

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



**ITEM: 3.10  
(ID # 12778)**

**MEETING DATE:**  
Tuesday, July 14, 2020

**FROM:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Approve the Form of Loan Agreement for the Use of HOME Funds for Courtyards at Cottonwood, in the City of Moreno Valley; District 5 [\$1,600,000 - 100% HOME Investment Partnerships Act Funds] (Clerk of the Board to File the Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Affirm that the environmental effects of the Loan Agreement for the Use of HOME Funds (HOME Loan Agreement) for Courtyards at Cottonwood (Project) will not have a significant effect on the environment. The County of Riverside Board of Supervisors, in its independent judgment and analysis as a Responsible Agency under CEQA in issuing certain limited approvals, considered and adopted on May 5, 2020 the previously adopted Environmental Initial Study/Mitigated Negative Declaration (MND) and associated documents by the City of Moreno Valley, as lead agency, on October 10, 2019 for the Project;
2. Affirm the Finding of No Significant Impact adopted by the Board of Supervisors on May 5, 2020, for the Project concluding that the Project is not an action which may affect the quality of the environment pursuant to the provisions of the National Environmental Policy Act of 1969 (NEPA) and under the implementing regulations of 24 CFR Parts 50 and 58;

**ACTION:** Policy


  
Heidi Marshall, Director 6/25/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: July 14, 2020  
xc: HHPWS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

3. Approve the attached form of Loan Agreement for the Use of HOME Program Funds, including all attachments thereto, (HOME Loan Agreement), between the County and Courtyards at Cottonwood, L.P. (Partnership), providing a loan derived from the HOME Investment Partnerships Program in the amount of \$1,500,000 (HOME Loan), to be used to pay a portion of the development and construction costs for a multi-family affordable rental housing project in the City of Moreno Valley;
4. Approve the attached forms of HOME Loan Deed of Trust and Assignment of Rents, HOME Loan Promissory Note and HOME Covenant Agreement;
5. Authorize the Director of the Housing, Homelessness Prevention and Workforce Solutions (HHPWS) to execute the HOME Loan Agreement and HOME Covenant Agreement conforming in form and substance to the attached HOME Loan Agreement and HOME Covenant Agreement, subject to approval by County Counsel;
6. Authorize the Director of the HHPWS, or designee, to negotiate and execute a Subordination Agreement subordinating the HOME Loan Deed of Trust and Assignment of Rents to a Deed of Trust for the benefit of Citibank, N.A., senior lender, securing a construction loan for the Project for a not to exceed amount of \$25,000,000, subject to approval by County Counsel;
7. Authorize the Director of the HHPWS, or designee, to take all necessary steps to implement the HOME Loan Agreement and Subordination Agreements, including but not limited to, signing subsequent necessary and relevant documents, subject to approval by County Counsel; and
8. Direct the Clerk of the Board to file the Notice of Exemption within 5 working days.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,600,000	\$ 0	\$1,600,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> HOME Investment Partnership Act Funds (100%)			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

**C.E.O. RECOMMENDATION:** [CEO Use]

**BACKGROUND:**

**Summary**

On November 5, 2019, in connection with Courtyards at Cottonwood, a proposed 80-unit multi-family affordable rental housing complex for low-income families and one residential manager's unit, located in the City of Moreno Valley (Project), the County of Riverside Board of Supervisors approved Resolution No. 2019-226, which allocated \$1,000,000 in HOME Investment Partnerships Act Funds (HOME Loan), subject to the satisfaction of certain conditions contained therein, and supported the submission of a low income housing tax credit application by

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

Courtyards at Cottonwood, L.P., a California limited partnership (Partnership), to the California Tax Credit Allocation Committee (CTCAC) for the Project.

The Project was allocated tax credits by CTCAC and, since all of the conditions to funding set forth in Resolution No. 2019-226 have been satisfied, staff recommends that the Board approve the Loan Agreement for the Use of HOME Funds, including exhibits (HOME Loan Agreement) between the County and Partnership. Due to unexpected construction budget cost increases, an additional \$500,000 was requested for a total of \$1,500,000. The loan of \$1,500,000 derived from HOME Program funds will be used to pay a portion of the development and construction costs for the Project. The HOME Loan will be evidenced by a Promissory Note which will be secured by a Deed of Trust encumbering the Project, each attached. If there are any realized cost savings to the project, then any remaining HOME funds will not be disbursed.

The Project is located on approximately 6.76 acres of vacant land located at the northeast corner of Cottonwood Avenue and Indian Street, in the City of Moreno Valley in the County of Riverside, identified as Assessor's Parcel Numbers 482-161-021, 482-161-022, 482-161-023, 482-161-024 (Property). Three residential buildings will consist of 24 one-bedroom units, 29 two-bedroom units and 28 three-bedroom units. The square footage of the units are as follows: one-bedroom 628 square feet, two-bedroom 803 square feet, and three-bedroom 1,009 square feet. The proposed project will also include a 4,840 square-foot Community Building with management, leasing, services and maintenance offices, a maintenance garage, computer lab, laundry room and a full kitchen. Site amenities are also proposed to include a community pool, a tot lot, basketball court and a senior vita course. A manager's unit will be located on the second floor of the community building.

Eleven HOME-assisted units will be restricted to individuals whose incomes do not exceed 60% of the area median income for the County of Riverside, of which 3 units will be restricted to individuals whose incomes do not exceed 50% of the area median income for the County of Riverside adjusted by family size at the time of occupancy. The HOME-assisted units will be restricted for a period of at least 55 years from the recordation of the Notice of Completion. The project was awarded 35 Housing Choice Voucher Program (HCVP) Project Based Vouchers (PBVs) through a competitive Request for Proposals released by the Housing Authority of the County of Riverside on August 12, 2019.

In addition to the \$1,500,000 derived from County HOME funds, other financing sources for the Proposed Project include tax-exempt bonds of approximately \$9,245,311 approximately \$17,763,282 in tax credit proceeds, \$4,420,682 in City of Moreno Valley HOME and Neighborhood Stabilization Program funds, \$1,630,000 City of Moreno Valley land contribution, approximately \$350,000 in parcel proceeds, \$816,451 City of Moreno Valley fee waivers, \$406,000 General Partner Contribution and \$2,411,998 deferred developer fee. The total cost of development, during the permanent financing period, is approximately \$38,543,724.

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

Staff recommends approval of HOME funds for the Project to pay a portion of the development and construction costs for the Project and direct project staffing costs in an amount not to exceed 10% of HOME funds approved for the Project as follows:

Courtyards at Cottonwood	\$1,500,000	HOME Project Funding
<u>Courtyards at Cottonwood</u>	<u>\$ 100,000</u>	HOME Direct Staffing (<10%) (Previously approved via Board approval on 7/7/20)
Total	\$1,600,000	

Citibank, N.A, as construction lender and as permanent lender (Senior Lenders), require as a condition precedent to the funding of their respective loans that the HOME Loan are subordinate to the Senior Lenders liens. Subordination of the HOME Loan is necessary since an economically feasible alternative method of financing the Project on comparable terms is not available without subordination. As a result of the subordination requirement, lien priority during the construction phase shall be as follows: 1st priority Citibank, N.A. Construction Loan, 2nd Moreno Valley Housing Authority loan, 3rd priority County HOME Loan. Once the Project is completed, the Citibank, N.A. Construction Loan will be repaid in its entirety with the tax credit equity and Citibank, N.A. Permanent Loan Proceeds. Upon Project completion, lien priority will be as follows: 1st priority Citibank, N.A. Permanent Loan, 2nd priority Moreno Valley Housing Authority Loan, 3rd priority County HOME Loan.

On May 5, 2020, the Board of Supervisors adopted a Finding of No Significant Impact for the Project and concluded that the Project is not an action which may affect the quality of the environment pursuant to the provisions of the National Environmental Policy Act of 1969 (NEPA) and under implementing regulations at 24 CFR Parts 50 and 58. Staff recommends that the County Board of Supervisors affirm that the environmental effects of the HOME Loan Agreement will not have a significant effect on the environment. Any potential significant effects of the Project have been adequately analyzed and addressed by the City of Moreno, as Lead Agency in the Environmental Initial Study/Mitigated Negative Declaration (MND) and associated documents, adopted by the City of Moreno Valley, City Council on October 10, 2019 and filed on November 22, 2019 with the Riverside County Clerk's Office. Acting as the Responsible Agency, the County of Riverside Board of Supervisors has considered the MND and associated docs 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 review. The HOME Loan Agreement does not constitute a project pursuant to CEQA and State CEQA Guidelines. Pursuant to CEQA Guidelines Section 15004(b), approval of the HOME Loan Agreement provides for financing subject to specific conditions. The agreement requires the developer to obtain all necessary land use approvals and entitlements from the City of Moreno Valley including compliance with CEQA. As the jurisdiction exercising land use control over the property, the City of Moreno Valley will be the lead agency for purposes of CEQA. The agreement does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA review.

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

Staff recommends that the Board of Supervisors approve the attached form of HOME Loan Agreement, including all exhibits, including, but not limited to the forms of the HOME Loan Deed of Trust and Assignment of Rents, HOME Loan Promissory Note and HOME Covenant Agreement. Staff further recommends that the Board of Supervisors authorize the Director of the Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to negotiate and execute subordination agreements, as required conditions to the Senior Lenders financing, subordinating the HOME Loan Deed of Trust and Assignment of Rents to the Deeds of Trust securing each Senior Lender loan as discussed herein, subject to County Counsel approval.

**Impact on Residents and Businesses**

The development of Courtyards at Cottonwood in the City of Moreno Valley will have a positive impact on the citizen and businesses within the County of Riverside. The Project is expected to generate construction, permanent maintenance and property management jobs, as well as provide affordable housing for residents of the County of Riverside.

**SUPPLEMENTAL:**

**Additional Fiscal Information**


No impact upon the County's General Fund; the County's contribution to the Project will be fully funded with HOME funds from the U.S. Department of Housing and Urban Development.

Attachments:

- Form of Loan Agreement for the Use of HOME funds, including all exhibits
  - Form of HOME Deed of Trust and Promissory Note
  - Form of HOME Covenant Agreement
- Notice of Exemption

  
\_\_\_\_\_  
Marcus Maltese

7/7/2020

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel

7/3/2020



**Notice of Exemption**

To:  Office of Planning and Research  
For U.S Mail: Street Address:  
P.O. Box 3044 1400 Tenth St.  
Sacramento, CA 95812-3044 Sacramento, CA 95814

From: Public  
Agency: County of Riverside  
Address: 4080 Lemon Street, Suite 400  
Riverside, CA 92501  
Contact: Mervyn Manalo  
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: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

**SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): \_\_\_\_\_

Project Title: Loan Agreement of the Use of HOME Investment Partnerships Act Funds for Courtyards at Cottonwood

Project Location (include county): County of Riverside- northeast corner of Cottonwood Avenue and Indian Street, in the City of Moreno Valley in the County of Riverside, identified as Assessor's Parcel Numbers 482-161-021, 482-161-022, 482-161-023, 482-161-024

**Project Description:**

Loan Agreement for the Use of HOME Funds, including exhibits (HOME Loan Agreement) between the County and Courtyards at Cottonwood, L.P., a California limited partnership. The loan of \$1,500,000 derived from HOME Program funds will be used to pay a portion of the development and construction costs for the Project. The HOME Loan will be evidenced by a Promissory Note. The Project is located on approximately 6.76 acres of vacant land located in the City of Moreno Valley in the County of Riverside. Three residential buildings will consist of 24 1-bedroom units, 29 2-bedroom units and 28 3-bedroom units. The proposed project will also include a Community Building with management, leasing, services and maintenance offices, a maintenance garage, computer lab, laundry room and a full kitchen. Site amenities are also proposed to include a community pool, a tot lot, basketball court and a senior vita course. A manager's unit will be located on the second floor of the community building.

Project Sponsor: County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions

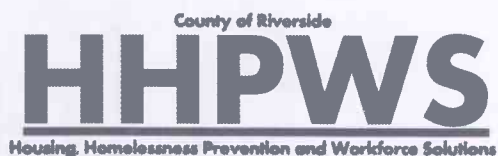
This is to advise that the County of Riverside Board of Supervisors approved the above project on

Lead agency or  Responsible Agency

July 14, 2020 and has made the following determinations regarding the above described project:  
(tentative date)

The Agreement does not constitute a project pursuant to the California Environmental Quality Act and State CEQA Guidelines (CEQA). Pursuant to CEQA Guidelines Section 15004(b), approval of the HOME Loan Agreement provides for financing subject to specific conditions. The agreement requires the developer to obtain all necessary land use approvals and entitlements from the City of Moreno Valley including compliance with CEQA. As the jurisdiction exercising land use control over the property, the City of Moreno Valley will be the lead agency for purposes of CEQA. The agreement does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA review.

Signature: (Public Agency) J Garcia Title: Principal Development Specialist  
Date: 7/17/20 Date received for filing at OPR: \_\_\_\_\_



Date: July 14, 2020

To: Clerk of the Board of Supervisors  
4080 Lemon St, 1st Floor, Suite 127  
Riverside CA 92501

From: Juan Garcia, Principal Development Specialist  
Department of Housing, Homelessness Prevention and Workforce Solutions  
County of Riverside  
5555 Arlington Ave  
Riverside, CA 92501

**Subject: Notice of Exemption (NOE) – Loan Agreement for the Use of HOME Funds for Courtyards at Cottonwood, in the City of Moreno Valley; District 5 [\$1,600,000 - 100% HOME Investment Partnerships Act Funds]**

The Department of Housing, Homelessness Prevention and Workforce Solutions is requesting the Clerk of the Board of Supervisors post the attached Notice of Exemption. Authorization to bill by journal voucher is included for your posting fee.

After posting, please return the document to:

Mail Stop #3760  
Attention: Juan Garcia, Principal Development Specialist  
Department of Housing, Homelessness Prevention and Workforce Solutions  
County of Riverside  
5555 Arlington Ave  
Riverside, CA 92501

If you have any questions, please contact Juan Garcia at 951-343-5473.

Attachment

Cc: file

# Riverside County Clerk-Recorder

## Authorization to Bill by Journal Voucher

To be completed by submitting Agency

**COUNTY OF RIVERSIDE  
DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE  
SOLUTIONS (HHPWS)**

Authorization # \_\_\_\_\_


Date: 6/25/2020

Agency/Division: County of Riverside HHPWS - Attn: Tristan Chen

Accounting String: FUND DEPT ID ACCT  
(Interfund) 537080-21250-190060000 project code: EDH19001190  
(Non-Interfund)

**This authorizes the "County Clerk & Recorder Office" to issue a Journal Voucher for payment of all fees for the accompanying documents.**

Number of Documents Included: 1 Notice of Exemption (HOME Agmt Courtyards at Cottonwood)

Authorized by:   
Juan Garcia, Principal Development Specialist

Presented by:   
Mervyn Manalo, Housing Specialist



### To be completed by County Recorder

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Document no(s)/invoice no(s): \_\_\_\_\_





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

7/15/20  
Date

JPR  
Initial

**Notice of Exemption**

To:

Office of Planning and Research

For U.S. Mail:  
P.O. Box 3044  
Sacramento, CA 95812-3044

Street Address:  
1400 Tenth St.  
Sacramento, CA 95814

From:

Public

Agency:

Address:

Contact:

Phone:

County of Riverside

4080 Lemon Street, Suite 400

Riverside, CA 92501

Mervyn Manalo

(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: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

**SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): \_\_\_\_\_

Project Title: Loan Agreement of the Use of HOME Investment Partnerships Act Funds for Courtyards at Cottonwood

County of Riverside- northeast corner of Cottonwood Avenue and Indian Street, in the City of Moreno Valley in the County of Riverside, identified as Assessor's Parcel Numbers 482-161-021, 482-161-022, 482-161-023, 482-161-024

Project Location (include county): \_\_\_\_\_

**Project Description:**

Loan Agreement for the Use of HOME Funds, including exhibits (HOME Loan Agreement) between the County and Courtyards at Cottonwood, L.P., a California limited partnership. The loan of \$1,000,000 derived from HOME Program funds will be used to pay a portion of the development and construction costs for the Project. The HOME Loan will be evidenced by a Promissory Note. The Project is located on approximately 6.76 acres of vacant land located in the City of Moreno Valley in the County of Riverside. Three residential buildings will consist of 24 1-bedroom units, 29 2-bedroom units and 28 3-bedroom units. The proposed project will also include a Community Building with management, leasing, services and maintenance offices, a maintenance garage, computer lab, laundry room and a full kitchen. Site amenities are also proposed to include a community pool, a tot lot, basketball court and a senior vita course. A manager's unit will be located on the second floor of the community building.

Project Sponsor: County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions

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

Lead agency or  Responsible Agency

July 14, 2020

(tentative date)

and has made the following determinations regarding the above described project:

The Agreement does not constitute a project pursuant to the California Environmental Quality Act and State CEQA Guidelines (CEQA). Pursuant to CEQA Guidelines Section 15004(b), approval of the HOME Loan Agreement provides for financing subject to specific conditions. The agreement requires the developer to obtain all necessary land use approvals and entitlements from the City of Moreno Valley including compliance with CEQA. As the jurisdiction exercising land use control over the property, the City of Moreno Valley will be the lead agency for purposes of CEQA. The agreement does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA review.

Signature: (Public Agency)

J Garcia  
Juan Garcia

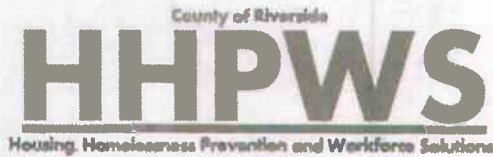
Title: Principal Development Specialist

Date:

6/24/2020

Date received for filing at OPR: \_\_\_\_\_

JUL 14 2020 3.10



**Date:** July 14, 2020

**To:** Clerk of the Board of Supervisors  
4080 Lemon St, 1st Floor, Suite 127  
Riverside CA 92501

**From:** Juan Garcia, Principal Development Specialist  
Department of Housing, Homelessness Prevention and Workforce Solutions  
County of Riverside  
5555 Arlington Ave  
Riverside, CA 92501

**Subject:** **Notice of Exemption (NOE) – Loan Agreement for the Use of HOME Funds for Courtyards at Cottonwood, in the City of Moreno Valley; District 5 [\$1,100,000 - 100% HOME Investment Partnerships Act Funds]**

The Department of Housing, Homelessness Prevention and Workforce Solutions is requesting the Clerk of the Board of Supervisors post the attached Notice of Exemption. Authorization to bill by journal voucher is included for your posting fee.

After posting, please return the document to:

Mail Stop #3760  
Attention: Juan Garcia, Principal Development Specialist  
Department of Housing, Homelessness Prevention and Workforce Solutions  
County of Riverside  
5555 Arlington Ave  
Riverside, CA 92501

If you have any questions, please contact Juan Garcia at 951-343-5473.

Attachment

Cc: file

# Riverside County Clerk-Recorder

## Authorization to Bill by Journal Voucher

To be completed by submitting Agency

### COUNTY OF RIVERSIDE DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS)

Authorization # \_\_\_\_\_  
Date: 6/25/2020  
Agency/Division: County of Riverside HHPWS - Attn: Tristan Chen  
Accounting String: (Interfund) 537080-21250-190060000 project code: EDH19001190  
(Non-Interfund)

This authorizes the "County Clerk & Recorder Office" to issue a Journal Voucher for payment of all fees for the accompanying documents.

Number of Documents Included: 1 Notice of Exemption (HOME Agmt Courtyards at Cottonwood)

Authorized by:   
Juan Garcia, Principal Development Specialist

Presented by:   
Mervyn Manalo, Housing Specialist

### To be completed by County Recorder

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Document no(s)/invoice no(s): \_\_\_\_\_

1 NO FEE FOR RECORDING PURSUANT  
2 TO GOVERNMENT CODE SECTION 6103

3 Order No.  
4 Escrow No.  
5 Loan No.

6 RECORDING REQUESTED BY AND  
7 WHEN RECORDED MAIL TO:

8 County of Riverside  
9 Housing, Homelessness Prevention and  
10 Workforce Solutions  
11 5555 Arlington Avenue  
12 Riverside, CA 92504  
13 Attn: Mervyn Manalo

14 SPACE ABOVE THIS LINE FOR RECORDERS USE

15 LOAN AGREEMENT FOR THE USE OF  
16 HOME PROGRAM FUNDS

17 This LOAN AGREEMENT FOR THE USE OF HOME PROGRAM FUNDS (“Agreement”) is  
18 made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the  
19 COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”) and  
20 COURTYARDS AT COTTONWOOD, L.P., a California limited partnership (“BORROWER”).  
21 The COUNTY and BORROWER may be individually referred to herein as a “Party” and  
22 collectively as the “Parties.”

23 WITNESSETH:

24 WHEREAS, the COUNTY was qualified by the United States Department of  
25 Housing and Urban Development (“HUD”) as an “Urban County” and an approved participating  
26 jurisdiction that has received funds from HUD pursuant to the HOME Investment Partnerships  
27 (“HOME”) Program, which was enacted under Title II of the Cranston-Gonzalez National  
28 Affordable Housing Act (the “Act”), as amended (commencing at 42 U.S.C. 12701 et seq.), and  
the implementing regulations thereto (24 CFR Part 92) (collectively, the “HOME Program”).  
The purpose of the HOME Program is to expand the supply of decent, safe, sanitary, and  
affordable housing with primary attention to rental housing, for very low-income and low-  
income families; to strengthen public-private partnerships to carry out affordable housing

JUL 14 2020 310

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK’S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

1 programs; and to provide for coordinated assistance to participants in the development of  
2 affordable low-income housing;

3 WHEREAS, BORROWER's Administrative General Partner is RBD  
4 Cottonwood, LLC, a California limited liability company, whose Sole Member is Rancho Belago  
5 Developers, Inc., a California corporation and affordable housing developer;

6 WHEREAS, BORROWER has proposed to utilize HOME funds to pay a portion  
7 of the costs to develop and construct a multi-family affordable rental housing project consisting  
8 of eighty (80) affordable rental housing units and one (1) residential manager's unit ("Project"),  
9 on an approximately 6.76 acres of vacant land situated at the northeast corner of Cottonwood  
10 Avenue and Indian Street, in the City of Moreno Valley in the County of Riverside, also formerly  
11 identified as a portion of APN 482-161-021, 482-161-022, 482-161-023, and 482-161-024 as  
12 more specifically described in the legal description and depicted on the site map attached hereto  
13 as **Exhibit A** and incorporated herein by this reference ("Property");

14 WHEREAS, a total of eleven (11) units will be reserved as HOME-Assisted Units  
15 which eight (8) units will be restricted to households whose incomes do not exceed 60% of the  
16 area median income for the County of Riverside, adjusted by family size at the time of  
17 occupancy, and three (3) units will be restricted to households whose incomes do not exceed  
18 50% of the area median income for the County of Riverside, adjusted by family size at the time  
19 of occupancy ("HOME-Assisted Units");

20 WHEREAS, the purpose of this Agreement is, among other things, for COUNTY  
21 to provide financial assistance to BORROWER in the maximum amount of One Million Five  
22 Hundred Thousand Dollars (\$1,500,000) consisting of HOME funds, to pay a portion of  
23 development and construction costs related to the Project, as more fully described herein; and

24 WHEREAS, the HOME-assisted activities described herein comply with the  
25 objectives required under 24 Code of Federal Regulations ("CFR") Part 92 and are consistent  
26 with the County's Consolidated Plan.

