors and such assignees shall use the Property only for the uses specified in the Redevelopment Plan, this Agreement including without limitation the Scope of Development (**Attachment No. 6**) and the Agreement Containing Covenants (**Attachment No. 11**). No change in the use of the Property shall be permitted without the prior written approval of Authority.

Notwithstanding the generality of the first paragraph in this Section 4.1, Developer, its successors and assigns, shall use the Property only for the uses permitted in this Agreement, specifically including the following: (i) residential for-sale uses, consisting of 26 Restricted Units; (ii) the 42,000 square feet of open space improvements including park space, playground, basketball court, walking paths, and picnic areas, and (iii) the private road ways.

Developer covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof) that during the Restricted Period, Developer, its successors and assigns shall use the Property as follows:

(a) Developer, its successors and assigns shall develop and construct on the Property no less than 26 Units of for-sale affordable housing pursuant to the Scope of Development, this Agreement and applicable Plans;

(b) Restricted Units shall be sold to and occupied exclusively by Lower Income First Time Homebuyers, for an Affordable Sales Price. This requirement shall be deemed satisfied when Developer has sold one hundred percent (100%) of the Restricted Units to Lower Income First Time Homebuyers. Developer acknowledges and agrees that the Authority shall record against the Property a "Notice of Affordability Restrictions on Transfer of Real Property" in the form of **Attachment No. 10** to this Agreement, as required by Health & Safety Code Sections 33334.3 and 33413.

(c) Developer shall be responsible for obtaining all source documentation evidencing income qualifications as required by this Agreement. Developer shall comply with applicable Fair Housing Act ("**FHA**") requirements in consultation with the County of Riverside and subject to FHA and other applicable legal requirements provide priority in the selection of Purchasers of the Restricted Units to (i) veterans, (ii) persons and families displaced as a result of the acquisition of property by the Authority or by other redevelopment activities in the County of Riverside, and (iii) to Purchasers who live or work in the County of Riverside ("**County of Riverside Residents**"). Developer shall cooperate with the Authority prior to the initial sale of any Units to effectuate this provision. Developer must accept any Authority displacee or County of Riverside Resident who meets Developer's selection criteria. The Developer agrees that prior to the initial sale of any Restricted Units, Developer shall consult with and obtain the written approval of the Authority in developing a fair marketing plan ("**Marketing Plan**") for selling the Restricted Units that is consistent with the terms and provisions of this Agreement. Developer agrees to provide notice to the Authority, in writing, prior to beginning to market any of the Restricted Units.

(d) Developer shall cause all Purchasers to execute the following documents on or prior to the Close of Escrow for a Restricted Unit: (1) Addendum to Grant Deed substantially conforming in form and substance to the form of Addendum to Grant Deed attached hereto as **Attachment No. XX** which is incorporated herein by this reference; (2) Affordable Housing Resale Restrictions, for the benefit of the Authority, substantially in the form and of substance approved in writing by the Authority and County Counsel in its sole discretion; and (3) any other document requested by Authority which is necessary to effectuate the terms and provisions of this Agreement. Failure to execute the aforementioned documents should constitute a default herein.

(e) Prior to initial sale and occupancy of any Unit, Developer shall prepare and submit to the Authority Executive Director for approval Covenants, Conditions and Restrictions ("**CC&Rs**") which, among other things shall also be subject to the approval of any lender and the California Department of Real Estate and which shall comply with applicable FHA, Fannie Mae and Freddie Mac requirements. The CC&Rs shall be recorded against the Property consisting of the Units and the applicable common area and shall run with the land. The Property shall be maintained in accordance with the CC&Rs approved by the Authority.

(f) No officer, employee, agent, official or consultant of Developer may purchase or occupy any of the Restricted Units.

Section 4.2 Maintenance of the Property

In addition to the property maintenance requirements set forth in the Agreement Containing Covenants, Developer covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof) that prior to the construction of the Improvements, Developer shall maintain and secure the Property in accordance with reasonable vacant property management practices, and upon and after construction, Developer, its successors and assigns, shall maintain the Property and any improvements thereon and the landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property, in accordance with this Agreement and the County of Riverside Municipal Code, as follows:

(a) Exterior Maintenance. All exterior, painted surfaces of any structures located on the Property shall be maintained at all times in a clean and presentable manner. Any such defacing marks shall be cleaned or removed within a reasonable time.

(b) Front and Side Exteriors. Developer shall, at all times, maintain the front exterior and any visible side exteriors and yards, if any, in a clean, safe and presentable manner.

(c) Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures, must be removed from the Property and any necessary painting or repair completed within a reasonable time, but in no event more than one (1) week after notice to Developer from Authority.

(d) Landscaping. All landscaping surrounding the Property shall be maintained in a manner consistent with standards of the County of Riverside Code (the "Code") and any rules, regulations and standards adopted pursuant to the Code. In addition, for example, the yard areas shall not contain the following: (i) lawns with grasses in excess of nine (9) inches in height; (ii) trees, shrubbery, lawns or other plant life which are dying from a lack of water or other necessary maintenance; (iii) trees and shrubbery grown uncontrolled without proper pruning; (iv) vegetation so overgrown as to be likely to harbor rats or vermin; (v) dead, decayed or diseased trees, weeds and other vegetation; and (vi) inoperative irrigation systems.

(e) Maintenance by Developer. Developer shall, at his, her or their sole cost and expense, maintain and repair the Property and the improvements thereon, keeping the same in good condition and making all repairs as may be required by this Agreement and the Code.

(f) Damage and Destruction Affecting Property -- Duty to Rebuild. If all or any portion of the Property and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of Developer to rebuild, repair or reconstruct the Property in a timely manner to restore it to Code compliance condition or the condition required by the City.

(g) Variance in Exterior Appearance and Design. If the Property is damaged or destroyed by casualty, Developer may not, without the prior written consent of the Authority, reconstruct, rebuild or repair the Property in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

(h) Time Limitation. In the event of damage or destruction due to casualty, Developer shall be obligated to proceed with all due diligence to commence reconstruction within two (2) months after the damage occurs and to complete reconstruction within a reasonable time after damage occurs, unless prevented by causes beyond the reasonable control of Developer as reasonably determined by Authority.

(i) Inspection. In the event the Authority, in the sole discretion of the Authority Executive Director, determines that the Developer has failed to maintain the Property, the Authority, or its designee, on two (2) weeks' prior written notice of any noted code violations and maintenance deficiencies (collectively, the "Deficiencies"), shall have the right, but not the obligation, to enter the Property, correct any Deficiency, and hold the Developer responsible for the cost thereof. Any cost incurred by the Developer to cure any such Deficiency, until paid, shall constitute a lien on the Property pursuant to Civil Code Section 2881.

Upon sale of Units, Developer shall have the right to assign its responsibilities pursuant to this Section 4.2 to the Purchasers of the Units or homeowners association. It is the intention of the parties to this Agreement that Developer's obligations pursuant to this Section shall be transferred to the homeowners association as to common areas, and to each Purchaser of a Unit as to the respective Units.

Section 4.3 Obligation to Refrain from Discrimination

Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall Developer, 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 selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The grantee herein covenants by and for himself or 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. The foregoing covenants shall run with the land."

- b. 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:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, 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."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself 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 of the land."

Section 4.4 Effect and Duration of Covenants

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on Developer and any successor in interest to the Property or any part thereof for the benefit and in favor of the Authority, its successors and assigns. The covenants shall remain in effect for the period of forty-five (45) years from the recordation of the Release of Construction Covenants in the Official Records.

Section 4.5 Effect of Violation of the Terms and Provisions of this Agreement

The Authority is deemed beneficiary of the terms and provisions of this Agreement and the covenants herein, both for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Agreement and the covenants running with the land have been provided. The Authority shall have the right if the covenants contained in this Agreement 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 this Agreement and covenants are entitled.

Section 4.6 Hazardous Substances

At the Closing, Developer shall execute and deliver to the Authority an Environmental Indemnity, substantially in the form attached hereto as **Attachment No. 8**.

ARTICLE 5 DEFAULTS, REMEDIES AND TERMINATION

Section 5.1 Defaults - General

(a) Subject to the Force Majeure Delay, as provided in Section 6.4, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

(b) The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(c) If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by the injured party.

(d) If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party, but in no event no more than ninety (90) days from the date of the notice of default. In no event shall the injured party be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given.

Section 5.2 Institution of Legal Actions

Subject to the notice and cure provisions of Section 5.1, in addition to any other rights or remedies (and except as otherwise provided in this Agreement), either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

Section 5.3 Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section 5.4 Acceptance of Service of Process

(a) In the event that any legal action is commenced by the Developer against the Authority, service of process on the Authority shall be made by personal service upon the County of Riverside Clerk of the Board.

(b) In the event that any legal action is commenced by the Authority against the Developer, service of process on the Developer shall be made by personal service upon the Developer (or upon an officer of the Developer) and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

Section 5.5 Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 5.6 Damages

If either party defaults with regard to any of the provisions of this Agreement, subject to the notice and cure provisions of Section 5.1, the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may, after such notice and opportunity to cure (but not before) commence an action for damages against the defaulting party with respect to such default.

Section 5.7 Specific Performance

If either party defaults with regard to any of the provisions of this Agreement, subject to the notice and cure provisions of Section 5.1, the non-defaulting party, at its option, may, after such notice and opportunity to cure (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

Section 5.8 Termination

Prior to the Close of Escrow, either party shall have the right to terminate this Agreement in the event the other party is in default of any material term or provision of this Agreement, and, following notice, fails to cure such default within the time provided in Section 5.1.

Section 5.9 Termination By Authority After Closing

(a) Upon the failure of the Construction Financing Event to occur within the time period set forth in the Schedule of Performance, or any extension of such time period approved by the Authority's Executive Director, this Agreement shall terminate pursuant to Section 2.19.

(b) After the Construction Financing Event, but before Completion of the Improvements, and the sale of all of the Restricted Units to Lower Income First Time Homebuyers in accordance with this Agreement, Authority shall have the additional right to terminate this Agreement in the event any of the following defaults shall occur :

- (1) Developer fails to maintain the Property, or fails to commence construction of the Improvements as required by this Agreement, for a period of sixty (60) days after written notice from the Authority, provided that the Developer shall not have obtained an extension or postponement to which the Developer may be entitled pursuant to Section 6.4 hereof; or
- (2) Subject to Force Majeure, Developer abandons the Property or, after the Construction Financing Event, substantially suspends construction of the improvements for a period of thirty (30) days after written notice has been given by the Authority to the Developer, provided the Developer has not obtained an extension or postponement to which the Developer may be entitled to pursuant to Section 6.4 hereof; or
- (3) Developer assigns or attempts to assign this Agreement, or any rights herein, or, transfer (except for sales of Units to purchasers which shall not close until a Release of Construction Covenants is issued), or suffer any involuntary transfer of the Property, or any part thereof, in violation of this Agreement, and such breach is not cured within thirty (30) days after the date of written notice thereof; or
- (4) Developer otherwise materially breaches this Agreement, and such breach is not cured within the respective times provided in Section 5.1 of this Agreement.

(c) The cure periods established in paragraphs a. and b. shall run concurrently with one another and with any other rights to cure set forth in this Agreement or any other instrument.

(d) The rights established in paragraph b. shall not apply after the Authority has issued a Release of Construction Covenants.

(e) In the event the Authority terminates this Agreement pursuant to paragraph a. or

b. of this Section 5.9, the Authority shall have the right to exercise all remedies available to the Authority under law, and shall retain its rights under Section 5.10, notwithstanding the termination of this Agreement.

Section 5.10 Right of Reentry

(a) Subject to the notice and cure provisions of Section 5.1 and the Construction Loan, in the event of an uncured default described in Section 5.9, the Authority shall have the additional right, at its option, to reenter and take possession of the Property (or any portion thereof) with all improvements thereon, and to terminate and revest in the Authority the estate theretofore conveyed to the Developer and Developer shall thereupon forfeit its title to the Property and the Improvements.

(b) Such right to reenter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit the rights of the Construction Lender, and the Authority's rights shall be subject to any rights or interests provided in this Agreement for the protection of the Construction Lender or in any subordination agreements in favor of such entities.

(c) The Grant Deed shall contain appropriate reference and provision to give effect to the Authority's right, as set forth in this Section 5.10 under specified circumstances prior to Completion of the Improvements, to reenter and take possession of the Property, with all improvements thereon, and to terminate and revest in the Authority the estate conveyed to the Developer.

(d) Upon the revesting in the Authority of title to the Property, as provided in this Section 5.10, the Authority shall use its diligent and good faith efforts to resell the Property as soon and in such manner as the Authority shall find feasible in its sole discretion, to a qualified and responsible party or parties (as determined by the Authority in its sole discretion), who will assume the obligation of making or completing the Improvements, or such other improvements in their stead as shall be satisfactory to the Authority in its sole discretion and consistent with the CRL. Upon such resale of the Property, the proceeds thereof shall be applied to:

- (1) Repayment in full of the outstanding balance of the Construction Loan, if any;
- (2) Reimburse the Authority on its own behalf of all costs and expenses incurred by the Authority, including salaries of personnel engaged in such action, in connection with the recapture, management and resale of the Property, or any part thereof (but less any income derived by the Authority from the sale of the Property, or any part thereof, or from the management of such Property); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (or, in the event the Property, or any part thereof, is exempt from taxation or assessment or such charges during the period of Developer's ownership, then such taxes, assessments or charges as would have been payable if the Property, or part thereof, were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being

made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Property, or any part thereof; and any amounts otherwise owing to the Authority by the Developer and its successor or transferee; and

- (3) Reimburse the Developer, its successor or transferee, for Developer equity up to the amount equal to: (i) the costs incurred for the development of the Property, or any part thereof, or for the construction of the agreed improvements thereon, less (ii) the sum of (A) the outstanding balance of the Construction Loan; less (B) gains or income withdrawn or realized by Developer, its successors or assigns from the Property or from the improvements on the Property; and less (C) amounts used to pay in full the outstanding balance of any mortgage or deed of trust other than those listed in clause (ii)(A) of this paragraph; and any balance remaining after such reimbursements shall be retained by the Authority as its property.

