

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - A. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - B. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - C. The creation of a security interest in the HAP contract or the property;
 - D. Foreclosure or other execution on a security interest; or
 - E. A creditor's lien, or transfer in bankruptcy.

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the

U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in
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**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. COMPLETION AND ACCEPTANCE OF CONTRACT UNITS

The owner certifies that the contract units have been completed in accordance with the Agreement. Completion and acceptance of the units is subject to the provisions of the Agreement.

25. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

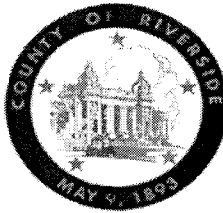
The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

26. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

27. ENTIRE AGREEMENT; INTERPRETATION

- a. The Agreement and the HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The Agreement and the HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

4/15/16
Date

Via H.A.
Initial

Notice of Exemption

To:
 Office of Planning and Research
 For U.S Mail: Street Address: 1400 Tenth St. Sacramento, CA 95812-3044
From:
 Public Agency: Housing Authority of the County of Riverside
 Address: 5555 Arlington Avenue Riverside, CA 92504
 Contact: Mervyn Manalo, Housing Specialist
 Phone: (951) 343-5495

County Clerk
 County of: Riverside
 2724 Gateway Drive
 P.O. Box 751
 Address: Riverside, CA 92502-0751
 Lead Agency (if different from above):
 Address: City of Beaumont, Planning Department
 550 E. 6th Street
 Beaumont, CA 92223
 Contact: Rebecca Deming, Director of Planning
 Phone: (951) 769-8518

SUBJECT: Filing of Notice of Exemption in Compliance with Section 15062 of CEQA Guidelines.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: Illinois Avenue Apartments (formerly Seasons at Beaumont - Residential Apartments)

Project Location (include county): Illinois Avenue between Sixth and Eighth Streets (Assessor Parcel Numbers 418-020-027, 418-020-032, 418-020-033 and 418-020-034), City of Beaumont, County of Riverside, CA

Project Description:

Riverside County Economic Development Agency (EDA) intends to provide 21 Housing Choice Voucher Program (HCVP) Project Based Vouchers (PBVs) for the development and construction of Illinois Avenue Apartments, a 38-unit multi-family affordable rental housing complex located in the City of Beaumont (Project). Any potential significant effects of the Project have been adequately analyzed and addressed by the City of Beaumont, as Lead Agency, under Plot Plan No. 15-PP-05, Categorical Exemption, Section 15332, Class 32 (In-fill Development Project), Notice of Exemption filed on February 17, 2016 with the Riverside County Clerk's Office. Acting as a Responsible Agency, the County of Riverside Board of Supervisors has considered the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) and finds no substantial changes to the Project or circumstances under which the Project will be undertaken have occurred necessitating further environmental documentation. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Project Sponsor: LINC-Beaumont APTS LP, a California limited partnership

This is to advise that the Riverside County Board of Commissioners approved the above project on

Lead agency or Responsible Agency
October 25, 2016 and has made the following determinations regarding the above described project:
(tentative date)

1. The County of Riverside considered the Categorical Exemption for In-fill Development Projects filed on February 17, 2016 with the Riverside County Clerk's Office as prepared and adopted by the City of Temecula, under Plot Plan No. 15-PP-05.
2. The Project is EXEMPT pursuant to Categorical Exemption, Section 15332, Class 32.

The Notice of Exemption Declaration is available to the General Public at:

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

Signature: _____ Title: John Aguilar, Deputy Director
(Public Agency)

Date: _____ Date received for filing at OPR: _____