27 NOW, THEREFORE, based upon the foregoing Recitals and for good and  
28 valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the

1 COUNTY and BORROWER hereby agree as follows:

2 1. PURPOSE. The aforementioned Recitals are true and correct and  
3 incorporated herein by this reference. COUNTY has agreed to lend no more than a maximum  
4 total amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) in  
5 HOME funds (“HOME Loan”) to BORROWER upon the satisfaction of the terms and  
6 conditions set forth herein, including but not limited to the conditions precedent to distribution  
7 of HOME Loan funds set forth in **Section 11** below. Subject to **Sections 49** and **50** below,  
8 BORROWER shall undertake and complete the HOME activities required herein and as set forth  
9 in **Exhibit A**, and shall utilize the HOME Loan funds, as required herein and pursuant to the  
10 HOME Program regulations. A total of eleven (11) units shall be reserved as HOME-Assisted  
11 Units consisting of 2 one-bedroom units, 4 two-bedroom units and 5 three-bedrooms in which  
12 during the Affordability Period (as defined in **Section 14** below). More particularly, eight (8) of  
13 the HOME-Assisted Units (1 one-bedroom unit, 3 two-bedroom units, and 4 three-bedroom  
14 units) shall be rented to and occupied by households whose incomes do not exceed 60% of the  
15 area median income for the County of Riverside, adjusted by family size at the time of  
16 occupancy, and three (3) of the HOME-Assisted Units (1 one-bedroom unit, 1 two-bedroom unit,  
17 and 1 three-bedroom unit) shall be restricted to households whose incomes do not exceed 50%  
18 of the area median income for the County of Riverside, adjusted by family size at the time of  
19 occupancy, such households shall occupy their respective unit within the Project as their  
20 principal residence (“Qualified Households”).

21 2. BORROWER’S OBLIGATIONS. Upon the commencement of the  
22 Effective Date (defined in **Section 56** below), BORROWER hereby agrees to undertake and  
23 complete the following activities within the time periods set forth herein and in **Exhibit A**:

- 24 a. Satisfy the conditions precedent to distribution of HOME Loan funds set  
25 forth in **Section 11** below.
- 26 b. Develop the Project in accordance with the timeline set forth in **Exhibit A**.
- 27 c. Operate the Project in such a manner so that it will remain affordable to  
28 Qualified Households for the Affordability Period as defined in **Section 14**

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below without regard to (i) the term of the promissory note or (ii) transfer of ownership.

- d. Maintain the Project in compliance with applicable local, state, federal laws, codes and regulations as further described in **Section 17** below until the expiration of the Term of this Agreement set forth in **Section 6** below and the Affordability Period set forth in **Section 14** below.
- e. Provide the COUNTY the Data Universal Number as assigned by the Data Universal Number System (DUNS) assigned to BORROWER as required by the Federal Funding Accountability and Transparency Act of 2006.
- f. Cooperate with the Riverside County Work Force Development Center (WDC) and post all jobs created, if any, as a result of this Project with the WDC. Evidence of posted jobs, if any, shall be submitted to the COUNTY prior to start of construction.

3. RESERVED.

4. HOME LOAN. Subject to BORROWER’s satisfaction of the conditions precedent to disbursement of the HOME Loan set forth in **Section 11** below, COUNTY shall provide financing to Borrower in the form of a loan in the amount of \$1,500,000 (“HOME Loan”), pursuant to the following terms and conditions:

- a. Term of HOME Loan. The maturity date of the HOME Loan shall be the later to occur of (i) July 1, 2077 or (ii) fifty-five (55) years from the recordation of the Notice of Completion in the Official Records for the last building for which construction is completed for the Project (the “HOME Loan Term”). The term, “Official Records” used herein shall mean the Official Records of the Recorder’s Office of the County of Riverside.
- b. Principal. The total amount of the HOME Loan shall not exceed \$1,500,000, and shall be evidenced by a Promissory Note, substantially conforming in form and substance to the Promissory Note attached

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hereto as **Exhibit C** and incorporated herein by this reference (“HOME Note”), which note shall be secured by a Deed of Trust and Assignment of Rents, substantially conforming in form and substance to the Deed of Trust and Assignment of Rents attached hereto as **Exhibit B** and incorporated herein by this reference (“HOME Deed of Trust”).

- c. Interest. The interest rate shall be one percent (1%) simple interest per annum.
- d. Repayment. The terms of the HOME Note shall be as follows:
  - 1. That the HOME Loan will accrue simple interest at a rate of one percent (1%) per annum, except in the case of an event of default as hereinafter provided wherein a higher default interest rate shall apply as more specifically set forth in the HOME Note, and shall be repaid on an annual basis from the Project’s Residual Receipts (defined in **Section 4 (d)(3)** below). Interest will begin to accrue 30 days from the recordation of the Notice of Completion in the Official Records.
  - 2. The HOME Note shall be repaid by BORROWER to COUNTY as follows:
    - i) Fifty percent (50%) of the Project’s Residual Receipts shall be used towards the payment of the Residual Receipts Loans . The payment of 50% of the Residual Receipts shall be allocated to the Residual Receipts Loans on a pro rata basis (i.e. allocated in proportion to its share of the total amount of Residual Receipts Loans), until the HOME Note is repaid in full; and
    - ii) The remaining fifty percent (50%) of the Project’s Residual Receipts will be paid to BORROWER.
  - 3. The Project’s Residual Receipts shall be determined based on



1 an annual review of certified financial statements for the  
2 Project. Annual audited financial statements shall be submitted  
3 by BORROWER to COUNTY within one hundred twenty  
4 (120) days following the close of the project fiscal year  
5 commencing on April 1<sup>st</sup> of the first full calendar year  
6 following the recordation of the Notice of Completion. All  
7 outstanding principal along with accrued interest shall be due  
8 upon the maturity date of the HOME Note and the expiration  
9 of the HOME Loan Term as set forth in **Section 4(a)**. The first  
10 payment from BORROWER to COUNTY shall be due on July  
11 1<sup>st</sup> in the first full calendar year following the date of the  
12 recordation of the Notice of Completion, to the extent of  
13 available Residual Receipts, as set forth herein. Subsequent  
14 payments shall be made on July 1<sup>st</sup> thereafter to the extent of  
15 available Residual Receipts until the earlier of full repayment  
16 of the HOME Loan or the HOME Loan maturity date as set  
17 forth above. The term "Project Residual Receipts" used herein  
18 shall mean the gross rental income from all residential and non-  
19 residential components of the Project, proceeds from loss of  
20 rent insurance, and any other income to the Developer derived  
21 from the ownership, operation and management of the  
22 Property, not including interest on required reserve accounts,  
23 less the following operating expenses:

- 24 a) auditing and accounting fees;
- 25 b) a reasonable property management fee not to exceed \$55
- 26 per unit per month, increased annually by an amount equal
- 27 to the increase in the Consumer Price Index for Los
- 28 Angeles-Riverside-Orange County, CA area ("CPI"),

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provided, however, that in the event of a decrease in the CPI, the property management fee shall remain the same as the immediate preceding year;

- c) Operating Expenses (any expense reasonably and normally incurred in carrying out the Project’s day-to-day activities, which shall include administration, on-site management, utilities, on-site staff payroll, payroll taxes, and maintenance);
- d) replacement reserves, established in a separate account from operating reserves, limited to \$600 per unit per year for all units in the Project, as defined in **Exhibit A**;
- e) Operating Reserves replenishment in an amount up to \$25,000;
- f) deferred developer’s fee in the approximate amount of \$ \$1,500,000 \_\_\_\_\_;
- g) a general partner asset management annual fees which shall be in the total initial amount of no more than \$25,000, increased by no more than 3% annually;
- h) an annual limited partner asset management fee not to exceed \$8,500, which fee shall be increased annually by 3% during each year of the tax credit compliance period for the Project, and thereafter any further increases shall not be permitted without the written approval of the COUNTY’s Director of Department of Housing, Homelessness Prevention and Workforce Solutions (“Director HHPWS”) in his/her discretion;
- i) payments of principal and interest on amortized loans and indebtedness senior to the HOME Loan, which have been

1 approved by COUNTY (collectively, the “Senior Debt”);  
2 and

3 j) COUNTY's Annual Monitoring Fee in the total annual  
4 amount of \$4,000 for the County HOME Loan as more  
5 specifically discussed in **Section 28**;

6 k) Moreno Valley Housing Authority Annual Monitoring  
7 Charge in the total annual amount of \$4,000, increased by  
8 no more than 3% annually.

9 The calculation of operating expenses shall be subject to the reasonable approval  
10 of Director HHPWS or designee.

11 Operating expenses shall not include repayment of advances to the Borrower from  
12 its limited partner(s), general partner(s), their affiliate(s) and/or third parties (including without  
13 limitation, any advances or reimbursements for any portion of the Deferred Developer’s Fee to  
14 pay any construction cost overruns) (collectively a “Partnership Loan”); provided, however, such  
15 Partnership Loan may be authorized by the Director HHPWS or designee, in his/her sole  
16 discretion, upon written request received by the County. In considering such Borrower request  
17 for approval of a Partnership Loan, Director HHPWS or designee, will consider the following: (i)  
18 whether such request was made pursuant to the terms of the Partnership Agreement , (ii) if a  
19 Project deficit exists and written evidence of such deficit is provided to the Director HHPWS or  
20 designee, (iii) Borrower has demonstrated to County, in writing, that the requested loan is the  
21 only available means of relieving such deficit, (iv) the Director HHPWS or designee, approves  
22 the loan terms, including, but not limited to the loan amount, interest rate, and maturity date. The  
23 Director HHPWS or designee, shall retain the right, in its discretion, to defer such approval to the  
24 County’s Board of Supervisors. Failure by the Director HHPWS or designee to respond to such  
25 request within 30 days of the County’s receipt of such written notice shall be deemed disapproval  
26 of such request.

27 4. Security. During the construction phase the HOME Deed of Trust  
28 and this Agreement shall be in a third priority lien position. Upon

1 Conversion (defined below), the HOME Deed of Trust shall remain  
2 in a third priority lien position. Lien priority during construction  
3 shall be as follows: (1) first priority deed of trust for the benefit of  
4 \_\_\_ Citibank, N.A. \_\_\_\_\_ (“\_Citi”) securing a  
5 construction loan for the Project in an amount up to  
6 \$ \_25,000,000 \_\_\_\_\_ (“\_Citi Construction\_\_\_\_\_ Senior  
7 Loan”); (2) second priority deed of trust for the benefit of Moreno  
8 Valley Housing Authority (“City”), securing a loan in the amount  
9 of \$6,050,682.47 (“City Loan”), (3) third priority deed of trust for  
10 benefit of the County of Riverside (“County”) securing a loan in  
11 the amount of \$1,500,000 (the "County Loan"). Lien priority upon  
12 Conversion shall be as follows: (1) first priority deed of trust for  
13 the benefit of Citibank, NA (“Citi”) securing the project in an  
14 amount up to \$9,640,000 (“Citi Permanent Senior Loan”), (2)  
15 second priority deed of trust for the benefit of the City, securing the  
16 City Loan, (3) third priority deed of trust for benefit of the County,  
17 securing the County Loan.. Borrower shall cause the Senior Loans  
18 or any other COUNTY approved senior lender to execute and  
19 record in the Official Records, a Subordination Agreement,  
20 substantially in a form and of substance approved by the COUNTY,  
21 which, among other things, grants the COUNTY notice and  
22 opportunity to cure events of default under the Senior Loan  
23 documents. The term “Conversion” used herein shall mean that  
24 certain date upon which (i) the Deed of Trust securing the \_Citi  
25 Construction\_\_\_\_\_ Senior Loan is fully reconveyed, and (ii) the  
26 deed of trust securing the Citi Permanent\_\_\_\_\_ Loan have been  
27 recorded in the Official Records and all other \_\_\_\_\_ Loans funds  
28 have been disbursed to and received by Borrower.

1           a.     Prepayment. Prepayment of principal and/or interest under the HOME  
2 Note may occur at any time without penalty; provided, however (i) the requirements of **Section**  
3 **17, Compliance with Laws and Regulations**, shall remain in full force and effect for the term of  
4 the Agreement specified in **Section 6** below; and (ii) the affordability requirements set forth in  
5 the Covenant Agreement, attached hereto as **Exhibit G**, shall remain in effect until the expiration  
6 of the Affordability Period.

7           5.     PRIOR COUNTY APPROVAL.

8           a.     Except as otherwise expressly provided in this Agreement,  
9 approvals required of the COUNTY shall be deemed granted by the written approval of the  
10 Director HHPWS or designee. Notwithstanding the foregoing, the Director may, in his or her  
11 sole discretion, refer to the governing body of the COUNTY any item requiring COUNTY  
12 approval; otherwise, "COUNTY approval" means and refers to approval by the Director  
13 HHPWS or designee.

14           b.     Director HHPWS or designee shall have the right to make non-  
15 substantive changes to the attachments to this Agreement in order to ensure that all such  
16 attachments are consistent with the terms and provisions of this Agreement.

17           6.     TERM OF AGREEMENT. This Agreement shall become effective upon  
18 the Effective Date, as defined in **Section 56** below, and unless terminated earlier pursuant to the  
19 terms hereof, shall continue in full force and effect until the later to occur of (i) July 1, 2077 or  
20 (ii) fifty-five (55) years from the recordation of the Notice of Completion in the Official Records  
21 for the last building for which rehabilitation is completed for the Project ("Term of Agreement").

22           7.     BORROWER'S REPRESENTATIONS. BORROWER represents and  
23 warrants to COUNTY as follows:

24           a.     Authority. BORROWER is a duly organized limited partnership  
25 in good standing under the laws of the State of California. The  
26 copies of the documents evidencing the organization of  
27 BORROWER, which have been delivered to COUNTY, are true  
28 and complete copies of the originals, amended to the date of this

1 Agreement. BORROWER has full right, power and lawful  
2 authority to enter into this Agreement and accept the loan of HOME  
3 Loan funds and undertake all obligations as provided herein. The  
4 execution, performance and delivery of this Agreement by  
5 BORROWER have been fully authorized by all requisite actions  
6 on the part of BORROWER.

7 b. No Conflict. To the best of BORROWER's knowledge,  
8 BORROWER's execution, delivery and performance of its  
9 obligations under this Agreement will not constitute a default or a  
10 breach under contract, agreement or order to which BORROWER  
11 is a party or by which it is bound.

12 c. No Bankruptcy. BORROWER is not the subject of a bankruptcy  
13 proceeding.

14 d. Prior to Closing. BORROWER shall upon learning of any fact or  
15 condition which would cause any of the warranties and  
16 representations in this **Section 7** not to be true as of Closing,  
17 immediately give written notice of such fact or condition to  
18 COUNTY. Such exception(s) to a representation shall not be  
19 deemed a breach by BORROWER hereunder, but shall constitute  
20 an exception which COUNTY shall have the right to approve or  
21 disapprove if such exception would have an effect on the value  
22 and/or operation of the Project Site.

23 8. COMPLETION SCHEDULE. BORROWER shall proceed consistent  
24 with the implementation schedule ("Implementation Schedule") set forth in **Exhibit A**, (as such  
25 schedule may be amended pursuant to **Section 10**) and subject to Force Majeure Delays, as  
26 defined in **Section 9**.

27 9. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond  
28 the reasonable control of BORROWER, and which could not have been reasonably anticipated,

1 which prevent(s) BORROWER from complying with any of its obligations under this  
2 Agreement, including, but not limited to: acts of God, acts of war, acts or threats of terrorism,  
3 civil disorders, strikes, labor disputes, pandemics such as COVID-19, flood, fire, explosion,  
4 earthquake or other similar acts.

5 “Force Majeure Delay” is delay due to Force Majeure that, in each case, (i)  
6 materially adversely affects the performance by BORROWER of its obligations hereunder, (ii)  
7 is not reasonably foreseeable and is beyond BORROWER's reasonable control, (iii) despite the  
8 exercise of reasonable diligence, cannot be prevented, avoided or removed by BORROWER and  
9 is not attributable to the negligence, willful misconduct or bad faith of BORROWER, and (iv) is  
10 not the result of the failure of BORROWER to perform any of its obligations under this  
11 Agreement. Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to have  
12 occurred unless BORROWER has notified COUNTY in writing of such occurrence of Force  
13 Majeure within fifteen (15) days after such occurrence and has provided COUNTY with the  
14 details of such event and the length of the anticipated delay within an additional fifteen (15) days  
15 thereafter. BORROWER shall diligently attempt to remove, resolve, or otherwise eliminate such  
16 event, keep COUNTY advised with respect thereto, and shall commence performance of its  
17 obligations hereunder immediately upon such removal, resolution or elimination. During the  
18 occurrence and continuance of a Force Majeure Delay, BORROWER shall be excused from  
19 performance of its obligations under this Agreement to the extent the Force Majeure prevents  
20 BORROWER from performing such obligations.

21 10. EXTENSION OF TIME. COUNTY may grant an extension to the  
22 Implementation Schedule set forth in **Exhibit A** for the purpose of completing BORROWER's  
23 activities which cannot be completed as outlined in **Exhibit A**. BORROWER shall request said  
24 extension in writing, stating the reasons therefore, which extension must be first approved in  
25 writing by the COUNTY in its reasonable discretion. The Director HHPWS or designee, on  
26 behalf of the COUNTY and without referring such matter to the County's Board of Supervisor's  
27 may extend all pending deadlines in the Implementation Schedule on two (2) or fewer occasions,  
28 so long as the aggregate duration of such administrative time extensions is no greater than ninety

1 (90) days. Every term, condition, covenant, and requirement of this Agreement shall continue  
2 in full force and effect during the period of any such extension.

3 11. CONDITIONS PRECEDENT TO DISTRIBUTION OF HOME LOAN  
4 FUNDS. COUNTY, through its Department of Housing, Homelessness Prevention and  
5 Workforce Solutions (“HHPWS”), shall: (1) make payments of the HOME Loan funds to  
6 BORROWER as designated in **Exhibit A** subject to Borrower’s satisfaction of the conditions  
7 precedent set forth below, and (2) monitor the Project to ensure compliance with applicable  
8 federal regulations and the terms of this Agreement. COUNTY shall not disburse any HOME  
9 Loan funds pursuant to this Agreement until the following conditions precedent have been  
10 satisfied:

- 11 a. BORROWER executes this Agreement and delivers to COUNTY  
12 for recordation in the Official Records;
- 13 b. Borrower submits written evidence to COUNTY that Borrower has  
14 obtained sufficient financing commitments necessary to undertake  
15 the acquisition and rehabilitation of the project as required herein;
- 16 c. BORROWER provides COUNTY with the Data Universal  
17 Number as assigned by the Date Universal Number System  
18 assigned to Borrower as required by the Federal Accountability and  
19 Transparency Act of 2006;
- 20 d. BORROWER provides COUNTY with evidence of insurance as  
21 required herein;
- 22 e. BORROWER executes the HOME Deed of Trust, substantially  
23 conforming in form and substance to the Deed of Trust and  
24 Assignment of Rents attached hereto as **Exhibit B**, in recordable  
25 form, and delivers such document to the County of Riverside for  
26 recordation in the Official Records;
- 27 f. BORROWER executes the HOME Note, substantially conforming  
28 in form and substance to the Promissory Note attached hereto as



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**Exhibit C** and delivers to COUNTY;

- g. BORROWER executes the Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto as **Exhibit G** and incorporated herein by this reference, in recordable form, and delivers to the County of Riverside for recordation in the Official Records;
- h. COUNTY executes and records the Requests for Notice of Default conforming in form and substance to **Exhibit I** attached hereto;
- i. BORROWER provides, at its expense, an ALTA lender's policy in favor of COUNTY, insuring the HOME Deed of Trust as a fourth priority lien against the Property junior only to the Senior Loans identified in **Section 4(d)(4)**;
- j. BORROWER provides satisfactory evidence that it has all the financing documents required to cause the proceeds of the Senior Loans, when combined with the HOME Loan, to pay for all development and construction costs for the Project;
- k. BORROWER is not in default under the terms of this Agreement or any other agreement related to the financing of the Project;
- l. BORROWER submits evidence that all jobs created, if any, as a result of this project shall be posted with the Riverside County Workforce Development Center (WDC);
- m. BORROWER provides satisfactory evidence that it has secured any and all land use entitlements, permits, approvals which may be required for construction of the Project pursuant to the applicable rules and regulations of COUNTY, or any other governmental agency affected by such construction work. BORROWER shall, without limitation, secure all entitlement, change of zone, lot line adjustment, any and all necessary studies required including but not

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limited to archaeological, cultural, environmental, traffic studies and lead-based paint surveys, as applicable, and required, and pay all costs, charges and fees associated therewith, all conditions precedent to the issuance of all permits necessary for the construction of the Project and all such permits are available for issuance, other than payment of fees;

- n. BORROWER provides duly executed documents and instruments evidencing that BORROWER owns fee title to the Property;
- o. BORROWER provides satisfactory evidence that it has satisfied all conditions precedent to the issuance of all permits necessary for the construction of the development and all such permits are available for issuance, other than payment of fees;
- p. BORROWER consults and complies with concerned Native American tribes pursuant to Section 106 requirements;
- q. If Davis Bacon and/or prevailing wages are required to be paid, BORROWER hires a qualified professional firm to review and monitor Davis Bacon and/or prevailing wage compliance for all submissions of contractors certified payrolls to COUNTY. In the event that the Project requires prevailing wages, BORROWER shall comply with any applicable labor regulations and all other State laws in connection with the construction of the improvements which compromise the Project, including if applicable, requirements relating to prevailing wages. BORROWER agrees and acknowledges that it is the responsibility of BORROWER to obtain legal determination, at BORROWER's sole cost and expense, as to whether prevailing wages must be paid during the construction of the Project. If the Project is subject to prevailing wage, then BORROWER shall be solely responsible to pay its

1 contractors and subcontractors the required prevailing wage rates.  
2 BORROWER agrees to indemnify, defend, and hold COUNTY  
3 harmless from and against any and all liability arising out of and  
4 related to BORROWER's failure to comply with any and all  
5 applicable Davis Bacon and/or prevailing wage requirements;

6 r. Pursuant to 24 CFR, Part 5, BORROWER agrees to verify that  
7 BORROWER, and its principals, or any/all persons, contractors,  
8 consultants, businesses, etc. ("Developer Associates"), that  
9 BORROWER is conducting business with, are not presently  
10 debarred, proposed for debarment, suspended, declared ineligible,  
11 or voluntarily excluded from participation or from receiving federal  
12 contracts or federally approved subcontracts or from certain types  
13 of federal financial and nonfinancial assistance and benefits with  
14 the Excluded Parties Listing System ("EPLS"). EPLS records are  
15 located at [www.sam.gov](http://www.sam.gov); and

16 s. BORROWER shall search and provide a single comprehensive list  
17 of Developer Associates (individuals and firms) and print and  
18 maintain evidence of the search results of each Developer  
19 Associate as verification of compliance with this requirement as  
20 provided in **Exhibit I**, Contractor Debarment Certification Form,  
21 which is attached hereto and by this reference incorporated herein.