(e) upon the reversioning in the Authority of title to the Property, the Authority shall have the right, in its sole discretion and as an alternative to selling the Property, to undertake the Completion of the Improvements, and the sale of the Units as set forth in this Agreement; provided that, in order to exercise this right, the Authority shall assume all of Developer's rights and obligations under the Construction Loan, or, if the Construction Lender will not agree to the Authority assuming Developer's obligations under the Construction Loan, then the Authority shall repay the outstanding balance of the Construction Loan. Upon the sale of the Units, the net proceeds shall be applied as follows:

- (1) Repayment in full of the outstanding balance of the Construction Loan, if such loan has been assumed by the Authority, or the outstanding balance of any loan that has been obtained by the Authority to refinance the Construction Loan;
- (2) Reimburse the Authority on its own behalf of all costs and expenses incurred by the Authority, including salaries of personnel engaged in such action, in connection with the recapture of the Property, or any part thereof, the assumption of any mortgage or loan on the Project, the Completion of the Improvements, the sale of the Units (but less any income derived by the Authority from the sale of the Units or from the management of such Property); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (or, in the event the Property, or any part thereof, is exempt from taxation or assessment or such charges during the period of Developer's ownership, then such taxes, assessments or charges as would have been payable if the Property, or part thereof, were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees;

any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Property, or any part thereof; and any amounts otherwise owing to the Authority by the Developer and its successor or transferee;

- (3) Reimburse the Developer, its successor or transferee, for Developer equity up to the amount equal to: (i) the costs incurred by Developer or its successor or transferee for the development of the Property, or any part thereof, or for the construction of the agreed improvements thereon, less (ii) the sum of (A) the outstanding balance of the Construction Loan (measured at the assumption of such loan by the Authority or at the Authority's repayment of the Construction Loan if it is not assumed by the Authority); less (B) gains or income withdrawn or realized by Developer, its successors or assigns from the Property or from the improvements on the Property; less (C) amounts used to pay in full the outstanding balance of any mortgage or deed of trust other than those listed in clause (ii)(A) of this paragraph; and
- (4) Any balance remaining after such reimbursements shall be retained by the Authority as its property.

(f) To the extent that the right established in this Section 5.10 involves a forfeiture, it must be strictly interpreted against the Authority, the party for whose benefit it is created. The rights established in this Section 5.10 are expressly authorized by Health and Safety Code section 33438 and are to be interpreted in light of the fact that the Authority will convey the Property to the Developer for development and not for speculation.

ARTICLE 6 GENERAL PROVISIONS

Section 6.1 Notices, Demands and Communications between the Parties

(a) Formal notices, demands and communications between the Authority and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Authority and the Developer, as designated in Sections 1.3 and 1.4 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 6.1. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

(b) The Authority shall use good faith efforts to deliver copies of any notices of default delivered to Developer after the Construction Financing Event, to the Construction Lender, at such addresses for receipt of notice as shall be provided to the Authority in writing.

Section 6.2 Conflicts of Interest

(a) No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

(b) The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

Section 6.3 Nonliability of Authority Officials and Employees

No member, official, employee or consultant of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement.

Section 6.4 Force Majeure

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to Force Majeure Events.

Section 6.5 Inspection of Books and Records

The Developer shall maintain complete, accurate, and current records, accounts, documentation and other material pertaining to the Property and the Project and its financing for a period of five (5) years after the Sale of each Restricted Unit, and shall permit any duly authorized representative, designee or invitee of the Authority, upon reasonable advance notice, to inspect and copy records, including records pertaining to income and household size of purchasers of the Restricted Units, during regular business hours. Records must be kept accurate and current.

Section 6.6 Approvals

(a) Except as otherwise expressly provided in this Agreement, approvals required of Authority or Developer in this Agreement, including the attachments hereto, shall not be unreasonably withheld or delayed. All approvals shall be in writing. Failure by either party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval, and failure by either party to disapprove a matter within the time provided for approval of the matter shall not be deemed an approval.

(b) Except as otherwise expressly provided in this Agreement, approvals required of the Authority shall be deemed granted by the written approval of the Authority Executive

Director or designee. Notwithstanding the foregoing, the Authority Executive Director may, in his or her sole discretion, refer to the governing body of the Authority any item requiring Authority approval; otherwise, "Authority approval" means and refers to approval by the Authority Executive Director or designee.

Section 6.7 Real Estate Commissions

Neither the Authority nor the Developer shall be liable for any real estate commissions, brokerage fees or finder's fees which may arise from the sale of the Property to the Developer. The Authority and the Developer each represent to the other that it has employed no broker, agent, or finder in connection with this transaction.

Section 6.8 Further Assurances

The Developer shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the Authority may from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

Section 6.9 Construction and Interpretation of Agreement

(a) The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

(b) If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

(c) The captions of the articles, sections, and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

(d) References in this instrument to this "DDA" or this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto

(which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) means, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

(e) As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

Section 6.10 Time of Essence

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

Section 6.11 No Partnership

Nothing contained in this Agreement shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than purchaser and seller and lender and borrower according to the provisions contained herein, or cause Authority to be responsible in any way for the debts or obligations of Developer, or any other party.

Section 6.12 Compliance with Law

Developer agrees to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the Property, and the Improvements, as well as operations conducted thereon. The judgment of any court of competent jurisdiction, or the admission of Developer or any lessee or permittee in any action or proceeding against them, or any of them, whether Authority be a party thereto or not, that Developer, lessee or permittee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between Authority and Developer.

Section 6.13 Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 6.14 No Third Party Beneficiaries

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of Authority and Developer, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

Section 6.15 Authority to Sign

Developer hereby represents that the persons executing this Agreement on behalf of Developer have full authority to do so and to bind Developer to perform pursuant to the terms and conditions of this Agreement.

Section 6.16 Incorporation by Reference

Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

Section 6.17 Counterparts

This Agreement and any attachment to be executed by the parties may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

ARTICLE 7 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

(a) This Agreement shall be executed in three duplicate originals each of which is deemed to be an original. This Agreement, including all attachments hereto and exhibits appended to such attachments shall constitute the entire understanding and agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.

(c) All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Authority or the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Authority and the Developer. This Agreement and any provisions hereof may be amended by mutual written agreement by the Developer and the Authority.

ARTICLE 8 EFFECTIVE DATE OF AGREEMENT

This Agreement shall be dated for reference purposes as of the date set forth in the introductory paragraph hereof, but shall not be effective until approved by the Board of Commissioners ("Board") and executed by the Chairman of the Board.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

AUTHORITY:

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

By: _____
Marion Ashley, Chairman
Board of Commissioners

Date: _____

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown, Deputy County Counsel

DEVELOPER:

HABITAT FOR HUMANITY RIVERSIDE, County of Riverside, a California non-profit public benefit corporation

By: _____
Kathy M. Michalak, Executive Director

Date: 6/2/15

By: _____
Nicholas D. Adcock, Treasurer

Date: 6/2/15

(AUTHORITY and DEVELOPER signatures need to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)

On 6/2/15 before me, LAWANDA ROY, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared KATHY MARIE MICHALAK; NICHOLAS DANIEL ADLOCK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ATTACHMENT NO. 1
LEGAL DESCRIPTION

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

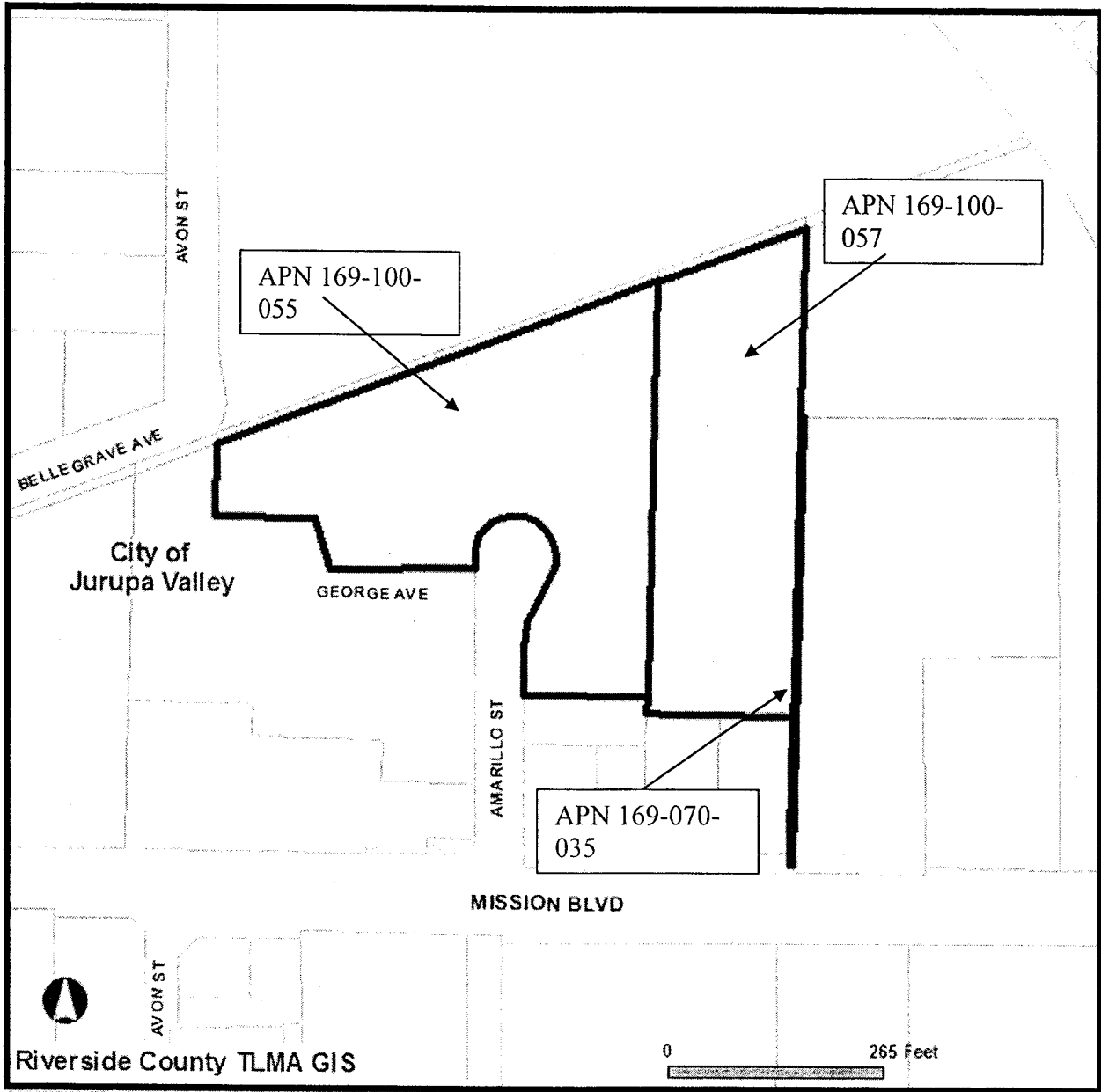
EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 169-070-035-1 formerly APN 169-070-003)

THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

Property
Site Map
APNs: 169-100-055, 169-100-057 and 169-070-035
Acres: 5.6



ATTACHMENT NO. 2

METHOD OF FINANCING

This is the Method of Financing attached to the Disposition and Development Agreement (“DDA”) between the Housing Authority of the County of Riverside (“Authority”) and Habitat for Humanity Riverside, Inc., a California nonprofit public benefit corporation (“Developer”), pertaining to the conveyance of real property (“Property”) by the Authority to Developer and the development and construction thereon of 26 for sale single-family homes (the “Units”) consisting of 8 single family homes of approximately 1,300 square feet with 3 bedrooms and 2 baths and 18 single family homes of approximately 1,500 square feet with 4 bedrooms and 2 baths to be sold to and occupied by Lower Income First-time Homebuyers for an Affordable Sales Price. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the DDA.

The Project will be financed by a combination of Necessary Capital Contributions (as defined in the DDA) in the approximate amount of \$1,600,000 and a Construction Loan in the approximate amount of \$5,200,000 issued by the California Department of Veteran Affairs (“CalVet”). The Construction Loan shall and the Necessary Capital Contributions shall be used to pay the Development Costs.

i) **Developer’s Purchase Price.** The Property is located in the City of Jurupa Valley and will be conveyed by the Authority to the Developer for a purchase price of \$1 subject to the satisfaction of certain conditions precedent set forth in the DDA. The Authority acquired the Property from the former Redevelopment Agency for the County of Riverside (“Agency”) subsequent to the dissolution of California redevelopment agencies pursuant to Dissolution Act and Authority Resolution Nos. 2012-035, 2012-001 and 2012-005, all housing functions previously performed by the former Agency, including related rights, powers, duties, obligations, and housing assets were transferred to Authority, including the Property.

ii) **Total Development Cost.** The parties estimate that the cost of the acquisition and development of the Property by Developer (“Development Costs”) will be approximately \$6,800,000. The foregoing estimate shall be subject to changes to the Project Budget as provided in Section 3 below.

iii) **Sources of Financing.** The parties anticipate that the Development Costs shall be financed with a combination of the following sources of financing: CalVet construction loans that will become permanent financing to each individual homeowner at the close of escrow for sale of unit to qualified purchaser and Necessary Capital Contributions (i.e., private donations from foundations, individuals and companies as well as gifts in kind of labor and materials).

1. **Sources of Financing.** The parties anticipate that the costs of development and construction on the Property shall be financed primarily from CalVet funds and Necessary Capital Contributions, as set forth in the following chart and as described below:

Sources

CalVet Funding	\$	5,200,000
Capital Contributions:		
Flex Cap funding	\$	400,000
J.P. Morgan Chase	\$	105,000
Jack 'n Jill of America	\$	75,000
The Home Depot Foundation	\$	220,000
Wells Fargo Foundation	\$	250,000
Bank of America Foundation	\$	250,000
Gifts in Kind Donations (labor & product)	\$	<u>300,000</u>
Total Sources	\$	6,800,000

2.1 CONSTRUCTION PERIOD FINANCING

a. Capital Contributions. The Developer shall submit to the Authority evidence of third party capital contributions to be used to pay a portion of the Development Costs in the original principal aggregate amount of approximately \$1,600,000 as a condition precedent to the Closing pursuant to Section 2.14 of the DDA.

The Developer shall be responsible for providing any additional funds which may be needed to pay for cost overruns and contingencies not otherwise funded by the sources of Construction Financing described in this Section 2.1.

b. CalVet Construction Loan. A loan from CalVet ("Construction Loan") in the original principal aggregate amount of approximately \$5,200,000 to be used to pay a portion of the Development Costs. The Construction Loan shall be secured by a first priority deed of trust.

2.2 PERMANENT SOURCES OF FINANCING

a. The Construction Loan in the approximate amount of \$5,200,000 shall be converted to conventional permanent home loans for each qualified Purchaser concurrently with the close of escrow for a Restricted Unit.

b. Necessary Capital Contributions in the approximate amount of \$1,600,000. In grants from private foundations, gifts in kind consisting of donated labor and materials from private businesses.