22 COUNTY shall retain ten percent (10%) of the total HOME Loan amount and  
23 release final draw down of HOME funds until COUNTY receives all of the following:

- 24 1) Conditional lien release from general contractor;
- 25 2) recorded Notice of Completion;
- 26 3) Permanent Certificate of Occupancy;
- 27 4) architect certification identifying units that are accessible to individuals  
28 with mobility impairments and units that are accessible to individuals

- 1 with sensory impairments in compliance with Section 504 of the
- 2 Rehabilitation Act of 1973, as described in **Section 17(i)**;
- 3 5) final Contract and Subcontract Activity report, Minority Business
- 4 Enterprise/Women Business Enterprise (“MBE/WBE”) report, HUD
- 5 form 2516;
- 6 6) submission of documentation that shows compliance with the Uniform
- 7 Relocation Assistance and Real Property Acquisition Policies Act of
- 8 1970 and 24 CFR Part 42;
- 9 7) submission of a Project completion report including Tenant Checklist as
- 10 shown in **Exhibit F** which is attached hereto and by this reference
- 11 incorporated herein;
- 12 8) Affirmative Fair Housing Marketing Plan – Multifamily Housing, HUD
- 13 form 935.2A, as described in **Section 17(c)**;
- 14 9) Tenant Selection Policy;
- 15 10) Management Plan;
- 16 11) Certified statement of final development costs; and
- 17 12) Certified statement of final sources and uses of funds for the project.

18 12. REALLOCATION OF FUNDS. If Borrower fails to meet (1) the  
19 Construction Start Deadline as set forth in **Section 49(a)**, (2) the Completion Deadline as set  
20 forth in **Section 49(b)**, (3) the Lease Deadline as set forth in **Section 19(b)**, or (4) the Project  
21 Financing Contingency in **Section 50**, all of which are herein (collectively, the “Performance  
22 Deadlines”), subject to the notice and cure periods set forth in **Section 31** herein, then the HOME  
23 Loan funds allocated, reserved, or placed in a HOME Investment Trust Fund account pursuant  
24 to this Agreement may be reallocated by COUNTY after at least thirty (30) days’ prior written  
25 notice is given to BORROWER. Upon such reallocation and repayment of funds, this  
26 Agreement shall be terminated and be of no further force and effect and Borrower shall be  
27 released and discharged from any obligations under this Agreement, except as to those  
28 obligations which by their terms survive termination of this Agreement.

1           13. DISTRIBUTION OF FUNDS. The HOME Investment Trust Fund account  
2 established in the United States Treasury is managed through HUD, Integrated Disbursement  
3 and Information System (IDIS) for the HOME Investment Partnerships Program. The IDIS  
4 System is a computerized system which manages, disburses, collects, and reports information on  
5 the use of HOME funds in the United States Treasury Account. Disbursement of HOME funds  
6 shall occur upon the satisfactory receipt of copies of invoices and conditional (upon receipt of  
7 payment) lien releases for construction costs to be paid with the proceeds of the HOME Loan.  
8 Any disbursement of funds is expressly conditioned upon the satisfaction of conditions set forth  
9 in **Section 11**. COUNTY shall pay to BORROWER the sum specified in **Section 1** above on a  
10 "cost-as-incurred" basis for all eligible approved costs under itemized schedule shown in **Exhibit**  
11 **A** as follows:

- 12           i. Up to fifty percent (50%) of the HOME Loan at the commencement of  
13 construction.
- 14           ii. Up to ninety percent (90%) of the HOME Loan upon fifty-one percent  
15 (51%) completion of Project, as certified and documented by the project  
16 architect.
- 17           iii. COUNTY shall release final draw down of ten percent (10%) of the  
18 HOME Loan following receipt of all the items listed in **Section 11**.

19           14. TERMS OF AFFORDABILITY. The COUNTY HOME-Assisted Units  
20 shall remain occupied and rented to Qualified Households for an affordable rent pursuant to  
21 **Sections 18 and 19** below, **Exhibit A** and the Covenant Agreement attached hereto as **Exhibit**  
22 **G** until the later of (i) fifty-five (55) years from the recordation of the Notice of Completion in  
23 the Official Records for the last building for which construction is completed for the Project, or  
24 (ii) July 1, 2077 ("Affordability Period").

25           15. INSURANCE. Without limiting or diminishing BORROWER'S  
26 obligation to indemnify or hold COUNTY harmless, BORROWER shall procure and maintain  
27 or cause to be maintained, at its sole cost and expense, the following insurance coverage's during  
28 the Term of this Agreement.

1 a. Builder's All Risk (Course of Construction) Insurance.  
2 BORROWER shall provide a policy of Builder's All Risk (Course  
3 of Construction) insurance coverage including (if the work is  
4 located in an earthquake or flood zone or if required on financed or  
5 bond financing arrangements) coverage for earthquake and flood,  
6 covering the COUNTY, BORROWER and every subcontractor, of  
7 every tier, for the entire Project, including property to be used in  
8 the construction of the work while such property is at off-site  
9 storage locations or while in transit or temporary off-site storage.  
10 Such policy shall include, but not be limited to, coverage for fire,  
11 collapse, faulty workmanship, debris removal, expediting expense,  
12 fire department service charges, valuable papers and records, trees,  
13 grass, shrubbery and plants. If scaffolding, false work and  
14 temporary buildings are insured separately by the BORROWER or  
15 others, evidence of such separate coverage shall be provided to  
16 County prior to the start of the work. Such policy shall be written  
17 on a completed value form. Such policy shall also provide  
18 coverage for temporary structures (on-site offices, etc.), fixtures,  
19 machinery and equipment being installed as part of the work.  
20 BORROWER shall be responsible for any and all deductibles  
21 under such policy. Upon request by COUNTY, BORROWER  
22 shall declare all terms, conditions, coverages and limits of such  
23 policy. If the County so provides, in its sole discretion, the All Risk  
24 (Course of Construction) insurance for the Project, then  
25 BORROWER shall assume the cost of any and all applicable policy  
26 deductibles (currently, \$50,000 per occurrence) and shall insure its  
27 own machinery, equipment, tools, etc. from any loss of any nature  
28 whatsoever.

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b. Worker's Compensation Insurance.

If BORROWER has employees as defined by the State of California, BORROWER 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 \$1,500,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. 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 BORROWER'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Boards, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, 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.

d. Vehicle Liability Insurance.

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BORROWER shall maintain liability insurance for all owned, non-owned or hired

1 vehicles so used in an amount not less than \$1,000,000 per  
2 occurrence combined single limit. If such insurance contains a  
3 general aggregate limit, it shall apply separately to this agreement  
4 or be no less than two (2) times the occurrence limit. Policy shall  
5 name the County of Riverside, its Agencies, Boards, Districts,  
6 Special Districts, and Departments, their respective directors,  
7 officers, Board of Supervisors, employees, elected or appointed  
8 officials, agents or representatives as Additional Insured or provide  
9 similar evidence of coverage approved by COUNTY's Risk  
10 Manager.

11 e. General Insurance Provisions – All Lines.

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

19 2) BORROWER's insurance carrier(s) must declare its  
20 insurance self-insured retentions. If such self-insured retentions  
21 exceed \$500,000 per occurrence such retentions shall have the prior  
22 written consent of COUNTY Risk Manager before the  
23 commencement of operations under this Agreement. Upon  
24 notification of self-insured retention unacceptable to COUNTY,  
25 and at the election of COUNTY's Risk Manager, BORROWER's  
26 carriers shall either: (a) reduce or eliminate such self-insured  
27 retention as respects this Agreement with COUNTY, or (b) procure  
28 a bond which guarantees payment of losses and related



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investigations, claims administration, and defense costs and expenses.

3) BORROWER shall cause BORROWER's insurance carrier(s) to furnish the County of Riverside 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 COUNTY 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 County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another Certificate of Insurance and copies of endorsements, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. BORROWER shall not commence operations until COUNTY 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 in this Section. An individual authorized by the insurance carrier 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 BORROWER's insurance shall be construed as primary insurance,

1 and COUNTY's insurance and/or deductibles and/or self-insured  
2 retention's or self-insured programs shall not be construed as  
3 contributory.

4 5) If, during the term of this Agreement or any extension  
5 thereof, there is a material change in the scope of services; or, there  
6 is a material change in the equipment to be used in the performance  
7 of the scope of work which will add additional exposures (such as  
8 the use of aircraft, watercraft, cranes, etc.); or, the term of this  
9 Agreement, including any extensions thereof, exceeds five (5)  
10 years COUNTY reserves the right to adjust the types of insurance  
11 required under this Agreement and the monetary limits of liability  
12 for the insurance coverage's currently required herein, if; in  
13 COUNTY Risk Manager's reasonable judgment, the amount or  
14 type of insurance carried by BORROWER has become inadequate.

15 6) BORROWER shall pass down the insurance obligations  
16 contained herein to all tiers of subcontractors working under this  
17 Agreement.

18 7) The insurance requirements contained in this Agreement  
19 may be met with a program(s) of self-insurance acceptable to  
20 COUNTY.

21 8) BORROWER agrees to notify COUNTY of any claim  
22 by a third party or any incident or event that may give rise to a claim  
23 arising from the performance of this Agreement.

24 16. FINANCIAL AND PROJECT RECORDS. BORROWER shall maintain  
25 financial, programmatic, statistical, and other supporting records of its operations and financial  
26 activities in accordance with the requirements of the HOME Program, and the regulations as  
27 amended and promulgated thereunder, which records shall be open to inspection and audit by  
28 authorized representatives of COUNTY, HUD, and the Comptroller General of the United States

1 during regular working hours. COUNTY, HUD, and the Comptroller General, or any of their  
2 representatives, have the right of access with at least forty-eight (48) hours prior notice, to any  
3 pertinent books, documents, papers, or other records of BORROWER, in order to make audits,  
4 examinations, excerpts, and transcripts. Said records shall be retained for such time as may be  
5 required by the regulations of the HOME Program, but in no event no less than five (5) years  
6 after the Project completion date as evidenced by recordation of the Notice of Completion;  
7 except that records of individual tenant income verifications, project rents, and project  
8 inspections must be retained for the most recent five (5) year period, until five (5) years after the  
9 Affordability Period terminates. If any litigation, claim, negotiation, audit, or other action has  
10 been started before the expiration of the regular period specified, the records must be retained  
11 until completion of the action and resolution of all issues which arise from it, or until the end of  
12 the regular period, whichever is later.

13 17. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this  
14 Agreement, BORROWER hereby certifies that it will adhere to and comply with all federal, state  
15 and local laws, regulations and ordinances. In particular, BORROWER shall comply with the  
16 following as they may be applicable to BORROWER in connection with the loan of funds  
17 granted pursuant to the HOME Program:

- 18 a. HOME Program and its implementing regulations set forth in  
19 pursuant to Title III of Division B of the Housing and Economic  
20 Recovery Act of 2008, as amended, Public Law 110-289 (“Act”) and Federal Register Notice, Vol. 73, No. 194, Docket No. FR-  
21 5255-N-01, dated October 6, 2008, as amended. Since HOME is  
22 a component of the Community Development Block Grant  
23 (CDBG) Program, the CDBG regulatory structure is the platform  
24 used to implement HOME. The regulations created by the Office  
25 of the Assistant Secretary of Community Planning and  
26 Development that pertain to Community Development programs  
27 are contained within 24 CFR part 570 - Community Development  
28

1 Block Grants. HOME is governed by CDBG regulations except  
2 where specifically waived.

3 b. Section 92.350 Other Federal requirements and nondiscrimination.

4 As set forth in 24 CFR part 5, sub part A, BORROWER is required  
5 to include the following requirements: nondiscrimination and equal  
6 opportunity under Section 282 of the Act; disclosure; debarred,  
7 suspended, or ineligible contractors; and drug-free workplace.

8 c. Section 92.351 Affirmative marketing and minority outreach  
9 program. BORROWER must adopt affirmative marketing  
10 procedures and requirements. These must include:

11 (1) Methods for informing the public, owners, and potential  
12 tenants about Federal fair housing laws and the affirmative  
13 marketing policy (e.g., the use of the Equal Housing  
14 Opportunity logotype or slogan in press releases and  
15 solicitations for owners, and written communication to fair  
16 housing and other groups).

17 (2) Requirements and practices that BORROWER must adhere  
18 to in order to carry out the affirmative marketing procedures  
19 and requirements (e.g., use of commercial media, use of  
20 community contacts, use of the Equal Housing Opportunity  
21 logotype or slogan, and display of fair housing poster).

22 (3) Procedures to be used by BORROWER to inform and  
23 solicit applications from persons in the housing market area  
24 who are not likely to apply without special outreach (e.g.,  
25 use of community organizations, employment centers, fair  
26 housing groups, or housing counseling agencies).

27 (4) Records that will be kept describing actions taken by  
28 BORROWER to affirmatively market units and records to

1 assess the results of these actions.

2 (5) A description of how BORROWER will annually assess the  
3 success of affirmative marketing actions and what  
4 corrective actions will be taken where affirmative  
5 marketing requirements are not met.

6 (6) BORROWER must prescribe procedures to establish and  
7 oversee a minority outreach program to ensure the  
8 inclusion, to the maximum extent possible, of minorities  
9 and women, and entities owned by minorities and women,  
10 including, without limitation, real estate firms, construction  
11 firms, appraisal firms, management firms, financial  
12 institutions, investment banking firms, underwriters,  
13 accountants, and providers of legal services, in all contracts  
14 entered into by BORROWER with such persons or entities,  
15 public and private, in order to facilitate the activities of  
16 COUNTY to provide affordable housing authorized under  
17 this Act or any other Federal housing law. Section 24 CFR  
18 85.36(e) provided affirmative steps to assure that minority  
19 business enterprises and women business enterprises are  
20 used when possible in the procurement of property and  
21 services. The steps include:

22 (i) Placing qualified small and minority businesses and  
23 women's business enterprises on solicitation lists.

24 (ii) Assuring that small and minority businesses, and  
25 women's business enterprises are solicited  
26 whenever they are potential sources.

27 (iii) Dividing total requirements, when economically  
28 feasible, into smaller tasks or quantities to permit

1 maximum participation by small and minority  
2 business, and women's business enterprises.

3 (iv) Establishing delivery schedules, where the  
4 requirement permits, which encourage participation  
5 by small and minority business, and women's  
6 business enterprises.

7 (v) Using the services and assistance of the Small  
8 Business Administration, and the Minority Business  
9 Development Agency of the Department of  
10 Commerce.

11 (vi) Requiring the prime contractor, if subcontracts are  
12 to be let, to take the affirmative steps listed in (i)  
13 through (v) above of this section.

14 d. Section 92.352 Environmental review. The environmental effects  
15 of each activity carried out with HOME funds must be assessed in  
16 accordance with the provisions of the National Environmental  
17 Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related  
18 authorities listed in HUD's implementing regulations at 24 CFR  
19 Parts 50 and 58.

20 e. Section 92.353 Displacement, relocation, and acquisition. The  
21 relocation requirements of Title II and the acquisition requirements  
22 of Title III of the Uniform Relocation Assistance and Real Property  
23 Acquisition Policies Act of 1970, and the implementing regulations  
24 at 24 CFR Part 42. BORROWER must ensure that it has taken all  
25 reasonable steps to minimize the displacement of persons as a result  
26 of this project assisted with HOME Funds.

27 f. Section 92.354 Lead-based paint. Housing assisted with HOME  
28 funds is subject to the lead-based paint requirements of 24 CFR

1 Part 35 issued pursuant to the Lead-Based Paint Poisoning  
2 Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint  
3 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i),  
4 also apply, irrespective of the applicable property standard under  
5 §92.251.

6 g. Section 92.354 Labor. Every contract for the construction of  
7 housing that includes twelve (12) or more units assisted with  
8 HOME funds must contain a provision requiring the payment of  
9 not less than the wages prevailing in the locality, as predetermined  
10 by the Secretary of Labor pursuant to the Davis-Bacon Act (40  
11 U.S.C. 276a-276a-5), to all laborers and mechanics employed in  
12 the development of any part of the housing. Such contracts must  
13 also be subject to the overtime provisions, as applicable, of the  
14 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-  
15 332). BORROWER must apply most current wage rate  
16 determination at the date of execution of this Agreement.

17 h. Section 92.356 Conflict of Interest. In the procurement of property  
18 and services by BORROWER, the conflict of interest provisions in  
19 24 CFR 85.36 and 24 CFR 85.42, respectively shall apply. Section  
20 92.356 shall cover all cases not governed by 24 CFR 85.36 and 24  
21 CFR 84.42.

22 i. Section 504 of the Rehabilitation Act of 1973; Housing  
23 accessibility requirement at 24 CFR Part 8, implementing Section  
24 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). The design  
25 and construction of multi-family dwellings as defined at 24 CFR  
26 100.201 must comply with the requirements set forth in 24 CFR  
27 100.205 implementing the Fair Housing Act. Dwelling units must  
28 be designed and constructed in accordance with the Uniform

1 Federal Accessibility Standards (UFAS) will be deemed to comply  
2 with the Section 504 regulation.

3 (1) 24 CFR Part 8.22 New construction—housing  
4 facilities. For new construction of multi-family  
5 projects, 5 percent (5%) of the units (but not less  
6 than one unit) must be accessible to individuals with  
7 mobility impairments, and an additional 2 percent  
8 (2%) of the units (but not less than one unit) must  
9 be accessible to individuals with sensory  
10 impairments.

11 (2) 24 CFR Part 8.23 Alterations of existing housing  
12 facilities. If alterations are undertaken to a project  
13 that has 15 or more units and the cost of the  
14 alterations is 75 percent or more of the replacement  
15 cost of the completed facility, then the provisions of  
16 §8.22 shall apply. Alterations to dwelling units in a  
17 multifamily housing project shall, to the maximum  
18 extent feasible, be made to be readily accessible to  
19 and usable by individuals with handicaps. If  
20 alterations of single elements or spaces of a  
21 dwelling unit, when considered together, amount to  
22 an alteration of a dwelling unit, the entire dwelling  
23 unit shall be made accessible. Once 5 percent (5%)  
24 of the dwelling units in a project are readily  
25 accessible to and usable by individuals with  
26 mobility impairments, then no additional elements  
27 of dwelling units, or entire dwelling units, are  
28 required to be accessible under this paragraph.



1 Alterations to common areas or parts of facilities  
2 that affect accessibility of existing housing facilities  
3 shall, to the maximum extent feasible, be made to  
4 be accessible to and usable by individuals with  
5 handicaps. For purposes of this paragraph, the  
6 phrase to the maximum extent feasible shall not be  
7 interpreted as requiring that a recipient make a  
8 dwelling unit, common area, facility or element  
9 thereof accessible if doing so would impose undue  
10 financial and administrative burdens on the  
11 operation of the multifamily housing project.

12 j. Model Energy Code published by the Council of American  
13 Building Officials.

14 k. Section 3 of the Housing and Urban Development Act of 1968. To  
15 the greatest extent feasible, opportunities for training and  
16 employment arising from HOME funds will be provided to low-  
17 income persons residing in the program service area. To the  
18 greatest extent feasible, contracts for work to be performed in  
19 connection with HOME funds will be awarded to business  
20 concerns that are located in or owned by persons residing in the  
21 program service area as outlined in the County of Riverside Section  
22 3 Contract Requirements attached hereto as **Exhibit D**. Contracts  
23 funded from Section 3 covered funding sources must abide by the  
24 Section 3 Clause prescribed at 24 CFR 135.38. All contracts  
25 subject to the requirements of Section 3 must include the Section 3  
26 Clause verbatim that is contained at 24 CFR 135.38 attached hereto  
27 as **Exhibit D-2**, which is attached hereto and by this reference  
28 incorporated herein.

1                   1. Section 106 of the National Historic Preservation Act of 1966  
2                   (NHPA). Consultation with concerned Native American tribes  
3                   must continue under HUD regulation 24 CFR Part 50 and 58, and  
4                   Section 106 of the National Historic Preservation Act and its  
5                   implementing regulations 36 CFR Part 800 for possible impacts on  
6                   historic properties. Historic properties include archeological sites,  
7                   burial grounds, sacred landscapes or features, ceremonial areas,  
8                   traditional cultural places and landscapes, plant and animal  
9                   communities, and buildings and structures with significant tribal  
10                  association.

11                m. Section 92.358 Consultant Activities. No person providing  
12                consultant services in an employer-employee type relationship  
13                shall receive more than a reasonable rate of compensation for  
14                personal services paid with HOME funds.

15                n. BORROWER shall carry out its activity pursuant to this  
16                Agreement in compliance with all federal laws and regulations  
17                described in Subpart E of Part 92 of the Code of Federal  
18                Regulations, except that:

- 19                   1. BORROWER does not assume COUNTY'S environmental  
20                   responsibilities described at 24 CFR Part 92.352; and
- 21                   2. BORROWER does not assume COUNTY's responsibility  
22                   for initiating the review process under the provisions of 24  
23                   CFR Part 92.352

24                o. Uniform Administrative Requirements of 24 CFR 92.505 and 24  
25                CFR Part 200 as now in effect and as may be amended from time  
26                to time. Federal awards expended as a recipient or a subrecipient,  
27                as defined by HUD, would be subject to single audit. The payments  
28                received for goods or services provided as a vendor would not be

1 considered Federal awards.

2 p. BORROWER shall include written agreements that include all  
3 provisions of **Section 17** if BORROWER provides HOME funds  
4 to for-profit owners or developers, non-profit owners or  
5 developers, sub-recipients, homeowners, homebuyers, tenants  
6 receiving tenant-based rental assistance, or contractors.

7 q. Immigration requirements of Federal Register, Vol. 62, No. 221,  
8 Department of Justice Interim Guidance on Verification of  
9 Citizenship, Qualified Alien Status and Eligibility Under Title IV  
10 of the Personal Responsibility and Work Opportunity  
11 Reconciliation Act of 1996 (“PRWORA”). Final Attorney  
12 General’s Order issued pursuant to PRWORA is specified under  
13 Federal Register Vol. 66, No. 10, Department of Justice Final  
14 Specification of Community Programs Necessary for Protection of  
15 Life or Safety Under Welfare Reform Legislation.

16 r. BORROWER shall comply with all applicable local, state and  
17 federal laws in addition to the above mentioned laws.

18 18. INCOME TARGETING REQUIREMENTS. BORROWER shall set aside  
19 a total of eleven (11) HOME-Assisted Units in which eight (8) units will be restricted to  
20 households whose incomes do not exceed 60% of the area median income for the County of  
21 Riverside, adjusted by family size at the time of occupancy, and three (3) units will be restricted  
22 to households whose incomes do not exceed 50% of the area median income (“Very Low  
23 Income”) for the County of Riverside, adjusted by family size at the time of occupancy. HOME  
24 income limits are published by HUD.

25 19. RENT LIMITATIONS. BORROWER shall comply with the rent  
26 limitations set forth under 24 CFR 92.252 of the HOME Investment Partnerships (“HOME”)  
27 program, which was enacted under Title II of the Cranston-Gonzalez National Affordable  
28 Housing Act (the “Act”), as amended (commencing at 42 U.S.C. 12701 et seq.), and the

1 implementing regulations thereto (24 CFR Part 92) (collectively, the “HOME Program”).  
2 Effective 2020, HUD published HOME Rent Limits for the County of Riverside. The Low  
3 HOME rent limit for a one-bedroom unit is \$706, two-bedroom unit is \$847, and three-bedroom  
4 unit is \$979. The High HOME rent limit for a one-bedroom unit is \$899, two-bedroom unit is  
5 \$1081, and three-bedroom unit is \$1239. HOME rent limits are more specifically set forth in  
6 **Exhibit J** attached hereto and incorporated herein by this reference. In order to calculate net  
7 rent to be charged, an applicable utility allowance must be subtracted from the gross rents listed.

8           Eleven (11) HOME-Assisted Units consists of 2 one-bedroom units, 4 two-  
9 bedroom units and 5 three-bedroom units. Eight (8) HOME-Assisted Units (1 one-bedroom unit,  
10 3 two-bedroom units, and 4 three-bedroom units) shall be rented at High HOME rent levels as  
11 published by HUD. Three (3) HOME-Assisted Units (1 one-bedroom unit, 1 two-bedroom unit,  
12 and 1 three-bedroom unit) shall be rented at Low HOME rent levels as published by HUD.

13           The HOME-Assisted Units shall be a “floating” designation on the Property such  
14 that the requirements of this Agreement will be satisfied so long as the total number of HOME-  
15 Assisted Units and bedroom size remains the same throughout the Affordability Period.  
16 COUNTY shall review and approve proposed rents to the extent required under this section.  
17 BORROWER shall ensure the HOME-Assisted Units are rented to Qualified Households at the  
18 rent levels required herein. The maximum monthly allowances for utilities and services  
19 (excluding telephone) shall not exceed the utility allowance as described below. The HOME  
20 Assisted Units may overlap Project Based Vouchers units with the Housing Authority of the  
21 County of Riverside.

22           a. Utility Allowance: Owners are required to complete initial Utility Allowance  
23 (UA) calculations and submit their calculations for review and approval to the County prior to  
24 implementation, annually by June 1st. The following methods below are acceptable  
25 methodologies for calculating UA’s:

- 26           i. HUD Utility Schedule Model (HUSM), UA based on HUD’s model.
- 27           ii. Utility Company Estimate, UA based on estimated obtained from a local  
28 utility company for each of the utilities used in the project.

- 1           iii. LIHTC Agency Estimate, UA approved by the LIHTC agency based on its
- 2                     actual usage methodology.
- 3           iv. Energy Consumption Model (Engineer Model), UA based upon on an
- 4                     energy and water and sewage consumption and analysis model prepared
- 5                     by a third party licensed engineer or t qualified professional.

6           b. Initial Occupancy of Vacant Units: All eleven (11) HOME-Assisted Units  
 7 consisting of 2 one-bedroom units, 4 two-bedroom units and 5 three-bedrooms shall be occupied  
 8 by and rented to Qualified Households for an affordable rent within six (6) months from the  
 9 recordation of the Notice of Completion in the Official Records (“Lease Deadline”) for the last  
 10 building constructed as part of the Project. If a COUNTY HOME-Assisted Unit remains  
 11 unoccupied or not leased to an eligible tenant, BORROWER must provide to COUNTY  
 12 information about current marketing efforts and an enhanced plan for marketing the unit so that  
 13 it is leased promptly.

14           Within twelve (12) months from the Lease Deadline (six (6) months from the  
 15 recordation of the Notice of Completion), if a HOME-Assisted Unit remains unoccupied or not  
 16 leased to an eligible tenant, then BORROWER agrees to repay HOME funds for any HOME-  
 17 Assisted Unit that is not rented to eligible tenants. BORROWER may request an extension of  
 18 the Lease Deadline, as stated in Implementation Schedule set forth in this Agreement from  
 19 COUNTY if BORROWER can provide to COUNTY evidence showing efforts of aggressive  
 20 marketing efforts and proof that the circumstances that led to the failure to lease the HOME-  
 21 Assisted Unit(s) by the Lease Deadline were beyond the BORROWER’s control. The extension  
 22 and time of extension is subject to COUNTY’s approval and not guaranteed. The Director  
 23 HHPWS or designee, has the authority, at his or her discretion, to consent to an extension of the  
 24 Lease Deadline.

25           The amount of HOME funds to be repaid is based on the HOME Loan, defined in  
 26 **Section 1**, prorated by the number of COUNTY HOME-Assisted Units that are or  
 27 are not rented to eligible tenants. If all COUNTY HOME-Assisted Units are not  
 28 rented to eligible tenants upon the initial occupancy of those units, then COUNTY



1 and BORROWER mutually agree that this Agreement will self-terminate and any HOME Loan  
2 funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this  
3 Agreement shall become null and void. COUNTY and BORROWER shall be released and  
4 discharged respectively from their obligations under this Agreement. All cost incurred by each  
5 party on the Project will be assumed respectively.

6 c. Approval: The BORROWER shall submit to the COUNTY for  
7 review and written approval, all proposed rents for the HOME-Assisted Units prior to lease-up.  
8 If during the re-certification process a household income falls between 51% and 60% Area  
9 Median Income then the High HOME rent limit shall apply. If during the recertification process  
10 a household income falls above 80% of the Area Median Income then household shall pay the  
11 lesser of 30% of the adjusted income or Market rent.

12 20. TENANT PROTECTIONS. During the Affordability Period,  
13 BORROWER shall adhere to the tenant protections and selection standard set forth in 24 CFR  
14 92.253, as may be amended from time to time, and the following requirements:

15 a. Provide written lease agreement for not less than one year, unless by  
16 mutual agreement between the tenant and BORROWER. COUNTY  
17 shall review the initial form of the lease agreement prior to  
18 BORROWER executing any leases and, provided that BORROWER  
19 uses the approved lease form, BORROWER shall be permitted to enter  
20 into residential leases without COUNTY's prior written consent.

21 b. Prohibited Lease Terms. The rental agreement/lease may not contain  
22 any of the following provisions:

23 (1) Agreement to be sued. Agreement by the tenant to be sued,  
24 to admit guilt or to a judgment in favor of BORROWER in  
25 a lawsuit brought in connection with the lease.

26 (2) Treatment of property. Agreements by tenant that  
27 BORROWER may take, hold, or sell personal property of  
28 household members without notice to the tenant and a court

1 decision on the rights of the parties. This prohibition,  
2 however, does not apply to an agreement by the tenant  
3 concerning disposition of personal property remaining in  
4 the housing unit after the tenant has moved out of the unit.  
5 BORROWER may dispose of this personal property in  
6 accordance with State law.

7 (3) Excusing BORROWER from responsibility. Agreement by  
8 the tenant not to hold BORROWER or BORROWER's  
9 agents legally responsible for any action or failure to act,  
10 whether intentional or negligent.

11 (4) Waiver of notice. Agreement of the tenant that  
12 BORROWER may institute a lawsuit without notice to the  
13 tenant.

14 (5) Waiver of legal proceeding. Agreement by the tenant that  
15 the BORROWER may evict the tenant or household  
16 members without instituting a civil court proceeding in  
17 which the tenant has the opportunity to present a defense,  
18 or before a court decision on the rights of the parties.

19 (6) Waiver of a jury trial. Agreement by the tenant to waive any  
20 right to a trial by jury.

21 (7) Waiver of right to appeal court decision. Agreement by the  
22 tenant to waive the tenant's right to appeal, or to otherwise  
23 challenge in court, a court decision in connection with the  
24 lease.

25 (8) Tenant chargeable with cost of legal actions regardless of  
26 outcome. Agreement by the tenant to pay attorneys' fees or  
27 other legal costs even if the tenant wins in a court  
28 proceeding by BORROWER against the tenant. The tenant,

1                    however, may be obligated to pay costs if the tenant loses.

2                    (9)    Mandatory supportive services. Agreement by the tenant  
3                    (other than a tenant in transitional housing) to accept  
4                    supportive services that are offered.

5                    c.    Violence Against Women Reauthorization Act of 2013. (Pub. L. 113–  
6                    4, 127 Stat. 54) (“VAWA 2013”). VAWA 2013 reauthorizes and  
7                    amends the Violence Against Women Act of 1994, as previously  
8                    amended, (title IV, sec. 40001–40703 of Pub. L. 103–322, 42 U.S.C.  
9                    13925 et seq.) VAWA 2013, among other things, bars eviction and  
10                    termination due to a tenant’s status as a victim of domestic violence,  
11                    dating violence, or stalking, and requires landlords to maintain  
12                    survivor-tenant confidentiality. VAWA 2013 prohibits a tenant who is  
13                    a survivor of domestic violence, dating violence, sexual assault, and  
14                    stalking from being denied assistance, tenancy, or occupancy rights  
15                    based solely on criminal activity related to an act of violence  
16                    committed against them. It extends housing protections to survivors of  
17                    sexual assault, and adds “intimate partner” to the list of eligible  
18                    relationships in the domestic violence definition. Protections also now  
19                    cover an “affiliated individual,” which includes any lawful occupant  
20                    living in the survivor’s household, or related to the survivor by blood  
21                    or marriage including the survivor’s spouse, parent, brother, sister,  
22                    child, or any person to whom the survivor stands in loco parentis.  
23                    VAWA 2013 allows a lease bifurcation so a tenant or lawful occupant  
24                    who engages in criminal activity directly relating to domestic violence,  
25                    dating violence, sexual assault, or stalking against an affiliated  
26                    individual or other individual, or others may be evicted or removed  
27                    without evicting or removing or otherwise penalizing a victim who is  
28                    a tenant or lawful occupant. If victim cannot establish eligibility,



1 BORROWER must give a reasonable amount of time to find new  
2 housing or establish eligibility under another covered housing  
3 program. A Notice of Rights under VAWA 2013 for tenants must be  
4 provided at the time a person applies for housing, when a person is  
5 admitted as a tenant of a housing unit, and when a tenant is threatened  
6 with eviction or termination of housing benefits. Tenants must request  
7 an emergency transfer and reasonably believe that they are threatened  
8 with imminent harm from further violence if the tenant remains in the  
9 same unit. The provisions of VAWA 2013 that are applicable to HUD  
10 programs are found in title VI of VAWA 2013, which is entitled "Safe  
11 Homes for Victims of Domestic Violence, Dating Violence, Sexual  
12 Assault, and Stalking." Section 601 of VAWA 2013 amends subtitle N  
13 of VAWA (42 U.S.C. 14043e et seq.) to add a new chapter entitled  
14 "Housing Rights."

15 21. FEDERAL REQUIREMENTS. BORROWER shall comply with the  
16 provisions of the HOME Program and any amendments thereto and all applicable federal  
17 regulations and guidelines now or hereafter enacted pursuant to the Act.

18 22. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT.  
19 BORROWER hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of  
20 the Project or any portion thereof, without obtaining the prior written consent of the COUNTY,  
21 which consent shall be conditioned upon receipt by the COUNTY of reasonable evidence  
22 satisfactory to the COUNTY in its sole discretion, that transferee has assumed in writing and in  
23 full, and is reasonably capable of performing and complying with the BORROWER's duties and  
24 obligations under this Agreement, provided, however Borrower shall not be released of all  
25 obligations hereunder which accrue from and after the date of such sale. Notwithstanding  
26 anything to the contrary contained herein, upon written notice to COUNTY, BORROWER may  
27 (i) admit limited partners to BORROWER, and provide for the purchase of any such limited  
28 partnership interest or interests by BORROWER's general partner; (ii) remove for cause any

1 General Partner by a limited partner of the Borrower, and the replacement thereof, pursuant to  
2 the Partnership Agreement, provided COUNTY receives 5 business days advance written notice  
3 of such removal. Without limiting Borrower's obligation to provide advance notice of such  
4 removal for cause of any General Partner by a limited partner and the replacement thereof set  
5 forth in the immediately preceding sentence, amendments to the Partnership Agreement required  
6 to effectuate the Permitted Transfer set forth in this clause (ii) shall not require the consent of  
7 the County; provided, however, Borrower shall provide County with an executed copy of such  
8 amended agreement within 10 days of execution thereof;; (iii) the lease for occupancy of all or  
9 any of the HOME-Assisted Units; (iv) the granting of easements or permits to facilitate the  
10 development of the Property in accordance with this Agreement; and (v) the withdrawal and/or  
11 replacement of any limited partner of BORROWER, (collectively a "Permitted Transfer"). All  
12 Permitted Transfers shall be subject to reasonable review of documentation by the COUNTY.  
13 The parties hereto acknowledge that "affiliate" for purposes of this section means, as to any  
14 Person (as defined below), any general partnership, limited partnership, corporation, joint  
15 venture, trust, business trust, cooperative, association, limited liability company or individual  
16 (collectively, a "Person") that (A) directly or indirectly controls or is controlled by (such as any  
17 partnership or limited liability company in which the Person, directly or indirectly, serves as a  
18 general partner or managing member, respectively) or is under common control with the  
19 specified Person; (B) is an officer or director of, commissioner of, partner in, member of or  
20 trustee of, or serves in a similar capacity with respect to, the specified Person or of which the  
21 Specified Person is an officer, director, member, partner or trustee, or with respect to which the  
22 specified Person serves in a similar capacity; or (C) is the beneficial owner, directly or indirectly,  
23 of 10% or more of any class of equity securities of the specified Person or of which the specified  
24 Person is directly or indirectly the owner of 10% or more of any class of equity securities. The  
25 term "control" (including the term "controlled by" and "under common control with") means the  
26 possession, direct or indirect, of the power to direct or cause the direction of the management  
27 and policies of a Person, whether through the ownership of voting securities, by contract or  
28 otherwise.

1           23.    INDEPENDENT CONTRACTOR. BORROWER and its agents, servants  
2 and employees shall act at all times in an independent capacity during the term of this Agreement,  
3 and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers,  
4 or employees of COUNTY.

5           24.    NONDISCRIMINATION. Borrower shall abide by 24 CFR 570.602  
6 which requires that no person in the United States shall on the grounds of race, color, national  
7 origin, religion, or sex be excluded from participation in, be denied the benefits of, or be  
8 subjected to discrimination under any program or activity receiving Federal financial assistance  
9 made available pursuant to the Act. Under the Act, Section 109 directs that the prohibitions  
10 against discrimination of the basis of age under the Age Discrimination Act and the prohibitions  
11 against discrimination of the basis of disability under Section 504 shall apply to programs or  
12 activities receiving Federal financial assistance under Title I programs. The policies and  
13 procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR Part 6. In  
14 addition, BORROWER shall not discriminate on the basis of race, gender, religion, national  
15 origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or  
16 treatment of any contractors or consultants, to participate in subcontracting/subconsulting  
17 opportunities. BORROWER understands and agrees that violation of this clause shall be  
18 considered a material breach of this Lease and may result in termination, debarment or other  
19 sanctions. This language shall be incorporated into all contracts between BORROWER and any  
20 contractor, consultant, subcontractor, subconsultants, vendors and suppliers. BORROWER shall  
21 comply with the provisions of the California Fair Employment and Housing Act (Government  
22 Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended,  
23 and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with  
24 respect to its use of the Property.

25           BORROWER herein covenants by and for itself, its successors and assigns, and all persons  
26 claiming under or through them, that this Covenant is made and accepted upon and subject to the  
27 following conditions: There shall be no discrimination against or segregation of any person or  
28 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the

1 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and  
2 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,  
3 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall  
4 the transferee itself or any person claiming under or through him or her, establish or permit any  
5 such practice or practices of discrimination or segregation with reference to the selection, location,  
6 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

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

13 a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs,  
14 executors, administrators, and assigns, and all persons claiming under or through them, that  
15 there shall be no discrimination against or segregation of, any person or group of persons  
16 on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government  
17 Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and  
18 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government  
19 Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the  
20 premises herein conveyed, nor shall the grantee or any person claiming under or through  
21 him or her, establish or permit any practice or practices of discrimination or segregation  
22 with reference to the selection, location, number, use or occupancy of tenants, lessees,  
23 subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing  
24 covenants shall run with the land."

25 b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs,  
26 executors, administrators, and assigns, and all persons claiming under or through him or  
27 her, and this lease is made and accepted upon and subject to the following conditions: That  
28 there shall be no discrimination against or segregation of any person or group of persons,

1 on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government  
2 Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and  
3 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government  
4 Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the  
5 premises herein leased nor shall the lessee himself or herself, or any person claiming under  
6 or through him or her, establish or permit any such practice or practices of discrimination  
7 or segregation with reference to the selection, location, number, use, or occupancy, of  
8 tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

9 c) In contracts: “There shall be no discrimination against or segregation of any person or  
10 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955  
11 of the Government Code, as those bases are defined in Sections 12926, 12926.1,  
12 subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2  
13 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or  
14 enjoyment of the land, nor shall the transferee itself or any person claiming under or  
15 through him or her, establish or permit any such practice or practices of discrimination or  
16 segregation with reference to the selection, location, number, use, or occupancy, of tenants,  
17 lessees, sublessees, subtenants, or vendees of the land.”

18 In addition to the obligations and duties of BORROWER set forth herein, BORROWER  
19 shall, upon notice from County, promptly pay to County all fees and costs, including administrative  
20 and attorneys’ fees, incurred by County in connection with responding to or defending any  
21 discrimination claim brought by any third party and/or local, state or federal government entity,  
22 arising out of or in connection with this Agreement or the Covenant Agreement attached hereto.

23 25. PROHIBITION AGAINST CONFLICTS OF INTEREST:

24 a. BORROWER and its assigns, employees, agents, consultants, officers  
25 and elected and appointed officials shall become familiar with and shall  
26 comply with the conflict of interest provisions in OMB Circular A-110,  
27 24 CFR 85.36, 24 CFR 84.42, 24 CFR 92.356 and Policy Manual #A-  
28 11, attached hereto as **Exhibit E** and by this reference incorporated

1                   herein.

2                   b. BORROWER understands and agrees that no waiver or exception can  
3                   be granted to the prohibition against conflict of interest except upon  
4                   written approval of HUD pursuant to 24 CFR 92.356(d). Any request  
5                   by BORROWER for an exception shall first be reviewed by COUNTY  
6                   to determine whether such request is appropriate for submission to  
7                   HUD. In determining whether such request is appropriate for  
8                   submission to HUD, COUNTY will consider the factors listed in 24  
9                   CFR 92.356(e).

10                  c. Prior to any funding under this Agreement, BORROWER shall provide  
11                  COUNTY with a list of all employees, agents, consultants, officers and  
12                  elected and appointed officials who are in a position to participate in a  
13                  decision-making process, exercise any functions or responsibilities, or  
14                  gain inside information with respect to the HOME activities funded  
15                  under this Agreement. BORROWER shall also promptly disclose to  
16                  COUNTY any potential conflict, including even the appearance of  
17                  conflict that may arise with respect to the HOME activities funded  
18                  under this Agreement.

19                  d. Any violation of this section shall be deemed a material breach of this  
20                  Agreement, and the Agreement shall be immediately terminated by  
21                  COUNTY.

22                  26. RELIGIOUS ACTIVITIES. Under federal regulations, 24 CFR 92.257  
23                  HOME funds may not be provided to primarily religious organizations, such as churches, for  
24                  any activity including secular activities. In addition, HOME funds may not be used to  
25                  rehabilitate or construct housing owned by primarily religious organizations or to assist primarily  
26                  religious organizations in acquiring housing. However, HOME funds may be used by a secular  
27                  entity to acquire housing from a primarily religious organization, and a primarily religious entity  
28                  may transfer title to property to a wholly secular entity and the entity may participate in the

1 HOME program in accordance with the requirements set forth at 24 CFR 92.257. The entity  
2 may be an existing or newly established entity, which may be an entity established by the  
3 religious organization. The completed housing project must be used exclusively by the  
4 BORROWER/participant entity for secular purposes, available to all persons regardless of  
5 religion. In particular, there must be no religious or membership criteria for tenants of the  
6 property.

7 27. PROJECT MONITORING AND EVALUATION.

8 a. Tenant Checklist. BORROWER shall submit a Tenant Checklist  
9 Form to COUNTY, as shown in **Exhibit F** which is attached hereto and by this reference is  
10 incorporated herein and may be revised by COUNTY, summarizing the racial/ethnic  
11 composition, number and percentage of very low-income and low-income households who are  
12 tenants of the COUNTY HOME-Assisted Units. The Tenant Checklist Form shall be submitted  
13 upon completion of the construction and thereafter, on a semi-annual basis on or before March  
14 31st and September 30th. BORROWER shall maintain financial, programmatic, statistical and  
15 other supporting records of its operations and financial activities in accordance with the  
16 requirements of the HOME Program under 24 CFR 92.508, including the submission of Tenant  
17 Checklist Form. Except as otherwise provided for in this Agreement, BORROWER shall  
18 maintain and submit records to COUNTY within ten business days of COUNTY's request which  
19 clearly documents BORROWER's performance under each requirement of the HOME Program.  
20 A list of document submissions and timeline are shown in **Exhibit A** and such list may be  
21 amended from time to time subject to HUD and COUNTY reporting requirements.

22 b. Inspections. Pursuant to 24 CFR 92.504(d)(ii), during the  
23 Affordability Period, COUNTY must perform on-site inspections of COUNTY HOME-assisted  
24 rental housing to determine compliance with the property standards of §92.251 and to verify the  
25 information submitted by the owners in accordance with the requirements of §92.252. The  
26 inspections must be in accordance with the inspection procedures that the participating  
27 jurisdiction establishes to meet the inspection requirements of §92.251. The on-site inspections  
28 must occur within 12 months after Notice of Completion and at least once every 3 years

1 thereafter during the Affordability Period. If there are observed deficiencies for any of the  
2 inspectable items in the property standards established by COUNTY, in accordance with the  
3 inspection requirements of §92.251, a follow-up on-site inspection to verify that deficiencies are  
4 corrected must occur within 12 months. COUNTY may establish a list of non-hazardous  
5 deficiencies for which correction can be verified by third party documentation (e.g., paid invoice  
6 for work order) rather than re-inspection. Health and safety deficiencies must be corrected  
7 immediately, in accordance with §92.251. COUNTY must adopt a more frequent inspection  
8 schedule for properties that have been found to have health and safety deficiencies. The property  
9 owner must annually certify to the COUNTY that each building and all HOME- assisted units  
10 in the project are suitable for occupancy, taking into account State and local health, safety, and  
11 other applicable codes, ordinances, and requirements, and the ongoing property standards  
12 established by the participating jurisdiction to meet the requirements of §92.251. Inspections  
13 must be based on a statistically valid sample of units appropriate for the size of the COUNTY  
14 HOME-Assisted project, as set forth by HUD through notice. For projects with one-to-four  
15 COUNTY HOME-Assisted Units, COUNTY must inspect 100 percent of the COUNTY HOME-  
16 Assisted Units and the inspectable items (site, building exterior, building systems, and common  
17 areas) for each building housing COUNTY HOME-assisted units.