3. Project Budget.

a. The parties anticipate that all Development Costs shall be as set forth in the Project Budget attached to the DDA as **Attachment No. 7** ("Project Budget") and incorporated herein by this reference. The Project Budget also sets forth the anticipated revenue from sales, estimated as of the date of this Agreement. The parties acknowledge that actual sales prices and revenues will depend on market conditions and will be subject to change from time-

to-time, provided that, in no event shall the down payment, if applicable, plus First Mortgage of the Restricted Units exceed an Affordable Sales Price.

b. The Development Costs in the Project Budget shall be subject to change from time-to-time, subject to the prior written approval of material changes by the Authority Executive Director or designee, upon which approval of the Project Budget shall be replaced by an approved revised Project Budget. For purposes of this Section 3, a "material change" to the Project Budget is any change (increase or decrease) to the total Development costs, and any change (increase or decrease) of \$200,000 individually or over \$500,000 in the aggregate when taken together, over any length of time, of any individual line item, but only to the extent such change derives from a change to the Project plans and specifications and does not simply reflect that a particular line item costs more or less than anticipated. A "material change" also includes any change to the appliances, fixtures or finishes of a Restricted Unit and any change to the plans and specifications for the Open Space Improvements, no matter the dollar amount of such change.

4. No Subordination of Affordability Covenants. Notwithstanding anything to the contrary herein or in the DDA, the affordability covenants in the Agreement Containing Covenants (**Attachment No. 11** to the DDA) and the Affordable Housing Resale Restrictions shall be senior to the security instruments for all Senior Loans, including the Deed of Trust securing the Senior Loan.

5. Evidence of Financing and Marketing Plan.

a. Construction Financing. The sum of the Construction Loan plus the Necessary Capital Contributions shall be sufficient at all times to pay all Development Costs as set forth in the most recently approved Project Budget. Developer shall submit for Authority review and approval documentation evidencing (i) the Construction Loan, including copies of all documents required by the Construction Lender to obtain such financing, and (ii) the availability of the Necessary Capital Contributions from such sources as may be available to the Developer. Developer shall provide written certification to the Authority that such documents are correct copies of the actual documents to be executed by Developer or other parties on or before the Construction Financing Event. To the extent that the sum of the Construction Loan plus the Necessary capital Contributions is insufficient to pay all Development Costs, Developer shall submit evidence acceptable to the Authority Executive Director or designee that additional funds will be available as and when required to fully pay for all Development Costs.

b. Marketing Plan. Not later than the Construction Financing Event, Developer shall prepare and submit to the Authority for review a marketing plan containing the overall plan for sales and marketing of the Units.

5. Conditions Precedent to Close of Escrow for Sale of Property

The Close of Escrow for the Sale of the Property to Developer is conditioned upon the satisfaction of each condition precedent set forth in Section 2.16 of the DDA prior to the time for the Sale of the Property set forth in the Schedule of Performance. Developer shall not record the

Construction Deed of Trust until each of the conditions precedent set forth in Sections 2.16 and 2.17 of the DDA has occurred to the satisfaction of the Authority Executive Director or designee.

6. Sale of the Units

a. Following Completion of construction, Developer shall convey all twenty-six (26) of the Restricted Units to Lower Income First Time Homebuyers, for an Affordable Sales Price that is less than market rate and equal to a down payment, if applicable, plus a First Mortgage Loan, the payments on which must not exceed an Affordable Housing Cost to the buyer when added to all other components of Housing Cost, as defined in Section 6920 of Title 25 of the California Administrative Code. The designation of the Restricted Units and the actual Restricted Unit sales prices shall be established by Developer prior to marketing and sale of the Restricted Units, subject to the prior written approval of the Authority Executive Director or designee. The Authority Executive Director, or designee, shall, in his or her discretion, consider proposals by Developer to adjust pricing and sale strategies if the Units are not absorbed at the anticipated sales prices.

b. The parties currently anticipate that the positive difference between the market value of the Restricted Units (as though sold without any restrictions) and the Affordable Sales Price described in paragraph (a) shall be represented by the Second Mortgage Loan, a silent 2nd trust deed with a schedule of forgiveness.

c. The grant deed to each Restricted Unit shall be subject to an Addendum to Grant Deed substantially conforming in the form and substance to the form of Addendum to Grant Deed attached to the DDA as **Attachment No. 5**. Subject to the terms, conditions and limitations contained in the DDA, including the Addendum to Grant Deed, the Developer shall process applications from potential purchasers of the Restricted Units. Developer shall provide to each purchaser an appropriate disclosure statement, subject to the prior review and approval by the Authority Executive Director, giving notice that the Restricted Unit is subject to resale restrictions in accordance with the terms of the Addendum. An Affordable Housing Resale Restrictions executed by a Purchaser memorializing the occupancy and resale restrictions for each Restricted Unit shall also be recorded against the Restricted Unit.

d. Developer shall be responsible for obtaining all source documentation evidencing a Purchaser's income as required by the DDA. Developer shall provide priority in the selection of Purchasers of the Restricted Units to persons and families who are veterans. Developer shall cooperate with the Authority prior to the initial sale of any Units to effectuate this provision. To implement this provision, Developer agrees to provide notice to the Authority, in writing, prior to beginning to market the Units and shall have received Authority approval of the Marketing Plan consistent with the terms and provisions of the DDA.

e. Prior to initial sale and occupancy of any Unit, Developer shall prepare and submit to the Authority Executive Director for approval Covenants, Conditions and Restrictions ("CC&Rs"). The CC&Rs shall be recorded against the Units and the common area and run with the land. The Units and common area shall be maintained in accordance with the

CC&Rs approved by the Authority.

f. No member, official, employee, agent, attorney or contractor of Authority and no officer, employee, agent, official, consultant or contractor of Developer, or any person holding a financial interest in Developer, or any family member of any person described in this paragraph, may purchase any Unit in the Project.

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

1. Submission – Final Construction Drawings. Developer shall submit complete final schematic and construction drawings and related documents to the Authority for approval pursuant to Section 3.3 of the Disposition and Development Agreement (“DDA”). Completed: Submitted on November 5, 2014 to City of Jurupa Valley Planning Department.
2. Master Application 1463 (General Plan Amendment 1403, Change of Zone 1404, Tentative Tract Map 36720 and Site Development Permit 31456). Developer shall submit and obtain local approval from City of Jurupa Valley Planning Commission and City of Jurupa Valley City Council. Completed: City of Jurupa Valley Planning Commission approved March 25, 2015 and City of Jurupa Valley City Council approved on April 2, 2015.
3. Disposition and Development Agreement (“DDA”). Developer shall submit an executed copy of the final DDA in a form approved by the Authority. June 16, 2015
4. Commencement of Marketing. Developer shall commence the marketing of the Restricted Units. Commenced marketing in November of 2014.
5. Disposition of the Property from Authority to Developer. Developer and Authority shall open escrow, Developer shall satisfy all conditions precedent to the Close of Escrow as set forth in Sections 2.16 and 2.11 of the DDA and Section 5 of the Method of Financing, subject to satisfaction of all conditions precedent in the DDA and Method of Financing, Authority shall sell the Property to Developer. 60 days after Authority’s execution of the DDA.
6. Income Qualification. Authority shall complete its review of the Developer’s income qualification of proposed purchasers of the Restricted Units. Within 180 days after Authority’s execution of the DDA.
7. Escrow between Developer, CalVet and qualified first time homebuyer. The close of escrow shall occur for all the sale of all Restricted Units from Developer to qualified Purchasers. No later than 60 days after the completion of construction.
8. Construction Commencement. Developer shall commence construction of the Project. Within 30 days after the completion of the Sale of the Property and Close of Construction Loan.

OFFICIAL BUSINESS.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Housing Authority of the
County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
Attn: Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 169-100-055, 169-100-057 and 169-070-035

OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code Section 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic in the State of California, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside, herein called "Grantor," hereby grants to HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation, herein called "Grantee," the real property, hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit "A" and incorporated herein by this reference.

1. Said Property is conveyed in accordance with and subject to (i) that certain Disposition and Development Agreement ("DDA") entered into by and between Grantor and Grantee, dated as of _____, 2015, which document is a public record on file in the offices of the Clerk of the Board of Commissioners, and is by reference hereto incorporated herein as though fully set forth herein, and (ii) that certain Agreement Containing Covenants entered into by and between Grantor and Grantee, dated on or about the date hereof and recorded concurrently herewith in the Official Records of the Recorder's Office of the County of Riverside ("Official Records"). Any capitalized term not defined herein shall have the meaning ascribed to such term in the DDA.

2. Title to the Property is conveyed hereto subject to all recorded liens, encumbrances, covenants, encroachments, assessments, easements, leases and taxes.

3. The Property is conveyed to Grantee at a purchase price ("Purchase Price") determined in accordance with the uses permitted by the DDA. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Grantee, such successors and assigns, shall develop, maintain, and use the Property only as follows:

Attachment No. 4 – Grant Deed

(a) Develop and construct on the Property twenty-six (26) single family homes, with infrastructure, related parking, common areas and the Open Space Improvements (as defined in the DDA), in accordance with the DDA, Scope of Development (Attachment No. 6 to the DDA), and all plans and specifications approved by the Authority and other Governmental Authority, within the time frame set forth in the Schedule of Performance (Attachment No. 3 to the DDA).

(b) Grantee covenants and agrees for itself, its successors, assigns and any successor in interest to the Property, or any portion thereof, as follows: (1) to sell twenty-six (26) residential single-family units to be constructed on the Property ("Restricted Units") exclusively to "lower income households" (as that term is defined in Health and Safety Code Section 50079.5) who are "First Time Homebuyers" (as that term is defined in the DDA) for the initial purchase only, for an Affordable Sale Price (including a Down Payment) such that their total Housing Cost is as follows, for lower income households whose gross incomes exceed the maximum income for very low income households and do not exceed 70% of the area median income adjusted for family size, the product of 30% times 70% of the area median income adjusted for family size appropriate for the unit. In addition, for any lower income household that has a gross income that equals or exceeds 70% of the area median income adjusted for family size, the housing cost shall not exceed 30% of the gross income of the household. As used herein, the term, "area median income" means the median income of the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area, adjusted for family size by the United States Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937, as determined by HUD and published from time to time by the California Department of Housing and Community Development, and the phrase "adjusted for household size appropriate to the unit" means a household size equal to the number of bedrooms in the unit plus one.

Concurrently with the close of escrow for the initial sale of each Restricted Unit from Grantee to a qualified lower income First Time Homebuyer, Grantee shall cause such qualified lower income First Time Homebuyer to execute and record in the Official Records an Addendum to Grant Deed substantially conforming in form and substance to Attachment "B" containing, among things, resale and occupancy restrictions pursuant to the DDA and the income restrictions set forth in this paragraph 3 (b). Notwithstanding the termination language in Section 13 below, Grantee, its successors, assigns and any successor in interest to the Restricted Unit, including, but not limited to the initial purchaser and all subsequent purchasers in the chain of title, shall be subject to the income, occupancy and resale restrictions set forth in the Addendum to Grant Deed for a period of forty-five (45) years commencing on the date the Grant Deed for the initial sale of the Restricted Unit is recorded in the Official Records.

(c) Grantee, its successors and assigns, shall maintain the improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of Completion, reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance

of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event of the Grantee's or any successor's failure to comply with this Section, the Grantor, on two (2) weeks' prior written notice, may cause such compliance and upon the completion thereof, its cost shall be borne by the Grantee or its successor (as the case may be) and until paid, shall be a lien against the Property. Grantee shall have the right to assign its responsibilities pursuant to this paragraph (c) to the purchasers of the residential units through inclusion of those obligations in the CC&Rs applicable to the Property or otherwise.

4. Grantee hereby covenants for itself, its successors, its assigns and every successor in interest to the Property that, prior to recordation of a Release of Construction Covenants in the Official Records in accordance with the DDA:

(a) The Grantee shall have no power to make any sale, transfer, conveyance, encumbrance, lease or assignment of the Property, or any part thereof, or any buildings or improvements thereon, without the prior written consent of the Grantor, except to a mortgagee or trustee under a mortgage or deed of trust or other conveyance permitted by Section 4(b), below, or by a purchaser in foreclosure or to municipal corporations or public utilities or others as grantee for easements or permits to facilitate development of the Property. In the event that the Grantee does sell, transfer, convey or assign any part of the Property or buildings or structures thereon, prior to the recordation of a Release of Construction Covenants, in violation of this Grant Deed, the Grantor shall be entitled to increase the Purchase Price paid by the Grantee by the amount that the consideration payable for such sale, transfer, conveyance or assignment is in excess of the Purchase Price paid by the Grantee, plus the cost of improvements and development, including carrying charges and costs related thereto. The consideration payable for such sale, transfer, conveyance or assignment to the extent it is in excess of the amount so authorized shall belong and be paid to the Grantor and until paid the Grantor shall have a lien on the Property and any part involved for such amount. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property, nor shall it prohibit granting any security interests permitted by paragraph (4)(b) of this Grant Deed for financing the construction and development of the Property. The lien created hereby shall be subordinate and subject to any such security interests. Notwithstanding anything to the contrary herein, prior to the recording of the Release of Construction Covenants as to the Property, Grantee shall have the right to enter into purchase and sale agreements with qualified Purchasers for the purchase and sale of individual units provided: (i) any such transfer is not an indirect transfer of substantially all of Grantee's interests in the Property prior to the recording of the Release of Construction Covenants; (ii) Grantee remains obligated to complete construction and obtain the Release of Construction Covenants from the Grantor as to the Property; (iii) Grantee is not released from any liability as to the Property but remains fully liable to Grantor pursuant to the terms of the DDA until the recording of the Release of Construction Covenants relating to the Property; and (iv) such purchase and sale only involves the bona fide, arm's length conveyance

of an individual unit pursuant to a public report issued by the California Department of Real Estate.

(b) The Grantee shall not place or suffer to be placed on the Property any lien or encumbrance other than mortgages, deeds of trust, or other methods of financing the Improvements and developing the Property that is permitted by the DDA. Prior to Completion (1) Grantee shall not have any authority to encumber the Property for any purpose other than Permitted Financing Purposes (as defined in Section 3.16 of the DDA); (2) Grantee shall notify Grantor in advance of any proposed financing; and (3) Grantee shall not enter into any agreements for non-Permitted Financing Purposes requiring a conveyance of security interests in the Property without the prior written approval of the Grantor.

5. Right of Reverter.

(a) Prior to recordation of the Release of Construction Covenants as to all or a portion of the Property pursuant to the DDA, the Grantor shall have the additional right, at its option, to re-enter and take possession of any portion of the Property herein conveyed for which a Release of Construction Covenants has not been recorded, with all Improvements thereon, and to terminate and re-vest in the Grantor the Property hereby conveyed to the Grantee and Grantee shall thereupon forfeit its title to the Property and the Improvements, in the event that any of the following defaults shall occur and shall remain uncured after the expiration of any applicable notice and cure period:

(i) Grantee fails to maintain the Property, or fails to commence construction of the Improvements as required by the DDA, for a period of sixty (60) days after written notice from Grantor, provided that Grantee shall not have obtained an extension or postponement to which Grantee may be entitled pursuant to Section 6.4 of the DDA; or

(ii) Subject to Force Majeure, Grantee abandons the Property or, after the Construction Financing Event, substantially suspends construction of the improvements for a period of thirty (30) days after written notice has been given by Grantor to Grantee, provided the Grantee has not obtained an extension or postponement to which the Grantee may be entitled pursuant to Section 6.4 of the DDA; or

(iii) Grantee assigns or attempts to assign the DDA, or any rights therein, or, transfer (except for sales of Units to purchasers which shall not close until a Release of Construction Covenants is issued), or suffer any involuntary transfer of the Property, or any part thereof, in violation of the DDA, and such breach is not cured within thirty (30) days after the date of written notice thereof; or

(iv) Grantee otherwise materially breaches the DDA, and such breach is not cured within the respective times provided in Section 5.1 of the DDA.