18 c. Income Certification. The income of a tenant must be determined  
19 initially and each sixth year of affordability in accordance with 24 CFR 92.203 (a)(1)(i). In  
20 addition, annually between each sixth year of affordability BORROWER must re-examine each  
21 tenants annual income under 24 CFR 92.203 (a) (1) (ii).

22 28. MONITORING FEE. BORROWER shall pay an annual compliance  
23 monitoring fee to the COUNTY in the total annual amount of \$4,000 (“Monitoring Fee”). The  
24 Monitoring Fee payment is due on July 1<sup>st</sup> of each year for the monitoring period of July 1<sup>st</sup> to  
25 June 30<sup>th</sup> commencing July 1, 2022 and will continue until the expiration of the Affordability  
26 Period. The Monitoring Fee is to be adjusted upwards annually, increased by an amount equal  
27 to the increase in CPI for the Los Angeles-Riverside-Orange County, CA area. In the event of a  
28 decrease in the applicable CPI, the Monitoring Fee currently in effect shall remain the same and



1 shall not decrease.

2 29. ACCESS TO PROJECT SITE. COUNTY and HUD shall have the right  
3 to access the Project site and the Property at all reasonable times, and upon completion of the  
4 Project upon reasonable written notice to BORROWER, to review the operation of the Project  
5 in accordance with this Agreement.

6 30. EVENTS OF DEFAULT. The occurrence of any of the following events  
7 shall constitute an "Event of Default" under this Agreement:

8 a. Monetary Default. (1) BORROWER's failure to pay when due any  
9 sums payable under this Agreement, the Covenant Agreement, the HOME Note or any advances  
10 made by COUNTY under this Agreement; (2) BORROWER's or any agent of BORROWER's  
11 use of HOME funds for costs other than those costs permitted under this Agreement or for uses  
12 inconsistent with terms and restrictions set forth in this Agreement; (3) BORROWER's or any  
13 agent of BORROWER's failure to make any other payment of any assessment or tax due under  
14 this Agreement, and /or (4) default under the terms of any Senior Loan documents or any other  
15 instrument or document secured against the Property;

16 b. Non-Monetary Default. (1) Discrimination by BORROWER or  
17 BORROWER's agent(s) on the basis of characteristics prohibited by this Agreement or  
18 applicable law; (2) the imposition of any encumbrances or liens on the Project without  
19 COUNTY's prior written approval that are prohibited under this Agreement or that have the  
20 effect of reducing the priority or invalidating the lien of the HOME Deed of Trust; (3)  
21 BORROWER's failure to obtain and maintain the insurance coverage required under this  
22 Agreement; (4) any material default under this Agreement, the HOME Loan Deed of Trust,  
23 Covenant Agreement, HOME Note or any document executed by the County in connection with  
24 this Agreement, and /or (5) a default under the terms of any Senior Loan documents or any other  
25 instrument or document secured against the Property or the Project;

26 c. General Performance of Loan Obligations. Any substantial or  
27 continuous or repeated breach by BORROWER or BORROWER's agents of any material  
28 obligations of BORROWER under this Agreement;

1           d.     General Performance of Other Obligations. Any substantial or  
2 continuous or repeated breach by BORROWER or BORROWER's agents of any material  
3 obligations of BORROWER related to the Project imposed by any other agreement with respect  
4 to the financing, development, or operation of the Project; whether or not COUNTY is a party  
5 to such agreement; but only following any applicable notice and cure periods with respect to any  
6 such obligation;

7           e.     Representations and Warranties. A determination by COUNTY  
8 that any of BORROWER's representations or warranties made in this Agreement, any statements  
9 made to COUNTY by BORROWER, or any certificates, documents, or schedules supplied to  
10 COUNTY by BORROWER were false in any material respect when made, or that BORROWER  
11 concealed or failed to disclose a material fact to COUNTY.

12           f.     Damage to Project. In the event that the Project is materially  
13 damaged or destroyed by fire or other casualty, and BORROWER receives an award or insurance  
14 proceeds sufficient for the repair or reconstruction of the Project, and BORROWER does not use  
15 such award or proceeds to repair or reconstruct the Project.

16           g.     Bankruptcy, Dissolution and Insolvency. BORROWER's or  
17 general partner and co-general partner of BORROWER's (1) filing for bankruptcy, dissolution,  
18 or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by  
19 another party before the earlier of final relief or ninety (90) days after such filing; (2) making a  
20 general assignment for the benefit of creditors; (3) applying for the appointment of a receiver,  
21 trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary  
22 application brought by another party before the earlier of final relief or ninety (90) days after  
23 such filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay  
24 its debts as they become due.

25           31.    NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal  
26 notices, demands and communications between the COUNTY and the BORROWER shall be  
27 sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt  
28 requested, to the principal offices of the COUNTY and the BORROWER, as designated below.

1 Such written notices, demands and communications may be sent in the same manner to such  
2 other addresses as either party may from time to time designate by mail as provided in this  
3 **Section 31.** Any notice that is transmitted by electronic facsimile transmission followed by  
4 delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is  
5 personally delivered (including by means of professional messenger service, courier service  
6 such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed  
7 received on the documented date of receipt by the recipient; and any notice that is sent by  
8 registered or certified mail, postage prepaid, return receipt required shall be deemed received  
9 on the date of delivery thereof.

10 a. Subject to the Force Majeure Delay, as provided in this **Section 9**, failure  
11 or delay by BORROWER to perform any term or provision of this Agreement constitutes a  
12 default under this Agreement. BORROWER must immediately commence to cure, correct or  
13 remedy such failure or delay and shall complete such cure, correction or remedy with reasonable  
14 diligence.

15 b. COUNTY shall give written notice of default to BORROWER, specifying  
16 the default complained of by COUNTY. Failure or delay in giving such notice shall not  
17 constitute a waiver of any default, nor shall it change the time of default. Except as otherwise  
18 expressly provided in this Agreement, any failures or delays by COUNTY in asserting any of  
19 its rights and remedies as to any default shall not operate as a waiver of any default or of any  
20 such rights or remedies. Delays by COUNTY in asserting any of its rights and remedies shall  
21 not deprive COUNTY of its right to institute and maintain any actions or proceedings which it  
22 may deem necessary to protect, assert or enforce any such rights or remedies.

23 c. If a monetary event of default occurs, prior to exercising any remedies  
24 hereunder, COUNTY shall give BORROWER written notice of such default. BORROWER  
25 shall have a period of ten (10) days after such notice is given within which to cure the default  
26 prior to exercise of remedies by COUNTY.

27 d. If a non-monetary event of default occurs, prior to exercising any remedies  
28 hereunder, COUNTY shall give BORROWER written notice of such default. If the default is

1 reasonably capable of being cured within thirty (30) days, BORROWER shall have such period  
2 to effect a cure prior to exercise of remedies by COUNTY. If the default is such that it is not  
3 reasonably capable of being cured within thirty (30) days, and BORROWER (i) initiates  
4 corrective action within said period, and (ii) diligently, continually, and in good faith works to  
5 effect a cure as soon as possible, then BORROWER shall have such additional time as is  
6 reasonably necessary to cure the default prior to exercise of any remedies by the injured party,  
7 but in no event no more than sixty (60) days from the date of the notice of default. In no event  
8 shall COUNTY be precluded from exercising remedies if its security becomes or is about to  
9 become materially jeopardized by any failure to cure a default or the default is not cured within  
10 sixty (60) days after the first notice of default is given.

11 e. Any cure tendered by Borrower's limited partner shall be accepted or  
12 rejected on the same basis as if tendered by Borrower.

13 32. COUNTY REMEDIES. Upon the occurrence of an Event of Default, after  
14 notice and opportunity to cure, COUNTY's obligation to disburse HOME funds shall terminate,  
15 and COUNTY shall also have the right, but not the obligation to, in addition to other rights and  
16 remedies permitted by this Agreement or applicable law, proceed with any or all of the  
17 following remedies in any order or combination COUNTY may choose in its sole discretion:

- 18 a. Terminate this Agreement, in which event the entire HOME Loan  
19 amount as well as any other monies advanced to BORROWER by  
20 COUNTY under this Agreement including administrative costs,  
21 shall immediately become due and payable to COUNTY at the  
22 option of COUNTY.
- 23 b. Bring an action in equitable relief (1) seeking the specific  
24 performance by BORROWER of the terms and conditions of this  
25 Agreement, and/or (2) enjoining, abating, or preventing any  
26 violation of said terms and conditions, and/or (3) seeking  
27 declaratory relief.
- 28 c. Accelerate the HOME Loan and demand immediate full payment of

1 the principal payment outstanding and all accrued interest under the  
2 HOME Note, as well as any other monies advanced to  
3 BORROWER by COUNTY under this Agreement.

4 d. Enter the Project and take any remedial actions necessary in its  
5 judgment with respect to hazardous materials that COUNTY deems  
6 necessary to comply with hazardous materials laws or to render the  
7 Project suitable for occupancy, which costs shall be due and payable  
8 by BORROWER to COUNTY.

9 e. Enter upon, take possession of, and manage the Project, either in  
10 person, by agent, or by a receiver appointed by a court, and collect  
11 rents and other amounts specified in the assignment of rents in the  
12 Deed of Trust and apply them to operate the Project or to pay off the  
13 HOME Loan or any advances made under this Agreement, as  
14 provided for by the HOME Deed of Trust.

15 f. Pursue any other remedies allowed at law or in equity.

16 33. RESERVED.

17 34. BORROWER'S WARRANTIES. BORROWER represents and warrants  
18 (1) that it has access to professional advice and support to the extent necessary to enable  
19 BORROWER to fully comply with the terms of this Agreement, and to otherwise carry out the  
20 Project, (2) that it is duly organized, validly existing and in good standing under the laws of the  
21 State of California, (3) that it has the full power and authority to undertake the Project and to  
22 execute this Agreement, (4) that the persons executing and delivering this Agreement are  
23 authorized to execute and deliver such documents on behalf of BORROWER and (5) that  
24 neither BORROWER nor any of its principals is presently debarred, suspended, proposed for  
25 debarment, declared ineligible, or voluntarily excluded from participation in connection with  
26 the transaction contemplated by this Agreement.

27 35. BORROWER'S CERTIFICATION. BORROWER certifies, to the best of  
28 its knowledge and belief, that:

1           a.       No federally appropriated funds have been paid or will be paid, by  
2 or on behalf of the undersigned, to any person for influencing or attempting to influence an  
3 officer or employee of any agency, a member of Congress, an officer or employee of Congress,  
4 or an employee of a member of Congress in connection with the awarding of any federal contract,  
5 the making of any federal grant, the making of any federal loan, the entering into of any  
6 cooperative agreement, and the extension, continuation, review, amendment, or modification of  
7 any federal contract, grant, loan, or cooperative agreement.

8           b.       If any funds other than federally appropriated funds have been paid  
9 or will be paid to any person for influencing or attempting to influence an officer or employee  
10 of any agency, a member of Congress, an officer or employee of Congress, or an employee of a  
11 member of Congress in connection with this federal contract, grant, loan, or cooperative  
12 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form  
13 to Report Lobbying," in accordance with its instructions.

14           c.       The undersigned shall require that the language of this certification  
15 be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-  
16 grants, and contracts under grants, loans, and cooperative agreements) and that BORROWER  
17 shall certify and disclose accordingly. This certification is a material representation of fact upon  
18 which reliance was placed when this transaction was made or entered into.

19           36.       HOLD HARMLESS AND INDEMNIFICATION. BORROWER shall  
20 indemnify and hold harmless the County of Riverside, its Agencies, Boards, Districts, Special  
21 Districts and Departments, their respective directors, officers, Board of Supervisors, elected and  
22 appointed officials, employees, agents and representatives (collectively the "Indemnified  
23 Parties") from any liability whatsoever, based or asserted upon any services of BORROWER, its  
24 officers, employees, subcontractors, agents or representatives arising out of their performance  
25 under this Agreement, including but not limited to property damage, bodily injury, or death or  
26 any other element of any kind or nature whatsoever arising from the performance of  
27 BORROWER, its officers, agents, employees, subcontractors, agents or representatives under this  
28 Agreement. BORROWER shall defend, at its sole expense, all costs and fees including, but not

1 limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of  
2 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,  
3 officers, Board of Supervisors, elected and appointed officials, employees, agents and  
4 representatives in any claim or action based upon such alleged acts or omissions.

5 With respect to any action or claim subject to indemnification herein by BORROWER,  
6 BORROWER shall, at their sole cost, have the right to use counsel of their own choice and shall  
7 have the right to adjust, settle, or compromise any such action or claim without the prior consent  
8 of COUNTY; provided, however, that any such adjustment, settlement or compromise in no  
9 manner whatsoever limits or circumscribes BORROWER'S indemnification to COUNTY as set  
10 forth herein.

11 BORROWER's obligation hereunder shall be satisfied when BORROWER has provided  
12 to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action  
13 or claim involved.

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

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

20 BORROWER's obligations set forth in this **Section 36** shall survive the expiration or  
21 earlier termination of this Agreement.

22 37. TERMINATION.

23 a. BORROWER. BORROWER may terminate this Agreement prior to  
24 disbursement of any HOME Loan funds by COUNTY in accordance with the applicable HOME  
25 Program regulations.

26 b. COUNTY. Notwithstanding the provisions of **Section 37(a)**, COUNTY  
27 may suspend or terminate this Agreement upon written notice to BORROWER of the action being  
28 taken and the reason for such action in the event one of the following events occur:

- 1                                   1. In the event BORROWER fails to perform the covenants herein  
2                                   contained at such times and in such manner as provided in this  
3                                   Agreement after the applicable notice and cure provision hereof;  
4                                   or
- 5                                   2. In the event there is a conflict with any federal, state or local  
6                                   law, ordinance, regulation or rule rendering any material  
7                                   provision, in the judgment of COUNTY of this Agreement  
8                                   invalid or untenable; or
- 9                                   3. In the event the HOME funding from HUD identified in **Section**  
10                                  **1** above is terminated or otherwise becomes unavailable.

11                                  c. This Agreement may be terminated or funding suspended in whole or in  
12 part for cause. Cause shall be based on the failure of BORROWER to materially comply with  
13 either the terms or conditions of this Agreement after the expiration of all applicable notice and  
14 cure provisions hereof. Upon suspension of funding, BORROWER agrees not to incur any costs  
15 related thereto, or connected with, any area of conflict from which COUNTY has determined that  
16 suspension of funds is necessary.

17                                  d. Upon expiration or earlier termination of this Agreement, BORROWER  
18 shall transfer to COUNTY any unexpended HOME funds in its possession at the time of expiration  
19 of the Agreement as well as any accounts receivable held by BORROWER which are attributable  
20 to the use of HOME funds awarded pursuant to this Agreement.

21                                  38. AFFORDABILITY RESTRICTIONS. COUNTY and BORROWER, on  
22 behalf of its successors and assigns, hereby declare their express intent that the restrictions set  
23 forth in this Agreement shall continue in full force and effect for the duration of the Affordability  
24 Period (as defined in **Section 14** above). Each and every contract, deed or other instrument  
25 hereafter executed covering and conveying the Property or any portion thereof shall be held  
26 conclusively to have been executed, delivered and accepted subject to such restrictions, regardless  
27 of whether such restrictions are set forth in such contract, deed or other instrument. Borrower  
28 shall execute and record as a lien against the Property, a Covenant Agreement, substantially



1 conforming in form and substance to the Covenant Agreement attached hereto as **Exhibit G** and  
2 incorporated herein by this reference, setting forth the affordability use and income restriction  
3 required in this Agreement.

4 39. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics  
5 lien is filed against the Project or a stop notice affecting the HOME Loan is served on COUNTY,  
6 BORROWER must, within twenty (20) calendar days of such filing or service, either pay and  
7 fully discharge the lien or stop notice, obtain a release of the lien or stop notice by delivering to  
8 COUNTY a surety bond in sufficient form and amount, or provide COUNTY with other  
9 assurance reasonably satisfactory to COUNTY that the lien or stop notice will be paid or  
10 discharged.

11 40. ENTIRE AGREEMENT. It is expressly agreed that this Agreement  
12 embodies the entire agreement of the parties in relation to the subject matter hereof, and that no  
13 other agreement or understanding, verbal or otherwise, relative to this subject matter, exists  
14 between the parties at the time of execution.

15 41. AUTHORITY TO EXECUTE. The persons executing this Agreement or  
16 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent  
17 that they have the authority to execute this Agreement and warrant and represent that they have  
18 the authority to bind the respective parties to this Agreement to the performance of its obligations  
19 hereunder.

20 42. WAIVER. Failure by a party to insist upon the strict performance of any  
21 of the provisions of this Agreement by the other party, or the failure by a party to exercise its  
22 rights upon the default of the other party, shall not constitute a waiver of such party's rights to  
23 insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

24 43. INTERPRETATION AND GOVERNING LAW. This Agreement and any  
25 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the  
26 State of California. This Agreement shall be construed as a whole according to its fair language  
27 and common meaning to achieve the objectives and purposes of the parties hereto, and the rule  
28 of construction to the effect that ambiguities are to be resolved against the drafting party shall not

1 be employed in interpreting this Agreement, all parties having been represented by counsel in the  
2 negotiation and preparation hereof.

3 44. JURISDICTION AND VENUE. Any action at law or in equity arising  
4 under this Agreement or brought by a party hereto for the purpose of enforcing, construing or  
5 determining the validity of any provision of this Agreement shall be filed in the Superior Court  
6 of Riverside County, State of California, and the parties hereto waive all provisions of law  
7 providing for the filing, removal or change of venue to any other court or jurisdiction.

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

11 46. MINISTERIAL ACTS. COUNTY's Director HHPWS or designee is  
12 authorized to take such ministerial actions as may be necessary or appropriate to  
13 implement the terms, provisions, and conditions of this Agreement as it may be  
14 amended from time to time by both parties.



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

25 48. CONDITIONAL COMMITMENT.

26 a. Construction. Pursuant to 24 CFR 92.2, under the definition of  
27 Commitment, all necessary financing has been secured, a budget and schedule have been  
28 established, and underwriting has been completed and under which construction is scheduled to

1 start within the earlier of six (6) months from the Effective Date of this Agreement, or such date  
2 as may be required by TCAC ("Construction Start Deadline"). If BORROWER cannot start  
3 construction or provide evidence such as construction permits within four (4) months of the  
4 Effective Date, then COUNTY and BORROWER mutually agree that this Agreement will self-  
5 terminate and any HOME Loan funds drawn to date shall be returned within thirty (30) calendar  
6 days. Upon such termination, this Agreement shall become null and void. COUNTY and  
7 BORROWER shall be released and discharged respectively from its obligations under this  
8 Agreement, except for those provisions which by their terms survive termination. All cost  
9 incurred by each party on the Project will be assumed respectively.

10                   b. Completion. The Project must be completed and a Notice of  
11 Completion shall have been recorded in the Official Records no later than two (2) years from the  
12 Effective Date of this Agreement (the "Completion Deadline"). BORROWER may request a one  
13 year extension of the Completion Deadline from COUNTY ("Extension"), which may be granted  
14 in COUNTY's sole and absolute discretion, if the BORROWER can provide proof that the  
15 circumstances that led to the failure to complete the Project by the Completion Deadline were  
16 beyond the BORROWER's control. Extension is subject to COUNTY's approval and not  
17 guaranteed. The Director HHPWS or designee, has the authority, at his or her discretion, to  
18 consent to such Extension. If BORROWER is unable to meet the condition as required by this  
19 **Section 48** including Extension, then COUNTY and BORROWER mutually agree that this  
20 Agreement will self-terminate and any HOME Loan funds disbursed to BORROWER to date  
21 shall be returned to COUNTY within thirty (30) calendar days of such termination. Upon such  
22 termination, this Agreement shall become null and void. COUNTY and BORROWER shall be  
23 released and discharged respectively from their obligations under this Agreement, except for  
24 those provisions which by their terms survive termination. All costs incurred by each  
25 party on the Project will be assumed respectively.



26                   c. Tenant Leases. BORROWER shall comply with the  
27 initial occupancy requirements set forth in **Section 19(b)** of this Agreement.

28                   49. PROJECT FINANCING CONTINGENCY. This Agreement is expressly

1 conditioned upon BORROWER's delivery to COUNTY, on or prior to September 1, 2020 of (i)  
2 written documentation of such binding loan commitments required to fully finance the  
3 development and construction of the Project (less the HOME Loan), on terms and conditions  
4 acceptable to BORROWER and COUNTY, including, but not limited any conventional  
5 construction and/or permanent financing, including without limitation, a construction and  
6 permanent loan from an institutional construction lender. Either COUNTY or BORROWER may  
7 elect to terminate this Agreement with ten (10) days prior written notice to the other party if  
8 BORROWER fails to acquire the project financing as required by this **Section 49**. Upon such  
9 termination, this Agreement shall be null and void, and:

- 10                   a. If BORROWER elects to terminate this Agreement,  
11                   BORROWER shall be released and discharged by COUNTY  
12                   from its obligations under this Agreement; or  
13                   b. If COUNTY elects to terminate this Agreement, COUNTY shall  
14                   be released and discharged by BORROWER from its obligations  
15                   under this Agreement.

16                   At that time all cost incurred by each party on the Project will be assumed  
17                   respectively, and each party shall be released from all liability under this Agreement, except those  
18                   obligations which by their terms survive termination.

19                   50. RESERVED.

20                   51. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits  
21                   attached hereto is incorporated herein by this reference.

22                   52. MEDIA RELEASES. BORROWER agrees to allow COUNTY to provide  
23                   input regarding all media releases regarding the Project. Any publicity generated by  
24                   BORROWER for the Project must make reference to the contribution of COUNTY in making the  
25                   Project possible. COUNTY's name shall be prominently displayed in all pieces of publicity  
26                   generated by BORROWER, including flyers, press releases, posters, signs, brochures, and public  
27                   service announcements. BORROWER agrees to cooperate with COUNTY in any COUNTY-  
28                   generated publicity or promotional activities with respect to the Project.

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

6 <u>COUNTY</u>	<u>BORROWER</u>
7           Director HHPWS	Courtyards at Cottonwood, L.P.
8           County of Riverside	c/o James M. Jernigan
5555 Arlington Avenue	Rancho Belago Developers, Inc.
27700 Kalmia Avenue	Riverside, CA 92504
9           Rancho Belago, CA 92555-5200	

10 County shall send a copy of all Borrower notices to Borrower's investor limited partner at the  
11 address below:

12           CREA Courtyards at Cottonwood, L.P.  
13           30 S. Meridian Street, Suite 400  
14           Indianapolis, IN 46204

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

18           55.    EFFECTIVE DATE. The effective date of this Agreement is the date the  
19 parties execute the Agreement ("Effective Date"). If the parties execute the Agreement on more  
20 than one date, then the last date the Agreement is executed by a party shall be the Effective Date.