(b) The right to re-enter, terminate and re-vest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage, deed of trust or other financing instruments

permitted by the DDA (“Permitted Mortgages”);

(ii) Any rights or interests provided in the DDA for the protection of the holders of such mortgages, deeds of trust or other financing instruments, including but not limited to the beneficiaries of the deeds of trust securing the Construction Loan as those terms are defined in the DDA (collectively, the “Permitted Mortgagees”) or in any subordination agreements in favor of the Permitted Mortgagees.

(c) Upon the revesting in the Grantor of title to the Property, as provided in this Section 5, the Grantor shall use its diligent and good faith efforts to resell the Property as soon and in such manner as the Grantor shall find feasible in its sole discretion, to a qualified and responsible party or parties (as determined by the Grantor in its sole discretion), who will assume the obligation of making or completing the Improvements, or such other improvements in their stead as shall be satisfactory to the Grantor in its sole discretion and consistent with CRL and Housing Authorities Law. Upon such resale of the Property, the proceeds thereof shall be applied to:

i. First, repayment in full of the outstanding balance of the Construction Loan, if any;

ii. next, to reimburse the Grantor on its own behalf of all costs and expenses incurred by the Grantor, including salaries of personnel engaged in such action, in connection with the recapture, management and resale of the Property, or any part thereof (but less any income derived by the Grantor from the sale of the Property, or any part thereof, or from the management of such Property); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (or, in the event the Property, or any part thereof, is exempt from taxation or assessment or such charges during the period of Grantee's ownership, then such taxes, assessments or charges as would have been payable if the Property, or part thereof, were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Property, or any part thereof; and any amounts otherwise owing to the Grantor by the Grantee and its successor or transferee;

iii. next, to reimburse the Grantee, its successor or transferee, for Grantee equity up to the amount equal to: (i) the costs incurred for the development of the Property, or any part thereof, or for the construction of the agreed improvements thereon, less (ii) the sum of (A) the outstanding balance of the Construction Loan; plus (B) gains or income withdrawn or realized by Grantee, its successors or assigns from the Property or from the improvements on the Property; and plus (C) amounts used to pay in full the outstanding balance of any mortgage or deed of trust other than those listed in clause (ii)(A) of this paragraph; and

iv. any balance remaining after such reimbursements shall be retained by Grantor as its property.

(d) Upon the reversioning in the Grantor of title to the Property, the Grantor shall have the right, in its sole discretion and as an alternative to selling the Property, to undertake the Completion of the Improvements, the sale of the Units as set forth in the DDA; provided that, in order to exercise this right, the Grantor shall assume all of Developer's rights and obligations under the Construction Loan, or, if the Construction Lender will not agree to the Grantor assuming Developer's obligations under the Construction Loan, then the Grantor shall repay the outstanding balance of the Construction Loan. Upon the sale of the Units, the net proceeds shall be applied as follows:

i. first, to repayment in full of the outstanding balance of the Construction Loan, if such loan has been assumed by the Grantor, or the outstanding balance of any loan that has been obtained by the Grantor to refinance the Construction Loan;

ii. next, to reimburse the Grantor on its own behalf of all costs and expenses incurred by the Grantor, including salaries of personnel engaged in such action, in connection with the recapture of the Property, or any part thereof, the assumption of any mortgage or loan on the Project, the Completion of the Improvements, the sale of the Units (but less any income derived by the Grantor from the sale of the Units or from the management of such Property); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (or, in the event the Property, or any part thereof, is exempt from taxation or assessment or such charges during the period of Grantee's ownership, then such taxes, assessments or charges as would have been payable if the Property, or part thereof, were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Property, or any part thereof; and any amounts otherwise owing to the Grantor by the Grantee and its successor or transferee;

iii. next, to reimburse the Grantee, its successor or transferee, for Grantee equity up to the amount equal to: (i) the costs incurred by Grantee or its successor or transferee for the development of the Property, or any part thereof, or for the construction of the agreed improvements thereon, less (ii) the sum of (A) the outstanding balance of the Construction Loan (measured at the assumption of such loan by the Grantor or at the Grantor's repayment of the Construction Loan if it is not assumed by the Grantor); plus (B) gains or income withdrawn or realized by Grantee, its successors or assigns from the Property or from the improvements on the Property; plus (C) amounts used to pay in full the outstanding balance of any mortgage or deed of trust other than those listed in clause (ii)(A) of this paragraph; and

iv. any balance remaining after such reimbursements shall be retained by the Grantor as its property.

(e) To the extent that the rights established in this Section 5 involve a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created.

The rights established in this Section 5 are expressly authorized by Health and Safety Code section 33438 and are to be interpreted in light of the fact that Grantor is conveying the Property to Grantee for development of affordable housing and not for speculation in undeveloped land.

(f) The cure periods established in paragraph (a) shall run concurrently with each other and with any other rights to cure set forth in the DDA, this Deed or any other instrument.

(g) The right to reenter, repossess, terminate, and revert the Property or portion thereof, shall terminate and this Section 5 shall be of no further force or effect when the Release of Construction Covenants as to the entire Property has been issued by Grantor in accordance with the DDA or with respect to each Unit.

6. The Grantee covenants and agrees for itself and its successors, assigns and any successor in its interest to the Property, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of their Property, nor shall the Grantee 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 selection, location, number, use or occupancy of tenants, leases, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

All deeds, leases or contracts made relative to the Property, the Improvements thereon, or any part thereof shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. The foregoing covenants shall run with the land."

(b) 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: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, 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.”

(c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself 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 of the land.”

7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed or in the DDA shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other security instrument permitted by this Grant Deed and made in good faith and for value; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions limitations and provisions, whether such owner’s title was acquired by foreclosure, trustee’s sale or otherwise, and shall be entitled to all the benefits granted to Grantee and its assigns hereunder.

8. Following Completion of construction of the Improvements and the Grantor’s determination that the completed Improvements comply with the DDA and the covenants contained herein, Grantor shall issue and record in the Official Records a Release of Construction Covenants for the Project or applicable portion thereof, as provided in the DDA. Following the recording of said Release of Construction Covenants, the only on-going obligation of Grantee, and its successors and assigns shall be as provided in Section 3(b), Section 3(c), and Section 6 hereof.

9. All covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor and the County of Riverside (“County”), and such covenants shall run in favor of the Grantor and County for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor or County is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and/or the County, in the event of any breach of any such covenant, shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other proper proceedings to enforce the curing of such breach.

10. All covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, except for the right of reverter contained in Section 5 of this Grant Deed.

11. None of the terms, covenants, agreements, or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed in respect to the Property after this conveyance of the Property, shall be deemed to be merged with this Grant Deed until such time as the Release of

Construction Covenants is recorded pursuant to the DDA.

12. Both before and after recording of the Release of Construction Covenants, only the Grantor, its successors, and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property, or any part thereof, shall have the right to mutually consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or other restrictions contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions without the consent of any tenant, lessee, easement holder or licensee.

13. Except as otherwise provided in this Grant Deed, every covenant and condition and restriction contained in this Grant Deed shall remain in effect for a period of forty-five (45) years after the recordation of a Release of Construction Covenants in the Official Records. The covenants set forth in Sections 3(a), 4 and 5 shall terminate upon the recording by the Grantor of the Release of Construction Covenants and recordation in the Official Records. The covenants against discrimination set forth in Section 6 shall remain in perpetuity.

14. In the event of any express conflict between this Grant Deed and the DDA, the provisions of this Grant Deed shall control.

[Remainder of Page Intentionally Blank]

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized.

“GRANTOR”

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

By: _____
Robert Field,
Executive Director

Date: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown, Deputy County Counsel

[Signatures continue on following page.]

Grantee accepts and agrees to all of the terms and provisions of this Grant Deed.

GRANTEE

HABITAT FOR HUMANITY
RIVERSIDE,
County of Riverside, a California non-profit
public benefit corporation

By: _____
Kathy M. Michalak, Executive Director

By: _____
Nicholas D. Adcock, Treasurer

Insert

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 169-070-035-1 formerly APN 169-070-003)

THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

ADDENDUM TO GRANT DEED

[ATTACHMENT NO. 5 TO DDA]

Exhibit "B" to Grant Deed
Addendum to Grant Deed

ATTACHMENT NO. 5
FORM OF ADDENDUM TO GRANT DEED
[BEHIND THIS PAGE]

**FORM OF ADDENDUM TO GRANT DEED
FROM DEVELOPER TO PURCHASER**

A. Purpose of this Addendum. This Addendum to Grant Deed (this "Addendum") is attached to and made part of that certain Grant Deed between HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation ("Developer" herein) and _____ ("Owner" herein) and provides that the property which is the subject of the Grant Deed (" Dwelling Unit") is conveyed by Developer subject to the deed restrictions (collectively the "Deed Restriction") set forth below. Words and phrases used in this Addendum shall have the same meanings as in the Grant Deed unless specifically provided otherwise. If there is any conflict between the provisions of this Addendum and the provisions of the Grant Deed, the provisions of this Addendum will prevail.

B. Subsidy. In accepting said Deed Restriction, the undersigned Owner understands and acknowledges that the Dwelling Unit is being sold to the Owner because Owner is a Lower Income First Time Homebuyer; that the Dwelling Unit is being sold to Owner for a sales price that results in an Affordable Housing Cost to Owner as the result of a subsidy ("Subsidy") provided to Developer by the Housing Authority of the County of Riverside ("Authority") in accordance with a certain Disposition and Development Agreement (the "DDA") by and between Authority and Developer, dated as of _____, 2015 and recorded in the Official Records of the County of Riverside on _____, 2015 as Document No. _____, which DDA is a public record on file in the office of the Authority; and that without the Subsidy, the sales price of the Dwelling Unit would exceed the amount that is affordable to Owner. Provided, however, that nothing contained herein is intended to prohibit Owner from benefiting from additional financing subsidies.

C. Deed Restrictions. Upon the due execution, delivery and recordation of this Addendum, the provisions set forth in Section 3(b) of the grant deed by which the Authority conveyed to Developer the Property on which the Dwelling Unit was constructed shall be released as to the Dwelling Unit and replaced with the terms, restrictions and provisions of this Addendum. Accordingly, and in return for and in consideration of the opportunity for the Developer to sell and the Owner to purchase the Dwelling Unit under the above-referenced circumstances and for other good and valuable consideration, the receipt and legal sufficiency of which the undersigned hereby acknowledge, the Owner, on behalf of himself, herself, or themselves and with the express intent to bind all those defined as "Owner" in Paragraph 1 below, hereby agrees as follows:

1. Definitions

"Affordable Housing Cost" shall mean, pursuant to Health and Safety Code Section 50052.5(b)(3), for Lower Income Households the housing cost payments shall not exceed thirty percent (30%) of the gross income of the household times seventy percent (70%) of the Area Median Income as determined by HUD, adjusted for household size appropriate for the Dwelling Unit. For purposes of this definition, the phrase "adjusted for household size appropriate for the Dwelling Unit" shall mean a household size equal to the number of bedrooms in the Dwelling Unit plus one.

“Affordable Housing Resale Restriction” means that certain Affordable Housing Resale Restriction Option to Designate Eligible Purchase and Option to Purchase Upon Default, in a form and substance first approved by Authority Executive Director and County Counsel, to be executed by a Purchaser of a Restricted Unit on or prior to the close of escrow for the conveyance of such unit from Developer to such Purchaser. The Affordable Housing Resale Restriction shall include, among other things, a first right of refusal in favor of the Authority to the purchased Restricted Unit.

“Area median income” shall mean the median income of the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area, adjusted for family size by the United States Department of Housing and Urban Development (“HUD”) pursuant to Section 8 of the United States Housing Act of 1937, as determined by HUD and published from time to time by the California Department of Housing and Community Development.

“CalVet” means the California Department of Veteran Affairs.

“DDA” shall mean the Disposition and Development Agreement entered by and between the Authority and Habitat for Humanity Riverside, Inc., a California nonprofit public benefit corporation, dated as of _____, 2015.

“First Time Homebuyer” means an individual and his or her spouse who have not owned a home during the three (3)-year period immediately preceding the purchase of the Restricted Unit, except that an individual may not be excluded from consideration as a First Time Homebuyer on the basis that the individual owns or owned, as a principal residence during the 3-year period immediately preceding the purchase of the Restricted Unit, a dwelling unit whose structure is not permanently affixed to a permanent foundation in accordance with local or other applicable regulations.

“First Mortgage Loan” means the first priority loan from CalVet to Owner to pay a portion of the purchase price for the Dwelling Unit.

“Housing Cost” shall have the meaning set forth in Title 25 California Administrative Code Section 6920.

“Lower Income” or “Lower Income Household” shall have the meaning set forth in Health and Safety Code Section 50079.5. If the California Department of Housing and Community Development discontinues publishing the Lower Income limits, the term “Lower Income” shall mean a household income that does not exceed 80% of the area median income for the County of Riverside, adjusted by family size.

“Owner” shall mean and include the undersigned Owner and any or all successors in interest (whether voluntary or involuntary), transferees, assigns, heirs, executors, or administrators of the undersigned.

“Right of First Refusal” shall mean the Authority’s right of first refusal to purchase the Dwelling Unit pursuant to that certain Affordable Housing Resale Restriction of approximately even date

herewith by and between Authority and Owner. The Authority's right of first refusal set forth in the Affordable Housing Resale Restrictions shall be freely assignable by Authority to Developer or to a Lower Income Household.

"Second Mortgage Loan" means the silent second mortgage loan in the amount of _____ issued by Developer to Purchaser subordinate to the first priority loan issued by CalVet. The Second Mortgage Loan shall be evidenced by a promissory note for the benefit of Developer and secured by a subordinated deed of trust encumbering the respective Restricted Unit.

"Subsidy" shall mean, the assistance provided by Authority to Developer under the DDA.

2. Affordability

Owner covenants and agrees for itself, its successors, assigns and any successor in interest to the Dwelling Unit, or any portion thereof, as follows: the Dwelling Unit shall be sold to and occupied exclusively by Lower Income Households who are First Time Homebuyers for an affordable sale price (including a down payment) such that their total Housing Cost is as follows, for lower income households whose gross incomes exceed the maximum income for very low income households and do not exceed 70 % of the area median income adjusted for family size, the product of 30 % times 70 % of the area median income adjusted for family size appropriate for the unit. In addition, for any lower income household that has a gross income that equals or exceeds 70 % of the area median income adjusted for family size, the housing cost shall not exceed 30% of the gross income of the household. As used herein, the term, "adjusted for household size appropriate to the unit" means a household size equal to the number of bedrooms in the unit plus one.