21           56.    FURTHER ASSURANCES. BORROWER shall execute any further  
22 documents consistent with the terms of this Agreement, including documents in recordable form,  
23 as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes  
24 in entering into this Agreement.

25           57.    NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No  
26 member, official, employee or consultant of the COUNTY shall be personally liable to the  
27 BORROWER, or any successor in interest, in the event of any default or breach by the COUNTY  
28 or for any amount which may become due to the BORROWER or to its successor, or on any  
obligations under the terms of this Agreement.

1           58.    CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

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

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

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

23           d.       References in this instrument to this Agreement mean, refer to and  
24 include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are  
25 hereby incorporated herein by this reference) or other documents expressly incorporated by  
26 reference in this instrument. Any references to any covenant, condition, obligation, and/or  
27 undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) means, refer  
28 to, and include the covenants, obligations, and undertakings existing pursuant to this instrument

1 and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly  
2 incorporated by reference in this instrument.

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

6 59. TIME OF ESSENCE. Time is of the essence with respect to the  
7 performance of each of the covenants and agreements contained in this Agreement.

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

11 61. NO THIRD PARTY BENEFICIARIES. The parties to this Agreement  
12 acknowledge and agree that the provisions of this Agreement are for the sole benefit of COUNTY  
13 and BORROWER, and not for the benefit, directly or indirectly, of any other person or entity,  
14 except as otherwise expressly provided herein.

15 62. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

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

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

23 c. All waivers of the provisions of this Agreement must be in writing and  
24 signed by the appropriate authorities of the COUNTY or the BORROWER, and all amendments  
25 hereto must be in writing and signed by the appropriate authorities of the COUNTY and the  
26 BORROWER. This Agreement and any provisions hereof may be amended by mutual written  
27 agreement by the BORROWER and the COUNTY.

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(SIGNATURES ON THE NEXT PAGE)

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IN WITNESS WHEREOF, COUNTY and BORROWER have executed this

Agreement as of the dates written below.

COUNTY:

COUNTY OF RIVERSIDE, a political  
Subdivision of the State of California

BORROWER:

COURTYARDS AT COTTONWOOD, L.P.,  
a California limited partnership

By: RBD Cottonwood, LLC  
a California limited liability company  
Its: Administrative General Partner

By: Rancho Belago Developers, Inc., a  
California corporation, its sole member

By: \_\_\_\_\_  
Heidi Marshall, Director HHPWS


By: \_\_\_\_\_  
James M. Jernigan, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Above signatures need to be notarized)

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

By:   
Amrit P. Dhillon, Deputy County Counsel

**<INSERT CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT>**

**EXHIBIT "A"**

**Borrower:** COURTYARDS AT COTTONWOOD, L.P.  
**Address:** XXXXXX  
**Project Title:** Courtyards at Cottonwood  
**Location:** Northeast corner of Cottonwood Avenue and Indian Street, in the City of Moreno Valley in the County of Riverside, also identified as APN 482-161-021, 482-161-022, 482-161-023, and 482-161-024

**Project Description:**

BORROWER proposes to utilize \$1,500,000 in HOME funds to pay a portion of the costs to develop and construct a multi-family affordable rental housing project consisting of eighty (80) affordable rental housing units and one (1) residential manager's unit on an approximately 6.76 acres of vacant land situated on the northeast corner of Cottonwood Avenue and Indian Street, in the City of Moreno Valley in the County of Riverside, also formerly identified as portions of APN 482-161-021, 482-161-022, 482-161-023, and 482-161-024 ("Property").

BORROWER shall set aside a total of eleven (11) HOME-Assisted Units consisting of 2 one-bedroom units, 4 two-bedroom units and 5 three-bedrooms.

Eight (8) HOME-Assisted Units (1 one-bedroom unit, 3 two-bedroom units, and 4 three-bedroom units) shall be rented at High HOME rent levels as published by HUD. The units will be restricted to households whose incomes do not exceed 60% of the area median income for the County of Riverside, adjusted by family size at the time of occupancy.

Three (3) HOME-Assisted Units (1 one-bedroom unit, 1 two-bedroom unit, and 1 three-bedroom unit) shall be rented at Low HOME rent levels as published by HUD. The units will be restricted to households whose incomes do not exceed 50% of the area median income ("Very Low Income") for the County of Riverside, adjusted by family size at the time of occupancy.

The HOME-Assisted Units shall be a "floating" designation on the Property such that the requirements of this Agreement will be satisfied so long as the total number of HOME-Assisted Units and bedroom size remains the same throughout the Affordability Period. COUNTY shall review and approve proposed rents to the extent required under this section. BORROWER shall ensure the HOME-Assisted Units are rented to Qualified Households at the rent levels required herein. The maximum monthly allowances for utilities and services (excluding telephone) shall not exceed the utility allowance as described below. The HOME Assisted Units may overlap Project Based Vouchers units with the Housing Authority of the County of Riverside.

Utility Allowance: Owners are required to complete initial UA calculations and submit their calculations for review and approval to the County prior to implementation, annually by June 1st. The following methods below are acceptable methodologies for calculating UA's:

- i. HUD Utility Schedule Model (HUSM), UA based on HUD's model.
- ii. Utility Company Estimate, UA based on estimated obtained from a local utility company for each of the utilities used in the project.
- iii. LIHTC Agency Estimate, UA approved by the LIHTC agency based on its actual usage methodology.
- iv. Energy Consumption Model (Engineer Model), UA based upon on an energy and water and sewage consumption and analysis model prepared by a third party licensed engineer or t qualified professional.

## IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. Financing Commitment	September 1, 2020
2. Construction Start Deadline	January 1, 2021
3. Completion Deadline	March 1, 2022
4. Lease Deadline 6 months from Notice of Completion	September 30, 2022
5. Submission of Final project costs and Sources and Uses of Funds	September, 2022
6. Submission of income & ethnic characteristics report	September, 2022

**Permanent Sources and Uses of Funds:**

Sources:

Tax Exempt Bond Proceeds	\$9,245,311
Moreno Valley Housing Authority Loan	\$6,050,682
City Waived Fees	\$ 816,451
Parcel B Proceeds	\$ 350,000
County of Riverside HOME Loan	\$ 1,500,000
Limited Partner Tax Credit Equity	\$17,763,282
General Partner Capital Contribution	\$ 406,000
Deferred Developer Fee/GP Equity	\$ 2,411,998
Total Sources	\$38,543,724

Uses:

Site Improvement (off site)	\$ 900,000
New construction (includes site work, common area bldgs and structures)	\$19,323,000
Contractor's Overhead & Profit & Gen'l Req.	\$ 2,831,220
Performance and Payment Bond	\$ 230,542
General Liability Insurance	\$ 230,542
Construction Contingency (Hard and Soft)	\$ 1,664,238
Architectural & Engineering Cost	\$ 1,050,000
Construction Interest & Fees	\$ 1,640,223
Reserves	\$ 234,490
Land Development Impact and Permit Processing Fees	\$ 3,262,275
Other Fees, Marketing & Furnishings	\$ 667,700
TCAC/CDLACFees	\$ 53,200
Accounting and Legal Fees	\$ 370,000
Developer's fee	\$ 4,416,294
Land & Acquisition Cost	<u>\$ 1,670,000</u>
Total Uses	\$38,543,724

**DOCUMENT SUBMISSION SCHEDULE**

<b>Documents</b>	<b>Due Date</b>
1. Construction Activities Reporting	Monthly, due by the 5 <sup>th</sup> of each month
2. Liability and Certificate of Workers' Compensation Insurance for Borrower and General Contractor (GC)	BORROWER – At the execution of this Agreement. GC – Before start of construction. Copies of Certificates must be filed and up-to-date throughout the course of the Project with COUNTY additionally insured.
3. Minority & Women Business Enterprise Report – HUD form 2516, and Section 3 Reporting	Semi-Annually– <b>March 1<sup>st</sup> &amp; September 15<sup>th</sup></b>
4. Section 504 Architect Certification	Beginning of Construction – initial letter End of Construction – final letter
5. Project Site Photos	Bimonthly, due by the 5 <sup>th</sup> of each month
6. The filing of the Notice of Completion	End of Construction
7. Certificate of Occupancy	End of Construction
8. Tenant Checklist Reporting	Close of Project; and Semi-Annually– <b>Sept 30<sup>th</sup> &amp; March 31<sup>st</sup></b>
9. Conditional/Unconditional Release for Final from GC, and if applicable, Sub-contractors	Close of Project
10. Project Completion Report	Close of Project
11. Final Development Cost - Sources and Uses	Close of Project
12. Final Cost Certification by CPA	Close of Project and Audits Completed
13. Final 15/30 Year Cash Flow Projection	Close of Project
14. Affirmative Fair Housing Marketing Plan, HUD form 935.2A	Marketing Stage
15. Management Plan	Marketing Stage
16. Tenant Selection Policy	Marketing Stage
17. Copy of Lease Agreement	Marketing Stage
18. Flyers, Community Contacts, Outreach, Press Releases, Grand Opening info	Marketing Stage
19. Project Operating Budget	Annual submission
20. Audited Yearly Income Expense Report for the Project	Annual submission

**EXHIBIT "B"**

EXEMPT RECORDING FEE CODE 6103

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

County of Riverside  
Housing, Homelessness Prevention and  
Workforce Solutions  
5555 Arlington Avenue  
Riverside, CA 92504  
Attn. Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST, SECURITY  
AGREEMENT AND FIXTURE FILING**

(WITH ASSIGNMENT OF RENTS)

This DEED OF TRUST AND ASSIGNMENT OF RENTS is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by Courtyards at Cottonwood, L.P., a California limited partnership, (hereinafter referred to as "Trustor"), whose address is c/o Rancho Belago Developers, Inc., 27700 Kalmia Avenue, Moreno Valley, CA 92555. The trustee is First American Title Company ("Trustee"). The beneficiary is the County of Riverside, a political subdivision of the State of California, (hereinafter called "Beneficiary"), whose address is 5555 Arlington Avenue, Riverside, CA 92504.

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee, its successors and assigns, in Trust, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION the following property (the "Trust Estate"):

(A) That certain fee interest in the real property in the City of Moreno Valley, County of Riverside, State of California more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (such interest in real property is hereafter referred to as the "Subject Property");

(B) All buildings, structures and other improvements now or in the future located or to be constructed on the Subject Property (the "Improvements");

(C) all tenements, hereditaments, appurtenances, privileges, franchises and other rights and interests now or in the future benefiting or otherwise relating to the Subject Property or the Improvements, including easements, rights-of-way and development rights (the "Appurtenances"). (The Appurtenances, together with the Subject Property and the Improvements, are hereafter referred to as the "Real Property");

(D) All rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the Trustor's use, management, operation leasing or occupancy of the Trust Estate, including those past due and unpaid (the "Rents");

(E) all present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the California



Uniform Commercial Code (the "UCC"), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, theater equipment, seating, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property, but not including personal property that is donated to Trustor (the "Goods," and together with the Real Property, the "Property"); and

(F) all present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written material (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the Ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements, and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (viii) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (ix) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (the "Intangibles").

Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estates described above in which a security interest may be created under the UCC (collectively, the "Personal Property"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "secured party" under the UCC and other applicable California law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under Section 9334 and 9502(b) of the UCC.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may elect, the following:

- i. due, prompt and complete observance, performance and discharge of each and every condition, obligation, covenant and agreement contained herein or contained in the following:
  - (a) that certain Promissory Note in favor of the Beneficiary ("County" therein) executed by Trustor ("Borrower" therein) of even date herewith (the "Note") in the principal amount of \$1,500,000.
  - (b) that certain Loan Agreement for the Use of HOME Program Funds dated \_\_\_\_\_, 2020 and recorded in the Official Records ("Official Records") of the County of Riverside concurrently herewith, between Trustor ("Borrower" therein) and Beneficiary ("County" therein) (the "HOME Loan Agreement"); and
  - (c) that certain Covenant Agreement dated \_\_\_\_\_, 2020 and recorded concurrently herewith in the Official Records, between Trustor ("Borrower" therein) and Beneficiary ("County" therein) ("Covenant Agreement").
- ii. payment of indebtedness of the Trustor to the Beneficiary not to exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (the "HOME Loan") according to the terms of the Note.

Said Note, HOME Loan Agreement and Covenant Agreement (collectively, referred to as the "Secured Obligations") and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof however evidenced, and additional advances evidenced by any note reciting that it is secured hereby. The Note, HOME Loan Agreement and Covenant Agreement as used herein shall mean, refer to and include the Note, HOME Loan Agreement and Covenant Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments, or attachments thereto (which are hereby incorporated herein by this reference). Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the HOME Loan Agreement.

The HOME Loan evidenced by the Note and secured by this Deed of Trust is being made pursuant to the HOME Investment Partnerships Program and the regulations issued thereunder (Title II, the Cranston-Gonzales National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), (24 C.F.R. Part 92) (the "HOME Program"). Pursuant to the HOME Loan Agreement, the maturity date of the HOME Loan shall be the later to occur of (i) July 1, 2077 or (ii) fifty five (55) years from recordation of the Notice of Completion for the last building completed as part of the Project (as defined in the HOME Loan Agreement) ("HOME Loan Term")

TRUSTOR COVENANTS that the Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the fee interest of the Property. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

**AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:**

1. That Trustor shall pay the Note at the time and in the manner provided therein, and perform the obligations of the Trustor as set forth in the HOME Loan Agreement and Covenant Agreement at the time and in the manner respectively provided therein.

2. That Trustor shall not permit or suffer the use of any of the property for any purpose other than the use set forth in the HOME Loan Agreement and Covenant Agreement.

3. That the Secured Obligations are incorporated in and made a part of the Deed of Trust. Upon default of a Secured Obligation, and after the giving of notice and the expiration of any applicable cure period, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be due and payable.

4. That all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the Beneficiary for the purpose of discharging the debt hereby secured. Permission is hereby given to Trustor so long as no default exists hereunder after the giving of notice and the expiration of any applicable cure period, to collect such rents, profits and income for use in accordance with the provisions of the HOME Loan Agreement and Covenant Agreement.

4a. That upon default hereunder or under any of the Secured Obligations and after giving notice and opportunity to cure, Beneficiary shall be entitled to the appointment of receiver by any court having jurisdiction, without notice, to take possession and protect the Property described herein and operate same and collect the rents, profits and income therefrom

5. **Payment of Principal and Interest; Prepayment and Late Charges.** Trustor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

6. **Taxes and Insurance.** Trustor shall pay before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Deed of Trust, directly to the person owed payment. Trustor shall promptly furnish to Beneficiary receipts evidencing the payments.

a. Should Trustor fail to make any payment or to do any act herein provided, then Beneficiary or Trustee, but without obligation so to do and upon written notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

7. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Beneficiary under **Section 5** shall be applied: first, to interest due; second, to principal due; and last, to any late charges due under the Note.

8. **Prior Deeds of Trust; Charge; Liens.** Trustor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any, subject to applicable cure periods directly

to the person owed payment. Trustor shall pay these obligations in the manner provided in **Section 6**.

a. Except for the liens permitted in writing by the Beneficiary, Trustor shall promptly discharge any other lien which shall have attained priority over this Deed of Trust unless Trustor: (1) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (2) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Beneficiary's opinion operate to prevent the enforcement of the lien; or (3) bond around the lien (4) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust. Except for the liens approved herein, if Beneficiary determines that any part of the Property is subject to a lien which may attain priority over this Deed of Trust, Beneficiary may give Trustor a notice identifying the lien. Trustor shall satisfy such lien or take one or more of the actions set forth above within 30 days of the giving of notice.

**9. Priority of HOME Deed of Trust.** During the construction phase lien priority shall be: (1) first priority deed of trust for the benefit of Citi, N.A.. ("Citi") securing a construction loan for the Project in an amount up to \$ 25,000,000 ("Citi Construction Senior Loan"); (2) second priority deed of trust for the benefit of the Moreno Valley Housing Authority Loan securing \$6,050,680.67 (the "City Loan"), respectively for a total loan amount of \$ 28,650,680.67 (the Citi Construction Senior Loan and the City Loan collectively hereafter, the "Senior Loans"); (3) third priority deed of trust for the benefit of the County of Riverside securing the County HOME Loan up to \$1,500,000 ("County HOME Loan"). Lien priority upon conversion shall be as follows: (1) first priority shall be the Citi, N.A. Permanent Loan; (2) second priority deed of trust for the benefit of Moreno Valley Housing Authority securing the City Loan; (3) third priority deed of trust for the benefit of the County of Riverside securing the County HOME Loan. The term "conversion" used herein shall mean the date upon which (i) the Deed of Trust securing the Citi Construction Senior Loan is fully reconveyed, and (ii) deed of trust securing the Citi Permanent Loan has been recorded in the Official Records and all other Loan funds have been disbursed and received by Borrower.

Beneficiary hereby agrees to execute any and all documents necessary to effectuate such priority, including, but not limited to subordination agreements first approved as to form and content by Beneficiary and Beneficiary's legal counsel.

**10. Hazard or Property Insurance.** Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods as required in the HOME Loan Agreement. The insurance carrier providing the insurance shall be chosen by Trustor subject to Beneficiary's approval which shall not be unreasonably withheld. If Trustor fails to maintain coverage described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with **Section 12**.

a. All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Trustor complies with the insurance requirements under this Deed of Trust and the HOME Loan Agreement. Trustor shall promptly give to Beneficiary certificates of insurance

showing the coverage is in full force and effect and that Beneficiary is named as additional insured. In the event of loss, Trustor shall give prompt notice to the insurance carrier, the Senior Lien Holder, if any, and Beneficiary. Beneficiary may make proof of loss if not made promptly by the Senior Lien Holder, if any, or the Trustor.

b. Unless Beneficiary and Trustor otherwise agree in writing and subject to the rights of senior lenders, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Trustor determines that such restoration or repair is economically feasible and there is no default continuing beyond the expiration of all applicable cure periods. If Trustor determines that such restoration or repair is not economically feasible or if a default exists after expiration of all applicable cure periods, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. If the Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within 30 days from the date notice is mailed by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

c. Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of Note. If under **Section 27** the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

d. Notwithstanding the above, the Beneficiary's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of a Senior Lien Holder, if any, to collect and apply such proceeds in accordance with a Senior Lien Holder Deed of Trust.

**11. Preservation, Maintenance and Protection of the Property; Trustor's Loan Application; Leaseholds.** Trustor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property; normal wear and tear excepted. Trustor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Trustor may cure such a default and reinstate, as provided in **Section 23**, by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of the Trustor's interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. Trustor shall also be in default if Trustor, during the loan application process, gave materially false or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Trustor's use of Property for affordable housing. If this Deed of Trust is on a leasehold, Trustor shall comply with all provisions of the lease. If Trustor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Beneficiary agrees to the merger in writing.

a. The Trustor acknowledges that this Property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the Property is located), limiting the Property's use to "low-income housing" within the meaning of the HOME Program. The use and occupancy restrictions may limit the Trustor's ability

to rent the Property. The violation of any use and occupancy restrictions may, if not prohibited by federal law, entitle the Beneficiary to the remedies provided in **Section 27** hereof.

12. **Protection of Beneficiary's Rights in the Property.** If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then, subject to any applicable grace periods or cure periods, Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien which has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Beneficiary may take action under this **Section 12**, Beneficiary does not have to do so.

a. Any amounts disbursed by Beneficiary under this **Section 12** shall become additional debt of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Beneficiary to Trustor requesting payment.

13. **Reserved.**

14. **Inspection.** Beneficiary or its agent may make reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor at least forty-eight (48) hours advanced notice in connection with an inspection specifying reasonable cause for the inspection.

15. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary, subject to the terms of a Senior Lien Holder Deed of Trust, if any.

a. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Trustor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the taking, unless Trustor and Beneficiary otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Trustor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Trustor and Beneficiary otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due. Notwithstanding the foregoing, so long as the value of Beneficiary's lien is not impaired, any condemnation proceeds may be used by Trustor for repair and/or restoration of the project.

b. If the Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemner offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within 30 days after the date the notice is given, Beneficiary is authorized to collect

and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

c. Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in **Sections 5 and 6** or change the amount of such payments.

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

17. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Trustor, subject to the provisions of **Section 22**. Trustor's covenants and agreements shall be joint and several.

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

19. **Notices.** Any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Trustor's mailing address stated herein or any other address Trustor designates by notice to Beneficiary. All such notices to Trustor shall also be provided to the investment limited partner at the address set forth in the HOME Loan Agreement. Any notice to Beneficiary shall be given by first class mail to Beneficiary's address stated herein or any other address Beneficiary designates by notice to Trustor. Any notice required to be given to a Senior Lien Holder shall be given by first class mail to such other address the Senior Lien Holder designates by notice to the Trustor. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given as provided in this Section.

20. **Governing Law; Severability.** This Deed of Trust shall be governed by federal law and the laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Note are declared to be severable. Any action at

law or in equity arising under this Deed of Trust or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Superior Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

21. **Trustor's Copy.** Trustor shall be given one conformed copy of the Note and of this Deed of Trust.

22. **Transfer of the Property or a Beneficial Interest in Trustor.** Except as otherwise allowed under the HOME Loan Agreement, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Beneficiary's prior written consent (including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for "low-income housing" within the meaning of the HOME Program) Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Deed of Trust. Nothing in this Deed of Trust shall be deemed to require Beneficiary's approval of a transfer of a limited partnership interest in the Trustor or of a conveyance of an easement interest in the Property for utility purposes.

a. If Beneficiary exercises the aforementioned option, Beneficiary shall give Trustor and the Senior Lien Holder, prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Trustor must pay all sums secured by this Deed of Trust. If Trustor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Trustor.

b. Notwithstanding anything to the contrary contained herein, upon written notice to Beneficiary, Trustor may (i) admit limited partners to Trustor, and provide for the purchase of any such limited partnership interest or interests by Trustor's general partner; (ii) remove for cause any General Partner by a limited partner of the Trustor, and the replacement thereof, pursuant to the Partnership Agreement, provided Beneficiary receives 5 business days advance written notice of such removal. Without limiting Trustor's obligation to provide advance notice of such removal for cause of any General Partner by a limited partner and the replacement thereof set forth in the immediately preceding sentence, amendments to the Partnership Agreement required to effectuate the Permitted Transfer set forth in this clause (ii) shall not require the consent of the Beneficiary; provided, however, Trustor shall provide Beneficiary with an executed copy of such amended agreement within 10 days of execution thereof; (iii) the lease for occupancy of all or any of the HOME-Assisted Units (as defined in the HOME Loan Agreement); (iv) the granting of easements or permits to facilitate the development of the Property in accordance with the HOME Loan Agreement; and (v) the withdrawal and/or replacement of any limited partner of Trustor, (collectively a "Permitted Transfer"). All Permitted Transfers shall be subject to reasonable review of documentation by the Beneficiary.