Owner, its successors, assigns and any successor in interest to the Dwelling Unit, and all subsequent purchasers in the chain of title, shall be subject to the income, occupancy and resale restrictions set forth herein for a period of forty-five (45) years commencing on the date the Grant Deed for the initial sale of the Dwelling Unit is recorded in the Official Records.

3. Method of Resale

(a) Procedures to Notify Authority

(i) Notice of Proposed Resale. Owner shall not sell or otherwise transfer the Dwelling Unit except in accordance with this Addendum and the First and Second Mortgage loan documents. If the Owner of the Dwelling Unit desires to sell or otherwise transfer the Dwelling Unit, the Owner shall notify the Authority in writing (hereinafter referred to as the "Notice of Intended Sale") and provide such information as the Authority shall reasonably request regarding the proposed sale or transfer. The Notice of Intended Sale shall state the street address of the Dwelling Unit, the Owner's full name(s), the name and current address of the proposed purchaser, and the terms of the proposed transaction. The Notice of Intended Sale, together with the Authority-required information shall be personally delivered or deposited into the U.S. mail, postage prepaid, first class, certified mail, return receipt requested, addressed to:

Housing Authority of the
County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Executive Director

(ii) Submission of Additional Information. Representatives of the Authority may at any time after the Authority's receipt of the Notice of Intended Sale, request that the Owner or the proposed purchaser provide additional information regarding the proposed transaction for the transfer of the Dwelling Unit, and the Owner and/or purchaser shall supply such information as soon as practicable.

(iii) Determination relating to Purchase. Upon receipt of the Notice of Intended Sale, the Authority (or its delegated representative) shall notify Owner whether Authority (or Authority's assignee) elects to exercise its Right of First Refusal to purchase the Dwelling Unit. If Authority (or Authority's assignee) elects not to exercise its Right of First Refusal, the Dwelling Unit may be sold without restriction, in which case the Authority shall promptly determine and notify Owner of any payoff due in connection with the sale of the Dwelling Unit at market rate without any restrictions pursuant to the CRL.

(iv) Assignment or Extinguishment and Release of Addendum.

- (1) If the Authority (or Authority's assignee) elects to exercise its Right of First Refusal to purchase the Dwelling Unit for sale to a Lower Income Household, the Authority and Owner shall execute and record such instruments as may be necessary to permit the Lower Income Household to assume Owner's obligations under this Addendum; or
- (2) If the Authority (or Authority's assignee) elects not to exercise its Right of First Refusal to purchase the Dwelling Unit and the Dwelling Unit is allowed to be sold without restriction, upon the sale or other transfer of the Dwelling Unit and any payoff due in connection with the sale of the Dwelling Unit at market rate without any restrictions pursuant to the CRL, the Authority shall execute and record such instruments as may be necessary to extinguish and release this Addendum.

(b) Notice of Default Under Deed of Trust or Mortgage, and Authority's Right to Enforce.

The Owner covenants to cause to be filed in the Office of the Recorder of the County of Riverside a request for a copy of any notice of sale or notice of default under any deed of trust or mortgage with power of sale encumbering the Dwelling Unit or any part thereof. Such request shall specify that any such notice shall be mailed to:

Housing Authority of the
County of Riverside

5555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Executive Director

(c) Disposition of the Dwelling Unit Contrary to Agreement; Other Defaults.

If the Owner sells, transfers, conveys or otherwise disposes of the Dwelling Unit contrary to this Addendum to Grant Deed, or and/or the First and Second Mortgages, the Authority shall at any time thereafter, at its election, have the right to declare such disposition or other act null and void and/or seek enforcement of the terms and conditions thereof in any manner whatsoever and by law or equity.

4. Limits on Liability

Neither the County of Riverside ("County") nor the Authority shall be liable to Owner or become obligated in any manner to any Owner by reason of the enforcement of this Addendum, nor shall the County or the Authority be in any way obligated or liable to Owner or any subsequent Owner for any failure of any person to consummate a purchase of the Dwelling Unit or to comply with the terms of any agreement of escrow for the sale of the Dwelling Unit. Only the purchaser executing a purchase agreement or escrow instruction shall be liable to Owner or any subsequent Owner pursuant to the terms of any such agreement or escrow instructions. Neither the County nor the Authority shall be liable or responsible for any defect in the condition of the Dwelling Unit of whatever nature and Owner, on behalf of itself and each subsequent Owner, agrees to release the County and the Authority from any such liability and/or responsibility and further agrees to hold the County and the Authority harmless from any claim or cause of action brought by third parties arising out of any such defect.

5. Transfers and Conveyances

Until such time as this Addendum is released by the Authority or expires, the Dwelling Unit and any interest or title thereto shall not be sold, leased, rented, assigned, or otherwise transferred to any person or entity except with the express written consent of the Authority, which consent shall be granted or denied in the sole discretion of the Authority and only if consistent with the Authority's goal of creating, preserving, maintaining, and protecting affordable Lower Income housing in the County of Riverside, and denial of which consent shall result in the Authority having the right, at its election, to declare the sale, lease, transfer, assignment or rental to be null and void and seek judicial enforcement thereof.

6. Permitted Transfers

The following transfers of title or any interest therein shall be permitted under this Addendum:

- (a) A transfer resulting from the death of an obligor where the transfer is to the spouse who is also an obligor;
- (b) A transfer by an obligor where the spouse becomes the co-owner of the Dwelling Unit and enters into an assumption agreement relating to the First Mortgage Loan and Second Mortgage Loan;

(c) A transfer resulting from a decree of dissolution of the marriage or legal separation or from a settlement agreement incidental to such a decree which requires the obligor to continue to make loan payments by which a spouse who is an obligor becomes the sole owner of the Dwelling Unit; or

(d) A transfer into an inter vivos trust in which the obligor or obligors are beneficiaries. Provided, however, that the covenants contained in and the restrictions imposed upon the Owner and the Dwelling Unit by this Addendum shall continue to encumber and run with the title to the Dwelling Unit following said transfers.

7. Permitted Encumbrances

This Addendum is based upon the aforementioned First Mortgage promissory note and Second Mortgage promissory note which are secured by first and second lien deeds of trust ("First and Second Mortgages") on the Dwelling Unit in favor of CalVet and Developer respectively. The Owner shall not encumber the Dwelling Unit for the purpose of securing financing either senior in priority or subordinated to said promissory notes without the prior written approval of the Authority. If the Dwelling Unit is acquired at a foreclosure sale under any deed of trust or mortgage encumbering the Dwelling Unit or by deed in lieu of foreclosure sale, title to the Dwelling Unit shall be taken subject to the covenants, restrictions and terms of the Grant Deed (including, but not limited to this Addendum).

8. Runs With Land

Unless otherwise provided by the terms herein, provisions of this Addendum constitute covenants which shall run with the land, shall further and independently constitute an encumbrance upon the Dwelling Unit, and shall be binding upon the Owner, the Owner's heirs, executors, administrators, successors, transferees and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Dwelling Unit (except a deed of trust or mortgage to which the Authority has expressly agreed in writing to subordinate this Addendum). As long as this Addendum has not expired, any attempt to transfer title to any interest in the Dwelling Unit in violation of this Addendum shall be voidable at the election of the Authority.

9. Acceptance of Terms by Owner

By acceptance of the Grant Deed (including this Addendum), the Owner accepts and agrees to be bound by all of the covenants and restrictions contained in this Addendum, and further acknowledges receipt of this Addendum.

10. Default by Owner

In the event of a default by Owner hereunder, Authority shall have the right to exercise all remedies available in law and equity.

11. Term of Addendum

The term of the provisions of the Grant Deed, including this Addendum, restricting the sale and resale of the Dwelling Unit shall be forty-five (45) years following the date of recordation of the Grant Deed to the initial purchaser of the Dwelling Unit, except if the Authority releases this Addendum sooner in accordance with this Addendum.

12. Miscellaneous Provisions

- (a) Independent and Severable Provisions. In the event that any provision of this Addendum is held by a court of competent Jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.
- (b) Further Assurances and Recordation. The Owner covenants that upon the request of the Authority, he, she or they will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do so such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Addendum and other instruments required hereunder, including, but not limited to, promissory notes of indebtedness and second and third lien deeds of trust and upon the sale or other transfer of an interest subject to said second and third lien deeds of trust on the Dwelling Unit, the Owner shall cause the purchaser or transferee to execute and acknowledge an Addendum to Grant Deed in a form acceptable to the Authority, which shall be attached to the grant deed by which the undersigned conveys title to the Dwelling Unit.
- (c) Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Addendum.
- (d) Waiver. No waiver by the Authority of any breach by the Owner of any covenant, restriction or condition herein contained shall be effective unless such waiver is in writing, signed by the Authority and delivered to the undersigned. The waiver by the Authority of any such breach of breaches, or the failure by the Authority to exercise any right or remedy in any and all such breach or breaches, shall not constitute a waiver or relinquishment for the future of any such covenant or condition nor bar any right or remedy of the Authority in respect of any such subsequent breach.
- (e) Enforcement. The terms and provisions of this Addendum shall, without regard to technical classification and designation, be binding on Owner and any successor in interest to the Dwelling Unit or any part thereof for the benefit and in favor of the Authority, its successors and assigns, and the County of Riverside. The Authority shall have the right, if any provisions of this Addendum 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 beneficiary of this Addendum are entitled.

By signature herein below the Owner hereby accepts and approves the foregoing, agrees to be bound by the provisions of this Addendum and the deed to which this Addendum is attached, and grants to the Authority such powers and rights that are set forth in this Addendum to Grant Deed.

“OWNER”

By: _____
Name: _____
Date: _____

Accepted and agreed to by the Authority this ____ day of _____, 2015.

HOUSING AUTHORITY OF THE
COUNTY OF RIVERSIDE

By: _____
Name: _____
Its: _____

ATTACHMENT NO. 6

SCOPE OF DEVELOPMENT

Pursuant to the Disposition and Development Agreement (DDA) executed by and between the Housing Authority of the County of Riverside ("Authority") and Habitat for Humanity Riverside ("Developer"), Developer shall develop a 26 home community for qualified Lower Income Households with a preference for veterans. Each family must qualify as First Time Homebuyer households whose incomes are at or below eighty percent (80%) of the Area Median Income (AMI), adjusted by family size at the time of occupancy, for the County of Riverside. Units shall be affordable for the longest feasible time, but not less than forty-five (45) years following the initial purchase of a Restricted Unit by a Purchaser from Developer. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the DDA.

The project shall consist of 26 single story homes that are built to EnergyStar standards and equipped with solar panels to ensure that the home remains affordable no less than the Restricted Period (as defined in the DDA). There will be 18 3-bedroom/2 bath homes (1,500 square feet) and 8 4-bedroom/2 bath homes (1,300 square feet) as specified in the Plans and specifications approved by the City of Jurupa Valley. The design styles shall be Craftsman, Prairie and Ranch inspired with large front porches equipped with lighting and ceiling fans to encourage neighborhood participation by the families. All of the homes shall be situated around the open community space and there will be a Homeowners Association (HOA) to ensure maintenance of the common areas. The project shall include community spaces, including a playground, basketball court, walking paths, and picnic area pursuant to the Plans and specifications approved by the City of Jurupa Valley. There will also be a space for a flagpole and a metal sculpture (a giving tree) that will be engraved with the names of contributors, service partners and donors to the project.

The homes shall be designed to EnergyStar standards and include such energy saving features as:

- Tankless Hot Water Heaters
- Energy Star rated HVAC units & appliances
- Radiant Barrier roof decking
- Solar tubes in rooms without windows to eliminate the need for lights during the day
- R-15 insulation in the walls and R-30 insulation in the attic spaces
- Solar Panels

Private Roadway:

The Project shall include the construction of private roads for residents to access their homes and shall be maintained by the HOA.

Green Features:

The Project shall achieve EnergyStar rating and will include LED lighting, ceiling fans in each bedroom and living room, tank less hot water heaters, radiant barrier in the roofs, solar tubes in the interior bathrooms to minimize the need to use lights during daytime hours and photovoltaic panels on the roofs.

Amenities:

The Project shall include approximately 42,000 square feet of community open space improvements. The community spaces include a playground, basketball court, walking paths, BBQ and picnic area. The HOA shall maintain the community open space.

Parking:

Each home will have parking for two cars inside the garage as well as two cars in the driveway if necessary. The interior streets will have room for parking on both sides of the streets to accommodate visitor parking as well as parking near the common space in the middle of the development.

Unique to this Project are the supportive services for the veterans and their families. All Habitat partner families are required to go through a series of classes to help them be successful homeowners. After purchasing the home, a number of services will be available through local agencies, businesses and partners so they are easily accessible to the families. Classes may include: budget planning; home maintenance & repair; healthy cooking & nutrition; gardening; online financial training; Equine therapy (the discipline of using horses as a means to promote emotional growth); art trauma therapy for the veterans and their families; peer to peer Veteran dialogue; insurance basics; disaster preparedness; and certified emergency response.

ATTACHMENT NO. 7

PROJECT BUDGET

Project Permanent Sources and Uses of Fund:

Sources:

CalVet Funding	\$	5,200,000
Capital Contributions		
Flex Cap funding	\$	400,000
J.P. Morgan Chase	\$	105,000
Jack 'n Jill of America	\$	75,000
The Home Depot Foundation	\$	220,000
Wells Fargo Foundation	\$	250,000
Bank of America Foundation	\$	250,000
Gifts in Kind Donations (labor & product)	\$	<u>300,000</u>
Total Sources	\$	6,800,000

Uses:

Land & Acquisition (escrow fees, title, recording, insurance)	\$	260,000
Construction	\$	4,157,000
Architecture	\$	104,000
Engineering, Infrastructure, Permit & Fees	\$	1,660,000
Construction Contingency	\$	150,000
Neighborhood Enrichment Services Plan	\$	120,000
Developer's Fees	\$	<u>349,000</u>
Total Uses	\$	6,800,000

ENVIRONMENTAL INDEMNITY

THIS ENVIRONMENTAL INDEMNITY ("Indemnity"), is dated _____, 2015, and made by HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation ("Developer"), in favor of the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, its successors, and assigns (collectively, the "Authority").

RECITALS

WHEREAS, Developer is the owner of the real property in the City of Jurupa Valley, as more particularly described on Exhibit A attached hereto and made a part hereof, and the improvements located thereon (collectively the "Property");

WHEREAS, Developer and the Authority entered into that certain Disposition and Development Agreement, dated as of _____, 2015 ("DDA"), wherein, among other things, the Authority agreed to convey the Property to Borrower for the purpose of developing and constructing thereon 26 for-sale single-family residential units and related improvements and amenities;

WHEREAS, Developer has agreed to execute and deliver to the Authority this Indemnity to induce the Authority to convey the Property.

NOW, THEREFORE, with reference to the foregoing and in reliance thereon and for good and valuable consideration, the receipt of which is hereby acknowledged, Developer agrees as follows:

Section 1. DEFINITIONS

For the purpose of this Indemnity, "Hazardous Materials" or "Hazardous Substances" shall include, but not be limited to, any substance or material (whether a raw material, building component or waste, a product or by-product of manufacturing or other activities, or any other substance or material) which is or becomes designated, classified or regulated as being "hazardous" or "toxic", or is or becomes otherwise similarly designated, classified or regulated, under any Federal, state or local law, regulation or ordinance, including without limitation (i) any substance defined as a "hazardous substance" or a "hazardous waste" for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., respectively, (ii) any substance defined as a "hazardous waste" or a "hazardous substance" for purposes of applicable state or local law and (iii) petroleum, flammable explosives, urea formaldehyde insulation, asbestos and radioactive materials, substances defined as "extremely hazardous substances," "hazardous substances," "hazardous materials," "hazardous waste" or "toxic substances" the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code, as "infectious waste" in Section 25117.5 of the California Health and Safety Code, or as "hazardous substances" in Section 25316 of the California Health and Safety Code or

“hazardous materials” as defined in Section 353 of the California Vehicle Code; and in the regulations adopted and publications promulgated pursuant to said laws.

Section 2. COVENANTS AND INDEMNITY

The following covenants and indemnities are hereby given and made by Developer:

2.1 Covenants.

(a) Developer covenants that it shall comply with any and all laws, regulations, and/or orders which may be promulgated, from time to time, with respect to the discharge and/or removal of Hazardous Materials, to pay immediately when due the costs of the removal of, or any other action required by law with respect to, any such Hazardous Materials, and to keep the Property free of any lien imposed pursuant to any such laws, regulations, or orders.

(b) Developer covenants that the Property will not, while Developer is the owner or has any control thereof, be used for any activities involving, directly or indirectly, the use, generation, treatment, storage, release, or disposal of any Hazardous Materials, except for de minimis quantities used at the Property in compliance with all applicable environmental laws and required in connection with the routine operation and maintenance of the Property.

(c) Developer acknowledges that it has received and reviewed the Phase I Environmental Site Assessment (“Documents”), dated January 19, 2005 from Ami Adini & Associates, Inc., relating to the assessment of environmental conditions at the Project site located on the Property. Developer acknowledges that Authority does not warrant that these Documents constitute all documents that may exist regarding the environmental conditions of the Property, and that Developer has been cautioned to conduct its own inquiry to determine if more information is available. As part of Developer’s due diligence, Developer has obtained, on its own, a Phase I Environmental Site Assessment, dated June 19, 2014 from GeoTek, Inc. under Project No. 1195-CR3.

(d) Developer further agrees that Developer shall not release or dispose of any Hazardous Materials at the Property without the express written approval of the Authority and that any such release or disposal shall be effected in strict compliance with all applicable laws and all conditions, if any, established by the Authority.

(e) The Authority shall have the right, at any time, to conduct an environmental audit of the Property at the Authority's expense, unless Hazardous Materials are found, then at Developer's sole cost and expense, and Developer shall cooperate in the conduct of any such environmental audit but in no event shall such audit be conducted unless the Authority believes that such audit is warranted. Other than in an emergency, such audit shall be conducted only after prior notice has been given to Developer and only in the presence of a representative of Developer. Developer shall give the Authority and its agents and employees access to the Property to remove, or otherwise to mitigate against the effects of, Hazardous Materials.

(f) Developer shall not install, or permit to be installed, on the Property friable asbestos or any substance containing asbestos and deemed hazardous by federal or state regulations respecting such material, and, with respect to any such material currently present in the Property, Developer shall promptly either (i) remove or cause to be removed any material that such regulations deem hazardous and require to be removed, or (ii) otherwise comply with

such federal and state regulations, at Developer's sole cost and expense. If Developer shall fail to so do within the cure period permitted under applicable law, regulation, or order, the Authority may do whatever is necessary to eliminate said substances from the premises or to otherwise comply with the applicable law, regulation, or order, and the costs thereof shall be added to the Obligations (as hereinafter defined) of Developer under this Section 2.

(g) Developer shall immediately advise the Authority in writing of any of the following: (i) any pending or threatened environmental claim against Developer or the Property or (ii) any condition or occurrence on the Property that (A) results in noncompliance by Developer with any applicable environmental law, (B) could reasonably be anticipated to cause the Property to be subject to any restrictions on the ownership, occupancy, use or transferability of the Property under any environmental law, or (C) could reasonably be anticipated to form the basis of an environmental claim against the Property or Developer.

2.2 Indemnity. Developer shall indemnify, protect, and hold the Authority, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives, harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses (including, without limitation, attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever (collectively, the "Obligations") which may at any time be imposed upon, incurred by or asserted or awarded against the Authority and arising from or out of:

The presence of any Hazardous Materials on, in, under, or affecting all or any portion of the Property or any surrounding areas, including Hazardous Materials known or anticipated to be present, except to the extent such Hazardous Materials were caused by the Authority or its agents;

The breach of any covenant made by Developer in Section 2.1 hereof; or

The enforcement by the Authority of any of the provisions of this Section 2.2 or the assertion by Developer of any defense to its obligations hereunder.

Notwithstanding any other provision or as otherwise allowed by law, the Authority may also recover directly from Developer or from any other party who may be responsible for:

- (1) Obligations, including, but not limited to, any damages, costs and expenses incurred by Authority as a result of fraud or any criminal act or acts of Developer or any partner, member, shareholder, officer, director, agent, or employee of Developer, or of any general or limited partner of Developer;
- (2) Obligations, including, but not limited to, any damages, costs and expenses incurred by Authority as a result of any misappropriation of funds provided for the construction of the Project, as described in the DDA, revenues from the sale of the Restricted Units following an Event of

- Default, any funds on deposit in a replacement reserve or operating reserve account or security deposits held by Developer with respect to the Property, or proceeds of insurance policies or condemnation proceeds;
- (3) Obligations, including, but not limited to, any damages, costs and expenses incurred by the Authority as a result of the negligence of such person or entity, involving, directly or indirectly, the use, generation, treatment, storage, release, or disposal of any Hazardous Materials; and all court costs and attorney's fees reasonably incurred in enforcing or collecting upon any of the foregoing Obligations.

Section 3. DEVELOPER'S UNCONDITIONAL OBLIGATIONS

3.1 Unconditional Obligations. Developer hereby agrees that the Obligations will be paid and performed strictly in accordance with the terms of this Indemnity, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of the Authority Instruments or affecting any of the rights of the Authority with respect thereto. The obligations of Developer hereunder shall be absolute and unconditional irrespective of:

- (1) The validity, regularity, or enforceability of the Authority Instruments or any other instrument or document executed or delivered in connection therewith;
- (2) Any alteration, amendment, modification, release, termination, or cancellation of any of the Authority Instruments, or any change in the time, manner, or place of payment of, or in any other term in respect of, all or any of the obligations of Developer contained in any of the Authority Instruments;
- (3) Any waiver of, or consent to any departure from, any provision contained in any of the Authority Instruments;
- (4) Any exculpatory provision in any of the Authority Instruments limiting the Authority's recourse to property encumbered by any security, or limiting the Authority's rights to a deficiency judgment against Developer;
- (6) The insolvency or bankruptcy of Developer, Authority, or of any indemnitor or guarantor under any other indemnity or guarantee given in connection with the DDA; or
- (7) Any other circumstance that might otherwise constitute a defense available to, or a discharge of, Developer, or any other indemnitor or guarantor with respect to or any or all of the Obligations.

3.2 Continuation. This Indemnity (a) is a continuing indemnity and shall remain in full force and effect until the satisfaction in full of all of the Obligations; and (b) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Authority upon the insolvency,

bankruptcy, or reorganization of Developer or otherwise, all as though such payment had not been made.

3.3 Termination. Notwithstanding the payment (and performance) in full of all of the Obligations and the payment (or performance) in full of all of Developer's obligations under the Authority Instruments, this Indemnity shall not terminate if any of the following shall have occurred:

- (1) The Authority has at any time or in any manner participated in the management or control of, taken possession of (whether personally, by agent or by appointment of a receiver), or taken title to the Property or any portion thereof, whether by foreclosure, deed in lieu of foreclosure, sale under power of sale or otherwise; or
- (2) There has been a change, between the date hereof and the date on which all of the Obligations are paid and performed in full, in any Hazardous Materials laws, the effect of which may be to make a lender or mortgagee liable in respect of any of the Obligations, notwithstanding the fact that no event, circumstance, or condition of the nature described in paragraph (a) above ever occurred.

Section 4. WAIVER

Developer hereby waives the following:

- (1) Promptness and diligence;
- (2) Notice of acceptance and notice of the incurrence of any obligation by Developer;
- (3) Notice of any action taken by the Authority, Developer, or any other interested party under any Authority Instruments or under any other agreement or instrument relating thereto;
- (4) All other notices, demands, and protests, and all other formalities of every kind, in connection with the enforcement of the Obligations, the omission of or delay in which, but for the provisions of this Section 4, might constitute grounds for relieving Developer of its Obligations hereunder;
- (5) To the extent permitted by law, the right to a trial by jury with respect to any dispute arising under, or relating to, this Indemnity;
- (6) Any requirement that the Authority protect, secure, perfect, or insure any security interest or lien in or on any property subject thereto;
- (7) Any requirement that the Authority exhaust any right or take any action against Developer or any other person or collateral; and
- (8) Any defense that may arise by reason of:
 - (i) The incapacity, lack of authority, death or disability of, or revocation hereof by, any person or persons;
 - (ii) The failure of the Authority to file or enforce any claim against the estate (in probate, bankruptcy, or any other proceedings) of any person or persons; or

- (iii) Any defense based upon an election of remedies by the Authority, including, without limitation, an election to proceed by nonjudicial foreclosure or which destroys or otherwise impairs the subrogation rights of Developer or any other right of Developer to proceed against any party.

Section 5. NOTICES

All notices, demands, approvals, and other communications provided for in the Authority Instruments shall be in writing and be delivered by telegraph, cable, overnight air courier, personal delivery, or registered or certified U.S. mail, postage prepaid with return receipt requested to the appropriate party at its address as follows:

If to Developer: Habitat for Humanity Riverside, Inc.
2180 Iowa Avenue
Riverside, CA 92507
Attn: Executive Director

If to Authority: Housing Authority of the
County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Executive Director

Addresses for notice may be changed from time to time by written notice to all other parties. Any communications given by telegram or cable must be confirmed within forty-eight (48) hours by overnight air courier or mail in the manner hereinbefore described. If any communication is given by mail in the manner hereinabove described, it will be effective upon the earlier of (a) three (3) days after deposit in a post office or other official depository under the care and custody of the United States Postal Service, or (b) actual receipt, as indicated by the return receipt; if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; and if given by personal delivery, or by overnight air courier, when delivered to the appropriate address set forth above.

Section 6. MISCELLANEOUS

6.1 Developer shall make any payment required to be made hereunder in lawful money of the United States of America, and in same day funds, to the Authority at its address specified in the first paragraph hereof.

6.2 No amendment of any provision of this Indemnity shall be effective unless it is in writing and signed by Developer and the Authority, and no waiver of any provision of this Indemnity, and no consent to any departure by Developer from any provision of this Indemnity, shall be effective unless it is in writing and signed by the Authority, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.3 No failure on the part of the Authority to exercise, and no delay in exercising, any right hereunder or under any other Authority Instruments shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Authority provided herein and in the other Authority Instruments are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Authority under any Authority Instruments against any party thereto are not conditional or contingent on any attempt by the Authority to exercise any of its rights under any other Authority Instruments against such party or against any other person or collateral.

6.4 Any provision of this Indemnity that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction.

6.5 This Indemnity shall (a) be binding upon Developer, and Developer's successors and assigns; and (b) inure, together with all rights and remedies of the Authority hereunder, to the benefit of the Authority, its respective directors, officers, officials, employees, and agents, any successors to the Authority's interest in the Property, any other person who acquires any portion of the Property at a foreclosure sale or otherwise through the exercise of the Authority's rights and remedies under the Authority Instruments, any successors to any such person, and all directors, officers, officials, employees, and agents of all of the aforementioned parties. Without limiting the generality of clause (b) of the immediately preceding sentence, the Authority may, subject to, and in accordance with, the provisions of the Authority Instruments, assign or otherwise transfer all or any portion of its rights and obligations under any other Authority Instruments, to any other person, and such other person shall thereupon become vested with all of the rights and obligations in respect thereof that were granted to the Authority herein or otherwise. None of the rights or obligations of Developer hereunder may be assigned or otherwise transferred without the prior written consent of the Authority.

6.6 Developer hereby (a) irrevocably submits to the jurisdiction of the Superior Court of Riverside County in any action or proceeding arising out of or relating to this Indemnity, (b) waives any defense based on doctrines of venue or forum non convenient or similar rules or doctrines, and (c) irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in the Superior Court of Riverside County. Developer irrevocably consents to the service of any and all process which may be required or permitted in any such action or proceeding to the address specified in the first paragraph of this Indemnity, above. Developer agrees that a final judgment in any such action or proceeding shall be inclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

6.7 The title of this document and the captions used herein are inserted only as a matter of convenience and for reference and shall in no way define, limit, or describe the scope or the intent of this Indemnity or any of the provisions hereof.

6.8 This Indemnity shall be governed by, and construed and interpreted in accordance with, the laws of the State of California applicable to contracts made and to be performed therein.

6.9 This Indemnity may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, Developer has duly executed this Indemnity as of the date first set forth above.

DEVELOPER

HABITAT FOR HUMANITY
RIVERSIDE, INC.
County of Riverside, a California non-profit
public benefit corporation

By: _____
Kathy M. Michalak, Executive Director

Date: _____

By: _____
Nicholas D. Adcock, Treasurer

Date: _____

Exhibit A

LEGAL DESCRIPTION

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 169-070-035-1 formerly APN 169-070-003)

THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

ATTACHMENT NO. 9
ASSIGNMENT OF AGREEMENTS
[BEHIND THIS PAGE]

ASSIGNMENT OF AGREEMENTS

FOR VALUE RECEIVED, the undersigned, HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation ("Habitat"), assigns to the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE ("Authority"), all of its right, title and interest in and to:

1. All architectural, design, engineering and development agreements, and any and all amendments, modifications, supplements, addenda and general conditions thereto (collectively, "Architectural Agreements"); and
2. All plans and specifications, shop drawings, working drawings, amendments, modifications, changes, supplements, general conditions and addenda thereto (collectively "Plans and Specifications")

heretofore or hereafter into or prepared by any architect, engineer or other person or entity (collectively "Architect"), for or on behalf of Habitat in connection with the construction and/or rehabilitation of the Improvements. The Plans and Specifications, as of the date hereof, are those which Habitat has heretofore, or will hereafter deliver to Authority. The Architectural Agreements include, but are not limited to, the architectural contract between Habitat and _____, located at _____.