23. **Trustor's Right to Reinstate.** If Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Trustor: (a) pays Beneficiary



all sums which then would be due under this Deed of Trust and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Trustor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under **Section 22**.

24. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without prior notice to Trustor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Trustor will be given written notice of the change in accordance with **Section 19** above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

25. **No Assignment.** The Note and this Deed of Trust shall not be assigned by Trustor without the Beneficiary's prior written consent and the consent of the Senior Lender.

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

a. Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified in writing by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

b. As used in this **Section 26**, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, excluding household products in normal quantities. As used in this **Section 26**, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

27. **Acceleration; Remedies.** Beneficiary shall give notice to Trustor prior to acceleration following Trustor's breach of any covenant or agreement in this Deed of Trust. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, which shall not be more than ten (10) calendar days from the date of the mailing of the notice for a

monetary default, or a date, which shall not be more than thirty (30) calendar days from the mailing of the notice for a non-monetary default, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Trustor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Trustor to acceleration and sale. If the default is not cured by the Trustor on or before the date specified in the notice, and the Senior Lien Holder or the investor limited partner have not cured the default within that same period, subject to any non-recourse provisions set forth in Section 8 of the Note, then Beneficiary at its option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this **Section 27**, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

a. If Beneficiary invokes the power of sale, Beneficiary or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Trustor, the investor limited partner, the Senior Lien Holder and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Trustor, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Property at any sale.

b. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

28. **Release.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall release this Deed of Trust without charge to Trustor. Trustor shall pay any recordation costs. The lien of the Covenant Agreement shall not be released or reconveyed until the expiration of the term set forth therein notwithstanding the payment of all sums secured by this Deed of Trust.

29. **Substitute Trustee.** Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

30. **Modifications of Senior Loan Documents.** Any agreement or arrangement, in which a Senior Lender waives, postpones, extends, reduces, or modifies any provisions of the Senior Lien Holder Deed of Trust or any other Senior Lenders loan documents, including any provisions requiring the payment of money, shall require the prior written approval of Beneficiary.

31. **Prohibition against tenancy under foreclosure.** Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or

contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

32. **General Partner Change.** Except as otherwise provided in the HOME Loan Agreement, the withdrawal, removal, and/or replacement of a non-Affiliate general partner of the Trustor pursuant to the terms of the Partnership Agreement shall not constitute a default under any of the Secured Obligations, and any such actions shall not accelerate the maturity of the HOME Loan, provided that any required substitute general partner is reasonably acceptable to Beneficiary and is selected with reasonable promptness, subject to Section 22.b above. Any proposed General Partner replacement shall have the qualifications and financial responsibility as reasonably determined by Beneficiary necessary and adequate to fulfill the obligations undertaken in the HOME Loan Agreement, as amended.

33. **Removal, Demolition or Alteration of Personal Property and Fixtures.** Except to the extent permitted by the following sentence, no personal property or fixtures shall be removed, demolished or materially altered without the prior written consent of the Beneficiary. Trustor may remove and dispose of, free from the lien of this Deed of Trust, such personal property and fixtures as from time to time become worn out or obsolete, providing that, (a) the same is done in the ordinary course of business, and (2) either (i) at the time of, or prior to, such removal, any such personal property or fixtures are replaced with other personal property or fixtures which are free from liens other than encumbrances permitted hereunder and which have a value at least equal to that of the replaced personal property and fixtures (and by such removal replacement Trustor shall be deemed to have subjected such replacement personal property and fixtures to the lien of this Deed of Trust), or (ii) such personal property and fixtures may not require replacement if functionally, economically or operationally obsolete and so long as the fair market value of and operational efficiency of the Project is not reduced or adversely effected thereby.

[Remainder of Page Blank]

[Signatures on Following Page]

**BY SIGNING BELOW, TRUSTOR accepts and agrees to the terms and covenants contained in this Deed of Trust.**

TRUSTOR:

Courtyards at Cottonwood, LP,  
a California limited partnership

By: RBD Cottonwood, LLC  
a California limited liability company  
Its: Administrative General Partner

By: Rancho Belago Developers, Inc., a California  
corporation, its sole member

By: \_\_\_\_\_  
James M. Jernigan, President

Date: \_\_\_\_\_

**(Signature needs to be notarized)**

**< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >**

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

#### SITE

THOSE PORTIONS OF PARCELS 1, 2, 3, AND 4, AND LOT "C" OF PARCEL MAP NO. 8073, IN THE CITY OF MORENO VALLEY, AS RECORDED IN PARCEL MAP BOOK 30, PAGE 20, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL MAP;

THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SAID PARCEL MAP, A DISTANCE OF 117.50 FEET TO A POINT BEING 25.00 FEET, MEASURED ALONG SAID EAST LINE, FROM THE CENTERLINE OF SAID LOT C, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 100.00 FEET, WITH A RADIAL BEARING OF NORTH 00°00'00" WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°23'22", A DISTANCE OF 28.60 FEET;

THENCE NORTH 73°36'38" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 45.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°27'37", A DISTANCE OF 65.55 FEET;

THENCE NORTH 89°59'10" WEST, A DISTANCE OF 449.76 FEET, TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THAT CERTAIN COURSE OF PARCEL 1 OF SAID PARCEL MAP, WHOSE COURSE BEARS NORTH 00°00'30" WEST, WITH A DISTANCE OF 100.00 FEET;

THENCE NORTHERLY ALONG SAID PROLONGATION NORTH 00°00'30" WEST, A DISTANCE OF 25.00 FEET, TO THE SOUTHERLY TERMINUS OF SAID CERTAIN COURSE;

THENCE NORTH 89°59'10" WEST ALONG THAT CERTAIN COURSE OF PARCEL 1 OF SAID PARCEL MAP, WHOSE COURSE BEARS NORTH 89°59'10" WEST, WITH A DISTANCE OF 50.00 FEET, A DISTANCE OF 36.00 FEET, TO A NORTHWEST CORNER OF SAID PARCEL 1 THAT LIES 44.00 FEET EAST OF THE CENTERLINE OF INDIAN ST. AS SHOWN ON SAID PARCEL MAP;

THENCE SOUTH 0°00'30" EAST ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 493.09 FEET TO A SOUTHWEST CORNER OF SAID PARCEL MAP;

THENCE SOUTH 45°00'15" EAST ALONG THE LINE OF SAID PARCEL MAP, A DISTANCE OF 32.52 FEET, TO A SOUTHWEST CORNER OF SAID PARCEL MAP THAT LIES 44.00 FEET NORTH OF THE CENTERLINE OF COTTONWOOD AVE. AS SHOWN ON SAID PARCEL MAP;

THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL MAP, A DISTANCE OF 593.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL MAP;

THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE OF SAID PARCEL MAP, A DISTANCE OF 498.44 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 305,428 SQUARE FEET, MORE OR LESS.

# **EXHIBIT “C”**

**PROMISSORY NOTE (HOME Loan)**

**\$1,500,000**

**Riverside, CA**

In installments as hereafter stated, for value received, COURTYARDS AT COTTONWOOD, L.P., a California limited partnership ("Borrower"), promises to pay the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), or order, at 5555 Arlington Avenue, Riverside, CA 92504, the sum of One Million Five Hundred Thousand and No/100 Dollars (U.S. \$1,500,000.00) (the "HOME Loan" or "Note Amount") which at the time of payment is lawful for the payment of public and private debts.

This Promissory Note ("Note") is given in accordance with that certain Loan Agreement for the Use of HOME program funds executed by COUNTY and Borrower, dated as of \_\_\_\_\_, 2020 and recorded in the Official Records ("Official Records") of the County of Riverside on or about the date hereof (the "HOME Loan Agreement"). Except to the extent otherwise expressly defined in this Note, all capitalized terms shall have the meanings ascribed to such terms in the HOME Loan Agreement. The Note is secured by a Deed of Trust and Assignment of Rents executed by Borrower for the benefit of the County dated \_\_\_\_\_, 2020 and recorded on or about the date hereof in the Official Records (the "HOME Deed of Trust" or "Deed of Trust"). The rights and obligations of the Borrower and COUNTY under this Note shall be governed by the HOME Loan Agreement and the following terms:

- (1) The HOME Loan evidenced by this Note and secured by the Deed of Trust are being made pursuant to the HOME Investment Partnerships Program and the regulations issued thereunder (Title II, the Cranston-Gonzales National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), (24 C.F.R. Part 92) (the "HOME Program"). Borrower agrees for itself, its successors and assigns, that the use of the Property shall be subject to the restrictions on rent and occupancy set forth in the HOME Program regulations, the HOME Loan Agreement and that certain Covenant Agreement dated on or about the date hereof and recorded concurrently herewith in the Official Records, between Borrower and County.
- (2) That the HOME Loan will accrue simple interest at a rate of one percent (1%) per annum, except in the case of default as hereinafter provided, and shall be repaid on an annual basis from the Project's Residual Receipts as defined herein. Interest will accrue 30 days from the date of recordation of the Notice of Completion in the Official Records.
- (3) This Note shall be repaid according to the following: Fifty percent (50%) of the Project's Residual Receipts shall be used towards the payment of the loans secured by the Project, which includes the HOME Loan, and the Moreno Valley Housing Authority loan ("Residual Receipts Loans"). The payment shall be split pro-rata between each Residual Receipts Loan based on the percentage of each respective loan amount according to its share of the total amount of all such loans, until the HOME Note is repaid in full; and fifty percent (50%) of the Project's Residual Receipts will be paid to Borrower.
- (4) The Project's Residual Receipts shall be determined based on an annual review of certified financial statements for the Project. Annual audited financial statements shall be submitted by BORROWER within one hundred twenty (120) days following the close of the Project fiscal year commencing on April 1 of the first full calendar year following the recordation of the Notice of Completion. All outstanding principal along with accrued interest shall be due upon maturity of the HOME Loan Agreement, which shall be the later to occur of (i)



July 1, 2077 or (ii) fifty-five (55) years from and after the recordation of the Notice of Completion (the "HOME Loan Term"). The first payment shall be due on July 1<sup>st</sup> in the first full calendar year following the date of the recordation of the Notice of Completion for the Project, to the extent of available Residual Receipts, as set forth herein. Subsequent payments shall be made on July 1<sup>st</sup> thereafter to the extent of available Residual Receipts until sooner of full repayment of the HOME Loan or the HOME Loan maturity date as set forth above.

- (5) The Project's Residual Receipts shall be determined based on an annual review of certified financial statements for the Project. Annual audited financial statements shall be submitted by BORROWER to COUNTY within one hundred twenty (120) days following the close of the Project fiscal year commencing on April 1st of the first full calendar year following the recordation of the Notice of Completion. All outstanding principal along with accrued interest shall be due upon the maturity date of the HOME Note and the expiration of the HOME Loan Term as set forth in Section 4(a). The first payment from BORROWER to COUNTY shall be due on July 1st in the first full calendar year following the date of the recordation of the Notice of Completion, to the extent of available Residual Receipts, as set forth herein. Subsequent payments shall be made on July 1st thereafter to the extent of available Residual Receipts until the earlier of full repayment of the HOME Loan or the HOME Loan maturity date as set forth above. The term "Project Residual Receipts" used herein shall mean the gross rental income from all residential and non-residential components of the Project, proceeds from loss of rent insurance, and any other income to the Developer derived from the ownership, operation and management of the Property, not including interest on required reserve accounts, less the following operating expenses:
- a) auditing and accounting fees;
  - b) a reasonable property management fee not to exceed \$55 per unit per month, increased annually by an amount equal to the increase in the Consumer Price Index for Los Angeles-Riverside-Orange County, CA area ("CPI"), provided, however, that in the event of a decrease in the CPI, the property management fee shall remain the same as the immediate preceding year;
  - c) Operating Expenses (any expense reasonably and normally incurred in carrying out the Project's day-to-day activities, which shall include administration, on-site management, utilities, on-site staff payroll, payroll taxes, and maintenance);
  - d) replacement reserves, established in a separate account from operating reserves, limited to \$600 per unit per year for all units in the Project, as defined in Exhibit A;
  - e) Operating Reserves replenishment in an amount up to \$25,000;
  - f) deferred developer's fee in the amount of approximately \$1,500,000;
  - g) general partner asset management annual fees which shall be no more than \$25,000, increased by no more than 3% annually;
  - h) an annual limited partner asset management fee not to exceed \$8,500 which fee shall be increased annually by 3% during each year of the tax credit compliance period for the Project, and thereafter any further increases shall not be permitted without the written approval of the County's Director of Department of Housing, Homelessness Prevention and Workforce Solutions in his/her discretion;
  - i) payments of principal and interest on amortized loans and indebtedness senior to the HOME Loan, which have been approved by COUNTY (collectively, the "Senior Debt"); and
  - j) COUNTY's Annual Monitoring Fee in the total annual amount of \$4,000 for the County HOME Loan

- k) Moreno Valley Housing Authority Monitoring Charge in the total annual amount of \$4,000, increased by no more than 4% annually.

The calculation of operating expenses shall be subject to the reasonable approval of the County's Director HHPWS or designee.

Operating expenses shall not include repayment of advances to the Borrower from its limited partner(s), general partner(s), their affiliate(s) and/or third parties (including without limitation, any advances or reimbursements for any portion of the Deferred Developer's Fee to pay any construction cost overruns) (collectively a "Partnership Loan"); provided, however, such Partnership Loan may be authorized by the County's Director HHPWS, or designee, in his/her sole discretion, upon written request received by the County. In considering such Borrower request for approval of a Partnership Loan, County's Director HHPWS, or designee, will consider the following: (i) whether such request was made pursuant to the terms of the Partnership Agreement, (ii) if a Project deficit exists and written evidence of such deficit is provided to the County's Director HHPWS, or designee, (iii) Borrower has demonstrated to Authority, in writing, that the requested loan is the only available means of relieving such deficit, (iv) the County's Director HHPWS, or designee, approves the loan terms, including, but not limited to the loan amount, interest rate, and maturity date. The County's Director HHPWS, or designee, shall retain the right, in its discretion, to defer such approval to the County's Board of Supervisors. Failure by the County's Director HHPWS, or designee, to respond to such request within 30 days of the County's receipt of such written notice shall be deemed disapproval of such request.

- (6) The HOME Loan evidenced by this Note is secured by that certain HOME Deed of Trust and Assignment of Rents executed by Borrower for the benefit of the County, dated on or about the date hereof and recorded in the Official Records of the County of Riverside on or about the date hereof ("Deed of Trust").
- (7) This Note may be prepaid in whole or in part by the undersigned at any time without prepayment penalty or premium, provided however notwithstanding such prepayment, Borrower shall be required to adhere to the affordability restrictions contained in the Covenants until the expiration of the term contained therein.
- (8) Subject to the provisions and limitations of this Paragraph 8, the obligation to repay the Note Amount is a nonrecourse obligation of Borrower and its partners. Neither Borrower nor its partners shall have any personal liability for repayment of the Note Amount, except as provided in this Paragraph 8. The sole recourse of the County shall be the exercise of its rights against the Property (or any portion thereof) and any related security for the HOME Loan; provided, however, that the foregoing shall not (i) constitute a waiver of any other obligation evidenced by this Note or the Deed of Trust; (ii) limit the right of the COUNTY to name Borrower as a party defendant in any action or suit for judicial foreclosure and sale under this Note and the Deed of Trust or any action or proceeding hereunder so long as no judgment in the nature of a deficiency judgment shall be asked for or taken against Borrower; (iii) release or impair either this Note or the Deed of Trust; (iv) prevent or in any way hinder the COUNTY from exercising, or constitute a defense, an affirmative defense, a counterclaim or other basis for relief in respect of the exercise of, any other remedy against the mortgaged Property or any other instrument securing this Note or as prescribed by law or in equity in case of default; (v) prevent or in any way hinder the COUNTY from exercising, or constitute a defense, an affirmative defense, a

counterclaim or other basis for relief in respect of the exercise of, its remedies in respect of any deposits, insurance proceeds, condemnation awards or other monies or other collateral or letters of credit securing this Note; or (vi) affect in any way the validity of any guarantee or indemnity from any person of all or any of the obligations evidenced and secured by this Note and the Deed of Trust. Notwithstanding the first sentence of this Section 8, the COUNTY may recover directly from Borrower or, unless otherwise prohibited by any applicable law, from any other party: (a) any damages, costs and expenses incurred by the COUNTY as a result of fraud, misrepresentation or any criminal act or acts of Borrower or any general partner, shareholder, officer, director or employee of Borrower, or of any member or general partner of Borrower, or of any general partner of such member or general partner; (b) any damages, costs and expenses incurred by the COUNTY as a result of any misappropriation of funds provided to pay costs as described in the HOME Loan Agreement, rents and revenues from the operation of the Project, or proceeds of insurance policies or condemnation proceeds; (c) any misappropriation of rental proceeds resulting in the failure to pay taxes, assessments, or other charges that could create statutory liens on the Project and that are payable or applicable prior to any foreclosure under the Deed of Trust; (d) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; (e) any and all amounts owing by Borrower pursuant to any indemnity set forth in the HOME Loan Agreement and/or Deed of Trust or the indemnification regarding Hazardous Substances pursuant to the HOME Loan Agreement and/or Deed of Trust, and (f) all court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions.

(9) The occurrence of any of the following events shall constitute an "Event of Default" under this Note after notice and opportunity to cure pursuant to the terms set forth in the HOME Loan Agreement:

a. Monetary Default. (1) Borrower's failure to pay when due any sums payable under the HOME Note or any advances made by COUNTY under this Agreement, (2) Borrower's or any agent of Borrower's use of HOME funds for costs other than those costs permitted under the HOME Loan Agreement or for uses inconsistent with terms and restrictions set forth in this Agreement, (3) Borrower's or any agent of Borrower's failure to make any other payment of any assessment or tax due under the HOME Loan Agreement, and /or (4) default past any applicable notice and cure period under the terms of (i) that certain Deed of Trust executed by Borrower for the benefit of Citibank, N.A. securing a construction loan in a principal amount up to \$25,000,000, (ii) that certain Deed of Trust for the benefit of Citibank, N.A. the permanent Senior Loan in a principal amount up to \$9,640,000, (iii) that certain Deed of Trust for the benefit of the Moreno Valley Housing Authority Loan in a principal amount of \$6,050,682.47 and (iv) any other instrument or document secured against the Property;

b. Non-Monetary Default - Operation. (1) Discrimination by Borrower or Borrower's agent on the basis of characteristics prohibited by this Agreement or applicable law, (2) the imposition of any encumbrances or liens on the Project without COUNTY's prior written approval that are prohibited under this agreement or that have the effect of reducing the priority or invalidating the lien of the HOME Deed of Trust, (3) Borrower's failure to obtain and maintain the insurance coverage required under the HOME Loan Agreement, (4) any material default under the HOME Loan Agreement, HOME Deed of Trust with Assignment of Rents, Covenant Agreement, HOME Note, or any document executed by the County in connection with this Agreement, and/or (4) default past any applicable notice and cure period under the terms of the HOME Deed of Trust or any other instrument or document

secured against the Property;

c. General Performance of Loan Obligations. Any substantial or continuous or repeated breach by Borrower or Borrower's agents of any material obligations on Borrower imposed in the HOME Loan Agreement; and

d. General Performance of Other Obligations. Any substantial or continuous or repeated breach by Borrower or Borrower's agents of any material obligations on the Project imposed by any other agreement with respect to the financing, development, or operation of the Project; whether or not COUNTY is a party to such agreement.

- (10) COUNTY shall give written notice of default to Borrower, specifying the default complained of by the COUNTY. Borrower shall have ten (10) calendar days from the mailing of the notice for a monetary default, by which such action to cure must be taken. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.
- (11) Any failures or delays by COUNTY 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 COUNTY in asserting any of its rights and remedies shall not deprive COUNTY 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.
- (12) If the rights created by this Note shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the remaining obligations shall be completely performed and paid. In the event that any provision or clause of this Note conflicts with applicable law, such conflict will not affect other provisions of this Note which can be given effect without the conflicting provision, and to this end the provisions of the Note are declared to be severable.
- (13) Borrower hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this Note, and expressly agrees that, without in any way affecting the liability of Borrower hereunder, the COUNTY may extend any maturity date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder and release any security now or hereafter securing this Note. Borrower further waives, to the full extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Note, or on any deed of trust, security agreement, guaranty or other agreement now or hereafter securing this Note.
- (14) Should default be made in payment of principal and interest when due and such default shall continue beyond the applicable notice and cure period provided in the HOME Loan Agreement, the whole sum of principal and interest shall become immediately due at the option of the holder of this Note. Principal and interest are payable in lawful money of the United States. If action be instituted on this Note, the undersigned promises to pay such sums as the Court may fix as attorney's fees.
- (15) This Note has been negotiated and entered in the State of California, and shall be governed by, construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California. Any action at law or in equity arising under this Note or brought by a party

hereto for the purpose of enforcing, construing or determining the validity of any provision of this Note shall be filed in the Superior Court of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

- (16) No modification, rescission, waiver, release or amendment of any provision of this Note shall be made except by a written agreement executed by Borrower and the duly authorized representative of the COUNTY.
- (17) The COUNTY may, in its sole and absolute discretion, assign its rights under this Note and its right to receive repayment of the Note Amount without obtaining the consent of Borrower.
- (18) In no event shall Borrower assign or transfer any portion of this Note or any rights herein without the prior express written consent of the COUNTY, which consent the COUNTY may give or withhold in its sole and absolute discretion. In the absence of specific written agreement by the COUNTY, no unauthorized assignment or transfer, or approval thereof by the COUNTY, shall be deemed to relieve Borrower or any other party from any obligations under the HOME Loan Agreement or this Note. This provision shall not affect or diminish the COUNTY's assignment rights under this Note.
- (19) Except as to the permitted deeds of trust identified herein, Borrower shall not encumber the Property for the purpose of securing financing either senior or junior in priority or subordinated to the Deed of Trust without the prior written approval of the COUNTY in its sole and absolute discretion.
- (20) The relationship of Borrower and the COUNTY pursuant to this Note is that of debtor and creditor and shall not be, or be construed to be, a joint venture, equity venture, partnership or other relationship.
- (21)
  - (a) Formal notices, demands and communications between the County and Borrower shall be deemed sufficiently given if made in writing and dispatched by any of the following methods to the addresses of the COUNTY and Borrower as set forth below: (i) registered or certified mail, postage prepaid, return receipt requested (in which event, the notice shall be deemed delivered on the date of receipt thereof); (ii) electronic facsimile transmission, followed on the same day by delivery of a "hard" copy via first-class mail, postage prepaid (in which event, the notice shall be deemed delivered on the date of its successful facsimile transmission as evidenced by a facsimile confirmation or "kick-out" sheet); or (iii) personal delivery, including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service (in which event, the notice shall be deemed delivered on the documented date of receipt). 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.
  - (b) The address of the COUNTY for purposes of receiving notices pursuant to this Note shall be 5555 Arlington Avenue, Riverside, California 92504, Attention: Director HHPWS. The facsimile number for the COUNTY's receipt of notices is (951) 352-4852.
  - (c) The address of Borrower for purposes of receiving notices pursuant to this Note is 27700 Kalmia Avenue, Moreno Valley, CA 92555, Attention: President, with a copy to Borrower's limited partner, CREA Courtyards at Cottonwood, L.P., 30 S. Meridian Street, Suite 400, Indianapolis, IN 46204, , Attention: Charles Anderson.