This ASSIGNMENT OF AGREEMENT AND PLANS AND SPECIFICATION ("Assignment") constitutes a present and absolute assignment to Authority as of the Effective Date, subordinate to the rights of _____ Bank ("Construction Lender"); provided, however, Authority confers upon Habitat the right to enforce the terms of the Architectural Agreements and Habitat's rights to the Plans and Specifications so long as no Default or event which would constitute a Default after notice or the passage of time, or both, has occurred and is continuing under the Disposition and Development Agreement, dated as of _____, 2015 between the Authority and Habitat ("Developer" therein) (the "DDA"), as well as any future amendments and implementation agreements between Habitat and Authority which refer to this Assignment. Capitalized terms not otherwise defined herein shall have the meaning set forth in the DDA. Upon the occurrence of a default or event which would constitute a default after notice or the passage of time, or both, under the DDA, Authority may, in its sole discretion, give notice to Architect of its intent to enforce the rights of Habitat under the Architect Agreements and of its rights to the Plans and Specifications and may initiate or participate in any legal proceedings respecting the enforcement of said rights. Habitat acknowledges that by accepting this Assignment, Authority does not assume any of Habitat's obligations under the Architectural Agreements or with respect to the Plans and Specifications.

Habitat represents and warrants to Authority, as of Habitat's execution hereof, that: (a) all Architectural Agreements entered into by Habitat are in full force and effect and are enforceable in accordance with their terms and no default, or event which would constitute a default after notice or the passage of time, or both, exists with respect to said Architectural Agreements; (b) all copies of the Architectural Agreements and Plans and Specifications delivered to Authority are complete and correct; and (c) Habitat has not assigned any of its rights under the Architectural Agreements or with respect to the Plans and Specifications.

Habitat agrees: (a) to pay and perform all obligations of Habitat under the Architectural Agreements; (b) to enforce the payment and performance of all obligations of any other person or entity under the Architectural Agreements; (c) not to modify the existing Architectural Agreements nor to enter into any future Architectural Agreements without Authority's prior written approval except as otherwise may be permitted in the DDA; and (d) not to further assign (other than assignment in connection with a loan from the Construction Lender), for security or any other purposes, its rights under the Architectural Agreements or with respect to the Plans and Specifications with Authority's prior written consent.

This Assignment secures performance by Habitat of all obligations of Habitat under the DDA. This Assignment is supplemented by the provisions of the DDA and said provisions are incorporated herein by reference.

This Assignment shall be governed by the laws of the State of California, and Habitat consents to the jurisdiction of the Superior Court of the County of Riverside, State of California having proper venue for the filing and maintenance of any action arising hereunder and agrees that the prevailing party in any such action shall be entitled, in addition to any other recovery, to reasonable attorney's fees and costs.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of Habitat and Authority; provided, however, this shall not be construed and is not intended to waive any restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by Habitat contained in the DDA.

The attached Architect's Consent, Schedule 1 and Exhibit A are incorporated by reference.

HABITAT

HABITAT FOR HUMANITY RIVERSIDE, INC.
County of Riverside, a California non-profit public
benefit corporation

By: _____
Kathy M. Michalak, Executive Director

By: _____
Nicholas D. Adcock, Treasurer

ARCHITECT'S CONSENT

The undersigned architect ("Architect") hereby consents to the foregoing Assignment to which this Architect's Consent ("Consent") is part, and acknowledges that there presently exists no unpaid claims due to the Architect except as set forth on Schedule 1 attached hereto, arising out of the preparation and delivery of the Plans and Specifications to Habitat and/or the performance of the Architect's obligations under the Architectural Agreements.

Architect agrees that if, at any time, Authority shall become the owner of said Property, or, pursuant to its rights under the DDA, elects to undertake or cause the completion of construction of the Improvements on any portion of the Property, in accordance with the Plans and Specifications, and gives Architect written notice of such election; THEN, so long as Architect has received, receives or continues to receive the compensation called for under the Architectural Agreements, Authority may, at its option, use and rely on the Plans and Specifications for the purposes for which they were prepared, and Architect will continue to perform its obligations under the Architectural Agreements for the benefit and account of Authority in the same manner as if performed for the benefit or account of Habitat in the absence of the Assignment.

Architect further agrees that, in the event of a breach by Habitat of the Architectural Agreements, or any agreement entered into with Architect in connection with the Plans and Specifications, so long as Habitat's interest in the Architectural Agreements and Plans and Specifications is assigned to Authority, Architect will give written notice to Authority of such breach at the address shown below. Authority shall have thirty (30) days from the receipt of such written notice of default to remedy or cure said default. Nothing herein shall require Authority to cure said default or to undertake completion of construction of the Improvements.

Architect warrants and represents that it/he has no knowledge of any prior assignment(s) of any interest in either the Plans and Specifications and/or the Architectural Agreements. Except as otherwise defined herein, the terms used herein shall have the meanings given them in the Assignment.

Executed _____, 2015.

[insert name of architect]

By: _____

Name:

Title:

[insert address of architect]

Authority's Address:

Housing Authority of the
County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Executive Director

SCHEDULE OF UNPAID CLAIMS

Schedule 1 to Assignment of Architectural Agreements and Plans and Specifications dated as of _____, 2015 between _____, a California nonprofit public benefit corporation as Borrower, and HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, as Authority.

PROPERTY DESCRIPTION

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 169-070-035-1 formerly APN 169-070-003)

THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

ATTACHMENT NO. 10

NOTICE OF AFFORDABILITY RESTRICTIONS

[BEHIND THIS PAGE]

OFFICIAL BUSINESS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Housing Authority of the
County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
Attn: Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Affordability Restrictions on Transfer of Property

NOTICE IS HEREBY GIVEN that pursuant to Health & Safety Code Section 33334.3(f) as amended effective January 1, 2008, the Housing Authority of the County of Riverside ("Housing Authority") is recording this Notice of Affordability Restrictions on Transfer of Property (hereinafter the "Notice") with regard to the property located at the terminus of Amarillo Street and North of Mission Boulevard, Jurupa Valley, California, known as APNs: 169-100-055, 169-070-035 and 169-100-057, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this notice ("Property").

The Property is subject to the conditions and restrictions contained in that certain Disposition and Development Agreement ("DDA") entered into between the Housing Authority and Habitat for Humanity Riverside, Inc., a California nonprofit public benefit corporation ("Habitat") dated _____, 2015 and recorded concurrently herewith in the Official Records of Riverside County ("Official Records"), and that certain Agreement Containing Covenants ("Covenants") entered into between Housing Authority and Habitat dated _____ and recorded concurrently herewith in the Official Records pertaining to the Property, which restrict the use of the Property as follows (Note, all capitalized terms used herein shall have the meaning ascribed to such terms in the DDA):

- (1) Habitat, such successors and such assignees shall use the Property for the development thereon and sale thereafter of twenty-six (26) single family homes ("Restricted Units") consisting of the following: (a) eight (8) single family homes

containing 4-bedrooms and a minimum of 1,500 square feet, and (b) eighteen (18) single family homes containing 3-bedrooms and a minimum of 1,300 square feet, with related infrastructure, parking, common areas and open space improvements, all as described in the Scope of Development (Attachment No. 6 to the DDA), as more particularly described in the DDA and Covenants.

- (2) Each of the Restricted Units shall be sold exclusively to qualified Lower Income First Time Homebuyers at an Affordable Housing Cost as provided in California Health and Safety Code Section 50052.5.
- (3) The maximum incomes of eligible Lower Income purchasers shall be as set forth in California Health and Safety Code Section 50079.5 and determined on the basis of the income limits for households in the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area, as determined by the U.S. Department of Housing and Urban Development and published approximately annually by the California Department of Housing and Community Development (“Area Median Income”). If the California Department of Housing and Community Development discontinues publishing such income limits, the term “Lower Income” shall mean a household income that does not exceed 80% of the area median income for Riverside County, adjusted for family size.
- (4) An Affordable Housing Cost means, pursuant to California Health and Safety Code Section 50052.5(b)(3), for Lower Income Households the housing cost payments shall not exceed thirty percent (30%) of the gross income of the household times seventy percent (70%) of the Area Median Income as determined by HUD, adjusted for household size appropriate for the Restricted Unit. For purposes of this definition, the phrase “adjusted for household size appropriate for the Restricted Unit” shall mean a household size equal to the number of bedrooms in the Restricted Unit plus one.

The affordability and other restrictions imposed on the Restricted Units by the DDA and Covenants are scheduled to expire on the date that is forty-five (45) years after the sale of a Restricted Unit from Habitat to an eligible Lower Income purchaser.

Habitat for Humanity Riverside, Inc., is the current owner of the Property.

This Notice is recorded for the purpose of providing notice only and it in no way modifies the provisions of the DDA or Covenants.

[Remainder of Page Intentionally Left Blank]

[Signatures on Following Page]

AUTHORITY:

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

By: _____
Heidi Marshall,
Deputy Executive Director

Date: _____

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown, Deputy County Counsel

Insert

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Exhibit "A"

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 169-070-035-1 formerly APN 169-070-003)

THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

ATTACHMENT NO. 11
AGREEMENT CONTAINING COVENANTS
(INCLUDING RESALE RESTRICTIONS)

[BEHIND THIS PAGE]

OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code Section 6103

Recording Requested by and When
Recorded Return to:

HOUSING AUTHORITY OF
THE COUNTY OF RIVERSIDE
5555 Arlington Avenue
Riverside, California 92504
Attn: Mervyn Manalo

Space above this line for Recorder's use only

AGREEMENT CONTAINING COVENANTS
(INCLUDING RESALE RESTRICTIONS)

THIS AGREEMENT CONTAINING COVENANTS ("Agreement") is entered into as of _____, 2015, by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Housing Authority for the County of Riverside (herein referred to as "Authority") and HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation (herein referred to as "Owner").

A. Owners owns fee title interest to that certain real property (the "Property") located in the City of Jurupa Valley, County of Riverside, State of California, legally described in the "Legal Description" attached hereto as **Exhibit A** and incorporated herein by this reference.

B. Authority and Owner entered into that certain Disposition and Development Agreement ("DDA") dated _____ and recorded in the Official Records of the Recorder's Office of the County of Riverside ("Official Records") on _____ as Document No. _____, relating to, among other things, the sale of the property by the Authority to Owner and the construction thereon of twenty six (26) single family homes ("Units"), with related infrastructure, parking, common areas and certain open space improvements, as more specifically described in the DDA ("Project"). The term "DDA" as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the DDA. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the DDA.

C. Pursuant to the DDA, each of the Units shall be sold to and occupied by qualified lower income first time homebuyers, with a preference for veterans, for an affordable sales price that does not exceed an Affordable Housing Cost for a period of no less than forty-five (45) years from the date the Release of Construction Covenants is recorded in the Official Records.

D. Authority and Owner desire to memorialize Owner's obligation to construct and sell the Units, and maintain the affordability thereof, pursuant to the DDA, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, on behalf of itself and its successors, assigns, and each successor in interest or any part thereof, hereby declares as follows:

1. Development of the Property. Owner covenants and agrees for itself, its successors and assigns and every successor in Owner's interest in the Property or any part thereof, that Owner, its successors and assigns, shall develop and construct, or cause the development and construction, of the Improvements on Property in accordance with the provisions of the DDA, including, but not limited to the Scope of Development (**Attachment No. 6** to the DDA), consisting of twenty (26) new residential single-family units, eight (8) of which shall be 4-bedroom homes with a minimum of 1,500 square feet, and eighteen (18) of which shall be 3-bedroom homes with a minimum of 1,300 square feet (collectively the "Restricted Units"), with related infrastructure, parking, common areas and open space improvements.

2. Use of the Property. Owner, on behalf of itself and its successors, assigns, and each successor in interest to Owner's interest in the Property or any part thereof, hereby covenants and agrees as follows:

a. Owner covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Owner, such successors and such assignees shall use the Property only for the uses specified in the DDA, and this Agreement. No change in the use of the Property shall be permitted without the prior written approval of the Authority.

b. Notwithstanding the generality of subsection (a), above, Owner, its successors and assigns, shall use the Property only for the uses permitted in this Agreement, specifically including the following: residential for sale housing consisting of the Restricted Units, with related infrastructure, parking, common areas and open space improvements.

c. Residential Uses. For a period of forty-five years (45) commencing on the date the Authority records the Release of Construction Covenants for the Improvements in the Official Records ("Covenant Period"), Owner on behalf of itself and its successors, assigns, and each successor in interest to Owner's interest in the Property or any part thereof, hereby covenants and agrees as follows:

(1) Affordability shall be restricted as follows:

A. 100% of the Restricted Units shall be sold to and occupied exclusively by "lower income households" (as that term is defined in Health and Safety Code Section 50079.5) who are "First Time Homebuyers" (as that term is defined in the DDA) for an Affordable Sale Price (including a Down Payment) such that their total housing cost is as follows, for lower income households whose gross incomes exceed the maximum income for very low income households and do not exceed 70% of the area median income adjusted for family size, the product of 30% times 70% of the area median income adjusted for family size appropriate for the unit. In addition,

for any lower income household that has a gross income that equals or exceeds 70% of the area median income adjusted for family size, the housing cost shall not exceed 30% of the gross income of the household. The aforementioned affordability restrictions shall also apply in the event of a resale of a Restricted Unit after an initial sale.

B. As used herein, the term, "area median income" means the median income of the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area, adjusted for family size by the United States Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937, as determined by HUD and published from time to time by the California Department of Housing and Community Development, and the phrase "adjusted for household size appropriate to the unit" means a household size equal to the number of bedrooms in the unit plus one.

(2) Concurrently with the close of escrow for the initial sale of each Restricted Unit from Owner to a qualified lower income First Time Homebuyer, Owner shall cause such qualified lower income First Time Homebuyer to execute and record in the Official Records (i) an Addendum to Grant Deed substantially conforming in form and substance to Attachment No.5 to the DDA, and (ii) Affordable Housing Resale Restrictions (as defined in the DDA), granting to the Authority, among other things, a first right of refusal in favor of the Authority to the purchased Restricted Unit.

(3) Owner agrees that prior to the sale of the Restricted Units, Owner shall consult with and obtain the approval of the Authority in developing a fair marketing plan for selling the Restricted Units.

(4) Authority and its successors and assigns, shall have the right, but not the obligation, to monitor and enforce the covenants contained herein. Owner covenants that it shall comply with any monitoring program set up by Authority to enforce said covenants. In complying with such monitoring program, Owner or its agent shall prepare and submit to Authority an occupancy report, financial information and income verification documents for each qualified purchaser of Restricted Unit, and all supporting documentation, on forms provided by Owner, setting forth the required information. Authority agrees to accept any form required by any other lender or governmental agency providing similar information. Owner shall pay such costs associated with said monitoring and enforcement efforts as required by the Authority.

(5) No officer, employee, agent, official or consultant of Owner may purchase or occupy any of the Restricted Units.

d. Owner herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this Agreement is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself 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 of the Property.

e. Owner, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Property, or any portion thereof, after the date of this Agreement shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises 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:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself 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 of the land."

f. Owner shall adopt written selection policies and criteria that meet the following

requirements:

- (1) Are consistent with the purpose of providing housing for lower income households that are first time homebuyers, with a preference for veterans.
- (2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the sale.
- (3) Provide for:
 - (A) The selection of tenants from a written waiting list in the chronological order of their satisfaction of all eligibility requirements, insofar as is practicable; and
 - (B) The prompt written notification to any rejected applicant of the grounds for any rejection;
- (4) To the extent permitted by law, provide first priority in the selection of otherwise eligible tenants to persons displaced by the Housing Authority (if any); and
- (5) Carry out the affirmative marketing procedures of the Housing Authority, to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market area. Owner and Housing Authority shall cooperate to effectuate this provision during the Owner's sale of the Restricted Units.

3. Maintenance of the Property. Owner, its successors and assigns, shall maintain the Improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of Completion, reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and prompt repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event Owner, its successors or assigns fails to maintain the Improvements in accordance with the standard for the quality of maintenance, Housing Authority or its designee shall have the right but not the obligation to enter the Property upon prior written notice to Owner, correct any violation, and hold Owner, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property; provided, however such lien shall be subordinate to any lien in favor of the Owner's lenders permitted pursuant to the DDA. Owner shall have the right to assign its responsibilities pursuant to this Section 3 to the purchasers of the Restricted Units through inclusion of those obligations in the CC&Rs applicable to the Property or otherwise.

4. Management. Until each of the Restricted Units is sold by Owner to a qualified purchaser, Owner shall be responsible for the operation of the Improvements either by direct management or by contracting its managerial functions to a third party property manager reasonably acceptable to the Housing Authority which property manager will be charged with managing the Improvements on behalf of the Owner. The Housing Authority shall have the right to review and approve any such entity prior to its selection by the Owner. Such approval shall not be unreasonably withheld. Owner shall include in any such property management agreement a provision providing for the termination of the agreement in the event that the property manager violates any federal, state or local health and safety laws and regulations which are not cured within thirty (30) days following the giving of notice of such violations by the Housing Authority or any other governmental entity; provided, however, that in the case of a violation that cannot be cured within such thirty (30) day period, that such cure shall be commenced within thirty (30) days of notification and shall be diligently prosecuted to completion not later than sixty (60) days after notification. Owner, its successors and assigns, upon notice from the Housing Authority, shall pay any costs and fees (including administrative and attorneys' fees) incurred by Housing Authority in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the DDA and/or this Agreement. Once each Restricted Unit is sold to a qualified purchaser, the aforementioned rights in favor of the Authority and obligations of Owner and a property manager, shall be assigned to the homeowners association and shall be included in the CC&Rs applicable to the Property or otherwise.

5. Covenants Running with the Land. All conditions, covenants and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Housing Authority, its successors and assigns, against Owner, its successors and assigns, to or of Owner's interest in the Property, or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Housing Authority shall be deemed the beneficiary of the covenants, conditions and restrictions of this Agreement both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the Housing Authority, without regard to whether the Housing Authority has been, remains, or is an owner of any land or interest therein in the Property. Except as provided in the preceding sentence, the covenants, conditions and restrictions contained in this Agreement shall not benefit nor be enforceable by any other owner of real property except the Housing Authority.

6. Permitted Mortgages. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage permitted by the DDA.

7. Term. Every covenant and condition and restriction contained in this Agreement shall remain in effect for the Covenant Period, except for the non-discrimination provisions set forth in Section 2.d. and 2.e. which shall remain in effect in perpetuity.

8. Notice and Opportunity to Cure. Prior to exercising any remedies hereunder, Housing Authority shall give Owner notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Owner shall have such period to effect a cure prior to exercise of remedies by Housing Authority. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Owner (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Owner shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Housing Authority, but in no event no more than sixty (60) days of receipt of such notice of default from the Housing Authority. If Owner fails to take corrective action or to cure the default within a reasonable time, Housing Authority shall give Owner and Owner's lenders written notice thereof, provided Housing Authority receives in writing the aforementioned parties addresses for purposes of notice, whereupon Owner's lender may effect a cure within a reasonable time thereafter in accordance with the foregoing provisions.

9. Enforcement. If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Section 9 above, Housing Authority and its successors and assigns, without regard to whether Housing Authority or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by Owner of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

10. Liens. Nothing herein contained shall be deemed to prohibit Owner from contesting the validity or amounts of any encumbrance, lien, levy or attachment, nor to limit the remedies available to Owner in respect thereto.

11. Sale, Assignment or Transfer of the Project or Property. Except for the sale of a Restricted Unit to a qualified purchaser as permitted in the DDA, Owner hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the Project, the Property or any portion thereof, without obtaining the prior written consent of the Authority, in its reasonable discretion. Any sale, assignment, or transfer of the Project or Property, shall be memorialized in an assignment and assumption agreement the form and substance of which have been first approved in writing by the Authority in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with Owner's duties and obligations under the DDA, provided, however Owner shall not be released of all obligations under the DDA and this Agreement.

12. Governing Law; Venue; Severability. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. 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.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

[REMAINDER OF PAGE BLANK]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Authority and Owner have signed this Agreement as of the dates set opposite their signatures.

AUTHORITY:

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

By: _____
Heidi Marshall, Deputy Executive Director

Date: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown, Deputy County Counsel

OWNER:

HABITAT FOR HUMANITY RIVERSIDE, County of Riverside, a California non-profit public benefit corporation

By: _____
Kathy M. Michalak, Executive Director

Date: _____

By: _____
Nicholas D. Adcock, Treasurer

Date: _____

Insert

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 169-100-055-1 AND 169-100-057-3)

PARCEL 2 OF PARCEL MAP NO. 34696, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 95 TO 99, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED IN GRANT DEEDS RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-0199763 OF OFFICIAL RECORDS AND SAID PORTIONS AS SHOWN ON PAGES 9 AND 10 AS CONVEYED BY BOOK 137 OF RECORD OF SURVEYS PAGES 99-113, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 169-070-035-1 formerly APN 169-070-003)

THE WESTERLY 4 FEET OF THAT PORTION OF LOT 3 OF LA BONITA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;
THENCE NORTH ON THE WEST LINE OF SAID LOT TO A POINT IN THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID LOT, CONVEYED TO HARRY O. NORTHRUP AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 25, 1924 IN BOOK 621, PAGE 334 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE EAST ON THE SOUTH LINE OF SAID NORTH 5 ACRES, 165 FEET;
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT;
THENCE WEST ON SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING.

ATTACHMENT NO. 13
REQUEST FOR NOTICE
[BEHIND THIS PAGE]

Recording Requested By:
RIVERSIDE COUNTY

AND WHEN RECORDED MAIL TO

Riverside County
Economic Development Agency
5555 Arlington Avenue
Riverside, CA 92504
Attn: DS NAME / Housing Division
Loan Number: NSP1-file no.

EXEMPT RECORDING FEE CODE 6103

**REQUEST for NOTICE
UNDER SECTION 2924b CIVIL CODE**

In accordance with Civil Code, section 2924b, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust dated <date the senior lien holder DOT recorded> and recorded as Instrument No. <Senior lien holder DOT recorded instrument number> in book xxxxxx, page xxxxx, Official Records of RIVERSIDE County, California, and describing land therein as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

APN: PARCEL NO. Property also known as: PROPERTY ADDRESS

Executed by <INSERT BUYER'S NAMES, INSERT VESTING>, as trustor in which <First lender name> is named as Beneficiary, and <First Deed of Trust/Senior lien holder TRUSTEE>, as Trustee, be mailed to Riverside County Economic Development Agency -Neighborhood Stabilization Program 1 Homebuyer at 5555 Arlington Avenue, Riverside, CA 92504.

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

Dated _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE } S.S.

On _____ before me,
_____ a Notary Public,
personally appeared _____ who proved

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

Tom Fan/Principal Development Specialist

(This area for official notarial seal)

Loan No. FILE NO

ATTACHMENT NO. 14
ESCROW AGREEMENT
[BEHIND THIS PAGE]

ESCROW AGREEMENT

(Jurupa Valley Enriched Veterans Neighborhood Project)

THIS ESCROW AGREEMENT ("Agreement") is entered into on _____, 2015 by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside (hereinafter called the "**Authority**") and HABITAT FOR HUMANITY RIVERSIDE, INC., a California nonprofit public benefit corporation (hereinafter called "**Developer**"). Authority and Developer are collectively referred to herein as the "Parties" and individually as "Party."

RECITALS

WHEREAS, Authority is a California housing authority acting under the California Housing Authorities Law, Part 2 of Division 24 of the Health and Safety Code (the "Housing Authorities Law");

WHEREAS, Authority owns fee title to the subject property located 420 feet north of Mission Boulevard at the terminus of Amarillo Street with Assessor's Parcel Numbers 169-100-055, 169-100-057 and 169-070-035, which consists of approximately 5.6 acres as described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference ("Property");

WHEREAS, Authority desires to convey the Property to Developer for the purpose of developing and constructing 26 single-family homes, which shall be affordable to Lower Income First Time Homebuyers ("Project") as more particularly set forth in the Disposition and Development Agreement ("DDA"). All capitalized terms not defined herein shall have the meaning ascribed to such term set forth in the DDA; and

WHEREAS, in connection with the DDA of the Property by Authority to Developer, the Parties desire to set forth the escrow terms relating to such sale, as more specifically discussed below.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **Escrow.**

Developer agrees to open an escrow for the conveyance of the Property with Title Company or such other escrow company, escrow department of a bank, or escrow department of a title insurance company first approved by Authority and Developer (the "Escrow Agent"), no later than the applicable dates established in the Schedule of Performance (Attachment No. 3 to the DDA).

This Agreement shall constitute the joint escrow instructions of Developer and Authority with respect to the conveyance of the Property, and a duplicate original of this Agreement and the executed DDA shall be delivered to the Escrow Agent upon the opening of the escrow.

Authority and Developer shall provide such additional escrow instructions as shall be necessary to close the escrow with respect to the conveyance of the Property, and consistent with this Agreement and the DDA. The Escrow Agent hereby is empowered to act under such instructions,

and upon indicating its acceptance thereof in writing, delivered to Authority and to Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

Upon receipt by the Escrow Agent of all executed and acknowledged documents, as required by this Agreement and the DDA, the Escrow Agent shall record all documents in accordance with Section 3 below, when the Property can be vested in Developer in accordance with the terms and provisions of the DDA. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law. Any insurance policies governing the Property or any portion thereof are not to be transferred.

Developer shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the Closing Date (as defined in the DDA) for conveyance of the Property from the Authority to Developer:

1. Escrow fees;
2. Recording fees;
3. Notary fees;
4. Premiums for the title insurance policy or policies ordered by Developer;
5. Ad valorem taxes and any other taxes, assessments or impositions of any kind, if any, attributable to Authority's ownership of the Property prior to conveyance of the Property; and
6. State, county, city or other documentary stamps and transfer taxes, if any.

The Escrow Agent is authorized to:

1. Pay, and charge Developer, for any fees, charges and costs payable under this Section 1. Before such payments are made, the Escrow Agent shall notify Authority and Developer of the fees, charges and costs necessary to clear title and convey the Property;
2. Disburse funds and deliver the DDA and other documents to the parties entitled thereto when the conditions of the escrow have been fulfilled by Authority and Developer; and
3. Record any instruments delivered through the escrow if necessary or proper to vest the applicable interests in Developer and Authority in accordance with the terms and provisions of this Agreement and the DDA.

All funds received in the escrow shall be deposited by the Escrow Agent in an interest bearing account for the benefit of the depositing party as directed by the depositing party.

If any escrow is not in condition to close on or before the closing date, either party who then shall have fully performed the acts to be performed before the closing date may, in writing, demand the return of its money, papers or documents. No demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within the ten- (10) day period. If any objections are raised within the ten- (10) day period, the Escrow Agent is authorized to hold the money, paper and documents until instructed by mutual agreement of the parties or, upon failure thereof, by a court of

competent jurisdiction. Notwithstanding the foregoing, the termination rights of Authority and Developer and other rights and remedies on default are governed by the termination and default terms of the DDA, and no demand for such return shall affect such rights or remedies. If no such demands are made, the escrow shall be closed as soon as possible.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Authority and Developer affected thereby, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendments to these escrow instructions shall be in writing and signed by both Authority and Developer. At the time of any amendment the Escrow Agent shall agree to carry out its duties as escrow agent under such amendment.

All communications from the Escrow Agent to Authority or Developer shall be directed to the addresses and in the manner established in Section 17.6 of the DDA for notices, demands and communications between Authority and Developer.

The liability of the Escrow Agent under this Agreement and the DDA is limited to performance of the obligations imposed upon it in this Agreement.

2. **Title Insurance.**

Concurrently with the recordation of the DDA, Title Company shall provide and deliver to Developer a Title Insurance Policy (as defined in the DDA), issued by the Title Company insuring that the Property interest to be conveyed is vested in Developer in the condition required by Section 2.2.3 of the DDA ("Property Title Policy"). The Title Company shall provide Authority with a copy of the Property Title Policy. The Property Title Policy shall be in the amount specified by Developer. Developer shall pay for all premiums for all title insurance policies and coverage and special endorsements with respect to the Property.

3. **Recordation of Documents.**

Authority and Developer, respectively, agree to perform all acts necessary to achieve recordation and delivery of documents in sufficient time for escrow to be closed in accordance with the foregoing provisions.

a. The following documents shall be recorded in the following order ("Recorded Documents"):

Order of Recordation	Document Name
1 st	Agreement Containing Covenants
2 nd	Notice of Affordability Restrictions
3 rd	Senior Loan Security Instruments
4 th	Junior Loan Security Instruments

b. All documents to be recorded shall be recorded in the Official Records of the County of Riverside.

c. In the event that Developer subdivides the Property estate into a vertical subdivision, the Recorded Documents shall be recorded against each parcel that comprises the vertical subdivision in the same order as set forth under subsection (a), above.

[Remainder of page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AUTHORITY:

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

By: _____
Heidi Marshall, Deputy Executive Director

Date: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown, Deputy County Counsel

DEVELOPER:

HABITAT FOR HUMANITY RIVERSIDE, County of Riverside, a California non-profit public benefit corporation

By: _____
Kathy M. Michalak, Executive Director

Date: _____

By: _____
Nicholas D. Adcock, Treasurer

Date: _____

ATTACHMENT NO. 16

RIGHT OF ENTRY

[BEHIND THIS PAGE]