- (22) The captions and headings in this Note are for convenience only and are not to be used to interpret or define the provisions hereof.
- (23) The undersigned, if comprising more than one person or entity, shall be jointly and severally liable hereunder.
- (24) This Note shall be binding upon Borrower and its heirs, successors and assigns, and shall benefit the COUNTY and its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first set forth above.

TRUSTOR:

Courtyards at Cottonwood, LP,  
a California limited partnership

By: RBD Cottonwood, LLC  
a California limited liability company  
Its: Administrative General Partner

By: Rancho Belago Developers, Inc.,  
a California, its sole member

By: \_\_\_\_\_  
James M. Jernigan, President

Date: \_\_\_\_\_

**EXHIBIT "D"**

**RIVERSIDE COUNTY**

**SECTION 3**

**24 CFR PART 135**

**ECONOMIC OPPORTUNITIES FOR  
LOW-AND VERY LOW-INCOME PERSONS**

**CONTRACT REQUIREMENTS**

**RIVERSIDE COUNTY**

**I. Section 135.1 Purpose**



The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

**Section 135.30 Numerical Goals for Meeting the Greatest Extent Feasible Requirement**

A. GENERAL

- (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (2) The goals established in this section apply to the entire amount of the Section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule - (October 1, 1994).
- (3) For Recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (4) The numerical goals established in this Section represent minimum numerical goals.

B. TRAINING AND EMPLOYMENT

The numerical goals set forth in this Section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all levels.

Recipients of Section 3 covered community development assistance, and their contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995 (October 1, 1994 to September 30, 1995),
- (ii) 20 percent of the aggregate number of the new hires for the one year period beginning in FY 1996 (October 1, 1995 to September 1996); and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter (October 1, 1996 and thereafter).

C. CONTRACTS

Numerical goals set forth in this Section apply to contracts awarded in connection with all Section 3 covered project and Section 3 covered activities. Each recipient and contractor and subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

- (1) At least 10 percent to of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

**D. SAFE HARBOR AND COMPLIANCE DETERMINATIONS**

- (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements.
- (2) In evaluating compliance, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in Sec. 135.40, which were provided in its efforts to comply with Section 3 and the requirement of this part.

**III. SECTION 135.34 Preference for Section 3 Residents in Training and Employment Opportunities.**

- A. Order of providing preference. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in this section.
- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
    - (i) Section 3 residents residing in the Riverside or San Bernardino County (collectively, referred to as category 1 residents); and
    - (ii) Participants in HUD Youth build programs (category 2 residents).
    - (iii) Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the Riverside or San Bernardino County shall be given the highest priority;
- B. Eligibility for Preference: A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Sec. 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

- C. Eligibility for employment: Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

**IVSECTION 135.36 Preference for Section 3 Business Concerns in Contracting Opportunities.**

- A. Order of Providing Preference: Recipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in this section.
  - (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
    - (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the Riverside or San Bernardino County (category 1 businesses); and
    - (ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
    - (iii) Other Section 3 business concerns.
- B. Eligibility for Preference: A Business Concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the Business Concern is a Section 3 Business Concern as defined in Section 135.5.
- C. Ability to Complete Contract: A Section 3 Business Concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b) (8)). This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

**SECTION 135.38 Section 3 Clause.**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 35 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**VI. SECTION 135.40 Providing Other Economic Opportunities**

- A. General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.
- B. Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance

positions within other housing developments; and hiring Section 3 residents in part-time positions.

C. Other business related economic opportunities:

- (1) A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 Business Concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 Joint Ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from Public Housing Agency resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economics opportunities to low-income persons.
- (2) A Section 3 Joint Venture means an association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the Business Concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:
  - (i) Is responsible for clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
  - (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

**VII. SECTION 135.5 Definitions.**

As used in this part:

**Applicant** means any entity which makes an application for Section 3 covered assistance and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

**Assistant Secretary** means the Assistant Secretary for Fair Housing and Equal Opportunity.

**Business Concern** means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

**Contract.** See the definition of "Section 3 covered contract" in this section.

**Contractor** means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

**Department or HUD** means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

**Employment opportunities generated by Section 3 covered assistance** means (with respect to Section 3 covered housing and community development assistance), this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3(a) (2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs, include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Housing and community development assistance** means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

**Housing development** means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

**HUD Youth build Programs** means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low and very low-income families.

**Low income person.** See the definition of "Section 3 Resident" in this section.

**New hires** mean full-time employees for permanent, temporary, or seasonal employment opportunities.

**Public Housing resident** has the meaning given this term in 24 CFR Part 963.

**Recipient** means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit or local government, PHA, Indian Housing Authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, PARTICIPANT, developer, limited dividend sponsor, builder, property manager, community development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Secretary** means the Secretary of Housing and Urban Development.

**Section 3** means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

**Section 3 Business Concern** means a business concern, as defined in this Section:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in Sections (1) or (2) in this definition of "Section 3 Business Concern"

**Section 3 Clause** means the contract provisions set forth in Sec. 135.38.

**Section 3 covered activity** means any activity which is funded by Section 3 covered assistance public and Indian housing assistance.

**Section 3 covered assistance** means:

- (1) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
  - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement):
  - (ii) Housing construction; or
  - (iii) Other public construction project (which includes other buildings or improvements regardless of ownership).

**Section 3 covered contract** means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

**Section 3 covered project** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Section 3 resident** means:

- (1) A public housing resident; or
- (2) An individual who resides in the San Bernardino or Riverside County, and who is:
  - (i) A low income person, is defined as families whose incomes do not exceed 80 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
  - (ii) A very low income person, is defined as families whose incomes do not exceed 50 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
  - (iii) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

**Subcontractor** means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

**Very low income person.** See the definition of "Section 3 resident" in this section.



**RIVERSIDE COUNTY  
 CONTRACTOR CERTIFICATION**

**REGARDING STATUS AS A SECTION 3 BUSINESS CONCERN**

I, \_\_\_\_\_, hereby certify that the business  
 (print name and title)

known as \_\_\_\_\_  
 (print business name)

- \_\_\_\_\_ is not a Section 3 business. (Please complete the bottom section.)
- \_\_\_\_\_ is a Section 3 business **because** (check one of the following:)
- \_\_\_\_\_ *51 percent or more is owned by Section 3 residents; or*
- \_\_\_\_\_ *30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired (if within the past three years); or*
- \_\_\_\_\_ *The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of Sections 1 and 2 of this definition;*

**AND**

The business was formed in accordance with state law and is licensed under state, county, or municipal law to engage in the business activity for which it was formed.

A Section 3 Resident is a person living in San Bernardino or Riverside County who is a Public Housing resident or who is low income.

Low-Income Persons mean families (including single persons) whose income does not exceed 80 percent of the median income, as adjusted by HUD, for Riverside and San Bernardino Counties.

Signature \_\_\_\_\_ Project \_\_\_\_\_

Date \_\_\_\_\_

Project \_\_\_\_\_ \$ \_\_\_\_\_

HUD Effective FY 2020 – Annual Low-Income Limit

Persons in Household	1	2	3	4	5	6	7	8
Low-Income Family (80% AMI)	\$42200	\$48200	\$54250	\$60250	\$65100	\$69900	\$74750	\$79550

A new hire is qualified as a Section 3 resident if he/she resides in Riverside or San Bernardino County and his/her total family income is less than the family income shown above for his/her household size.

**EXHIBIT D-2**

**§ 135.38 Section 3 Clause**

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to

Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## Prohibition Against Conflicts of Interest

### EXHIBIT "E"

§ 92.356 Conflict of interest.

(a) Applicability. In the procurement of property and services by participating jurisdictions, State recipients, and sub-recipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) Conflicts prohibited. No persons described in **paragraph (c)** of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of **paragraph (b)** of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY, State recipient, or sub-recipient which are receiving HOME funds.

(d) Exceptions: Threshold requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of **paragraph (b)** of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of COUNTY's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of **paragraph (d)** of this section, HUD shall consider the cumulative effect of the following factors, where applicable:

g. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

h. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

- i. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- j. Whether the interest or benefit was present before the affected person was in a position as described in **paragraph (c)** of this section;
- k. Whether undue hardship will result either to COUNTY or the person affected when weighed against the public interest served by avoiding the prohibited conflict;
- l. Any other relevant considerations.

Owners/Participants and Developers.

- (1) No owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer, or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
- (2) Exceptions. Upon written request of owner or developer, COUNTY may grant an exception to the provisions of **paragraph (f)(1)** of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, COUNTY shall consider the following factors:
  - (i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
  - (ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;
  - (iii) Whether the tenant protection requirements of § 92.253 are being observed;
  - (iv) Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and
  - (v) Any other factor relevant to COUNTY's determination, including the timing of the requested exception.

Community Development Block Grant  
Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODED

RIVERSIDE COUNTY

Housing, Homelessness Prevention & Workforce Solutions

DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations (24 CFR Part 85). These Regulations. "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" require that grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
  - i) The employee, officer or agent;
  - ii) Any member of the immediate family;
  - iii) His/Her partners; or
  - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
  - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
  - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
  - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
  - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
  - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.



# **EXHIBIT “G”**

Covenant Agreement



1 NO FEE FOR RECORDING PURSUANT  
2 TO GOVERNMENT CODE SECTION 6103

3 Order No.  
4 Escrow No.  
5 Loan No.

6 RECORDING REQUESTED BY AND  
7 WHEN RECORDED MAIL TO:

8 County of Riverside  
9 Housing, Homelessness Prevention &  
10 Workforce Solutions  
11 5555 Arlington Avenue  
12 Riverside, CA 92504  
13 Attn. Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDERS USE

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**COVENANT AGREEMENT**  
**(Courtyards at Cottonwood)**

This Covenant Agreement (Courtyards at Cottonwood) (“Covenant”) is made and entered into as of the day of \_\_\_\_\_, 2020 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and COURTYARDS AT COTTONWOOD, L.P., a California limited partnership (“OWNER”).

**RECITALS**

WHEREAS, OWNER owns that certain real property located at the northeast corner of Cottonwood Avenue and Indian Street, in the City of Moreno Valley in the County of Riverside, also identified as APN 482-161-021, 482-161-022, 482-161-023, and 482-161-024 as more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the “Property”);

WHEREAS, on \_\_\_\_\_ COUNTY and OWNER entered into that certain Loan Agreement for the Use of HOME Program Funds (Courtyards at Cottonwood) dated \_\_\_\_\_, 2020 and recorded in the Official Records (“Official Records”) of the County of Riverside concurrently herewith (the “HOME Loan Agreement” or “Agreement”) which provides for, among other things, the development and construction on the Property, also known

1 as “Courtyards at Cottonwood,” a multi-family housing project consisting of eighty (80) affordable  
2 rental housing units and one (1) residential manager’s unit, and a total of eleven (11) units will  
3 be reserved as HOME-Assisted Units (“HOME-Assisted Units”) in which eight (8) units will be  
4 restricted to households whose incomes do not exceed 60% of the area median income for the  
5 County of Riverside, adjusted by family size at the time of occupancy, and three (3) units will be  
6 restricted to households whose incomes do not exceed 50% of the area median income for the  
7 County of Riverside, adjusted by family size at the time of occupancy (collectively the “Project”).  
8 Capitalized terms not defined herein shall have the meaning ascribed to them in the HOME Loan  
9 Agreement;

10 WHEREAS, the County was qualified by the United States Department of  
11 Housing and Urban Development (“HUD”) as an “Urban County” and an approved participating  
12 jurisdiction that has received funds from HUD pursuant to the HOME Investment Partnerships  
13 Program, Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended  
14 (commencing at 42 U.S.C. 12701 et seq.), and the implementing regulations thereto (24 CFR  
15 Part 92) (collectively, the “HOME Program”), for the purposes of providing decent, safe,  
16 sanitary, and affordable housing with primary attention to rental housing, for low-income  
17 families; to strengthen public-private partnerships to carry out affordable housing programs; and  
18 to provide for coordinated assistance to participants in the development of affordable low-  
19 income housing;

20 WHEREAS, pursuant to the HOME Loan Agreement, COUNTY loaned to OWNER  
21 \$1,500,000 derived from HOME funds (“HOME Loan”), to pay a portion of the costs to develop  
22 and construct the Project, as more fully described in the HOME Loan Agreement. The HOME  
23 Loan is evidenced by a Promissory Note executed by OWNER, in favor of the COUNTY dated  
24 on or about the date hereof (“HOME Loan Note”) and secured by that certain Deed of Trust and  
25 Assignment of Rents executed by OWNER, for the benefit of COUNTY and recorded in the  
26 Official Records concurrently herewith (“HOME Loan Deed of Trust”); and

27 WHEREAS, pursuant to the HOME Loan Agreement, OWNER has agreed to develop and  
28 construct the Project on the Property and ensure the HOME-Assisted Units are rented to and

1 occupied by Qualified Households consistent with the HOME Program requirements and as set  
2 forth more specifically below.

3 NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for  
4 other good and valuable consideration, the receipt and sufficiency of which are hereby  
5 acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in  
6 interest to the Property or any part thereof, hereby declares as follows:

7 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated  
8 herein. This Covenant shall continue in full force and effect for the later of (i) fifty-five (55) years  
9 from the recordation of the Notice of Completion for the last building for which construction is  
10 completed for the Project on the Property, or (ii) July 1, 2077 (“Term” or “Affordability Period”).  
11 For the duration of the Term, the Property shall be held, sold and conveyed, subject to the following  
12 covenants, conditions, and restrictions:

13 a) Eleven (11) HOME-Assisted Units consists of 2 one-bedroom units, 4 two-  
14 bedroom units and 5 three-bedrooms. Eight (8) HOME-Assisted Units (1 one-bedroom unit, 3 two-  
15 bedroom units, and 4 three-bedroom units) shall be rented at High HOME rent levels as published  
16 by HUD. Three (3) HOME-Assisted Units (1 one-bedroom unit, 1 two-bedroom unit, and 1 three-  
17 bedroom unit) shall be rented at Low HOME rent levels as published by HUD. The HOME-  
18 Assisted Units shall be a “floating” designation on the Property such that the requirements of this  
19 Agreement will be satisfied so long as the total number of HOME-Assisted Units remains the same  
20 throughout the Affordability Period and the substituted HOME Assisted Unit is comparable in  
21 terms of size, features, and number of bedrooms to the originally designates HOME Assisted Unit;

22 b) OWNER shall comply with the rent limitations set forth under 24 CFR  
23 92.252 of the HOME Investment Partnerships (“HOME”) program, which was enacted under Title  
24 II of the Cranston-Gonzalez National Affordable Housing Act (the “Act”), as amended  
25 (commencing at 42 U.S.C. 12701 et seq.), and the implementing regulations thereto (24 CFR Part  
26 92) (collectively, the “HOME Program”). Effective 2020, HUD published HOME Rent Limits for  
27 the County of Riverside. The Low HOME rent limit for a one-bedroom unit is \$706, two-bedroom  
28 unit is \$847, and three-bedroom unit is \$979. The High HOME rent limit for a one-bedroom unit

1 is \$899, two-bedroom unit is \$1081, and three-bedroom unit is \$1239. In order to calculate net  
2 rent to be charged, an applicable utility allowance must be subtracted from the gross rents listed.

3 b. Utility Allowance: Owners are required to complete initial Utility Allowance  
4 (UA) calculations and submit their calculations for review and approval to the County prior to  
5 implementation, annually by June 1st. The following methods below are acceptable  
6 methodologies for calculating UA's:

- 7 i. HUD Utility Schedule Model (HUSM), UA based on HUD's model.
- 8 ii. Utility Company Estimate, UA based on estimated obtained from a local  
9 utility company for each of the utilities used in the project.
- 10 iii. LIHTC Agency Estimate, UA approved by the LIHTC agency based on its  
11 actual usage methodology.
- 12 iv. Energy Consumption Model (Engineer Model), UA based upon on an  
13 energy and water and sewage consumption and analysis model prepared  
14 by a third party licensed engineer or t qualified professional.

15 c) OWNER shall comply with the terms of the HOME Loan Agreement,  
16 HOME Loan Note, HOME Loan Deed of Trust and any other instrument secured against the  
17 Property.

18 2) SENIOR PRIORITY. Notwithstanding anything to the contrary contained in the  
19 HOME Loan Agreement, including any of its attachments, this Covenant Agreement shall be in  
20 fourth priority lien position junior to the City Covenants (Density Bonus Agreement), the Bond  
21 Regulatory Agreement, the Authority Regulatory Agreement and senior to all other security  
22 instruments including but not limited to the following liens:: (1) a deed of trust for the benefit of  
23 Citibank, N.A. ("Citi Construction Loan") which shall be paid in full upon Conversion; (2) a deed  
24 of trust for the benefit of Citi, N.A. ("Citi Permanent Loan"); (3) a deed of trust for the benefit of  
25 the Moreno Valley Housing Authority and (4) a deed of trust for the benefit of the County of  
26 Riverside securing the HOME Loan.

27 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this  
28 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and

1 comply with all federal, state and local laws, regulations and ordinances., including, but not limited  
2 to the following:

3 a) The HOME Investment Partnerships Program as enacted under Title II of  
4 the Cranston Gonzalez National Affordable Housing Act (42 USC 12701 et seq.) and its  
5 implementing regulations, 24 CFR Part 92, as both shall be amended from time to time, including,  
6 but not limited to, 24 CFR 92.356, 24 CFR 92.358, 24 CFR 92.253, 24 CFR 92.252, 24 CFR  
7 92.255, 24 CFR 92.256, 24 CFR 92.350, Subpart F, Subpart H, and its implementing regulations  
8 set forth in the Final Rule, as it now exists and may hereafter be amended.

9 b) 24 CFR Section 92.350 Other Federal requirements and nondiscrimination.  
10 As set forth in 24 CFR part 5, Subpart A, OWNER is required to include the following  
11 requirements: nondiscrimination and equal opportunity under Section 282 of the Act; disclosure;  
12 debarred, suspended, or ineligible contractors; and drug-free workplace.

13 c) 24 CFR Section 92.351 Affirmative marketing and minority outreach  
14 program. OWNER must adopt affirmative marketing procedures and requirements. These must  
15 include:

16 (4) Methods for informing the public, owners, and potential tenants about Federal fair  
17 housing laws and the affirmative marketing policy (e.g., the use of the Equal Housing Opportunity  
18 logotype or slogan in press releases and solicitations for owners, and written communication to  
19 fair housing and other groups).

20 (5) Requirements and practices that OWNER must adhere to in order to carry out the  
21 affirmative marketing procedures and requirements (e.g., use of commercial media, use of  
22 community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of  
23 fair housing poster).

24 (6) Procedures to be used by OWNER to inform and solicit applications from persons  
25 in the housing market area who are not likely to apply without special outreach (e.g., use of  
26 community organizations, employment centers, fair housing groups, or housing counseling  
27 agencies).

28 (7) Records that will be kept describing actions taken by OWNER to affirmatively

1 market units and records to assess the results of these actions.

2 (8) A description of how OWNER will annually assess the success of affirmative  
3 marketing actions and what corrective actions will be taken where affirmative marketing  
4 requirements are not met.

5 (9) OWNER must prescribe procedures to establish and oversee a minority outreach  
6 program to ensure the inclusion, to the maximum extent possible, of minorities and women, and  
7 entities owned by minorities and women, including, without limitation, real estate firms,  
8 construction firms, appraisal firms, management firms, financial institutions, investment banking  
9 firms, underwriters, accountants, and providers of legal services, in all contracts entered into by  
10 OWNER with such persons or entities, public and private, in order to facilitate the activities of  
11 COUNTY to provide affordable housing authorized under this Act or any other Federal housing  
12 law. Section 24 CFR 85.36(e) provided affirmative steps to assure that minority business  
13 enterprises and women business enterprises are used when possible in the procurement of  
14 property and services. The steps include:

- 15 (i) Placing qualified small and minority businesses and  
16 women's business enterprises on solicitation lists.
- 17 (ii) Assuring that small and minority businesses, and women's  
18 business enterprises are solicited whenever they are  
19 potential sources.
- 20 (iii) Dividing total requirements, when economically feasible,  
21 into smaller tasks or quantities to permit maximum  
22 participation by small and minority business, and women's  
23 business enterprises.
- 24 (iv) Establishing delivery schedules, where the requirement  
25 permits, which encourage participation by small and  
26 minority business, and women's business enterprises.
- 27 (v) Using the services and assistance of the Small Business  
28 Administration, and the Minority Business Development

Agency of the Department of Commerce.

10) TENANT PROTECTIONS. OWNER shall provide protection to the tenants of the COUNTY HOME Assisted Units in accordance with the requirements set forth at 24 CFR 92.253 and described as follows:

a) Provide written lease agreement for not less than one year, unless by mutual agreement between the tenant and OWNER. COUNTY shall review the initial form of the lease agreement prior to OWNER executing any leases and, provided that OWNER uses the approved lease form, OWNER shall be permitted to enter into residential leases without COUNTY's prior written consent.

b) Prohibited Lease Terms. The rental agreement/lease may not contain any of the following provisions:

- (1) *Agreement to be sued*. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of OWNER in a lawsuit brought in connection with the lease.
- (2) *Treatment of property*. Agreements by tenant that OWNER may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. OWNER may dispose of this personal property in accordance with State law.
- (3) *Excusing OWNER from responsibility*. Agreement by the tenant not to hold OWNER or OWNER's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of notice*. Agreement of the tenant that OWNER may institute a lawsuit without notice to the tenant.
- (5) *Waiver of legal proceeding*. Agreement by the tenant that the OWNER may evict the tenant or household members without

1 instituting a civil court proceeding in which the tenant has the  
2 opportunity to present a defense, or before a court decision on the  
3 rights of the parties.

4 (6) *Waiver of a jury trial.* Agreement by the tenant to waive any right  
5 to a trial by jury.

6 (7) *Waiver of right to appeal court decision.* Agreement by the tenant  
7 to waive the tenant's right to appeal, or to otherwise challenge in  
8 court, a court decision in connection with the lease.

9 (8) *Tenant chargeable with cost of legal actions regardless of outcome.*  
10 Agreement by the tenant to pay attorneys' fees or other legal costs  
11 even if the tenant wins in a court proceeding by OWNER against  
12 the tenant. The tenant, however, may be obligated to pay costs if  
13 the tenant loses.

14 (9) *Mandatory supportive services.* Agreement by the tenant (other  
15 than a tenant in transitional housing) to accept supportive services  
16 that are offered.

17 c) Violence Against Women Reauthorization Act of 2013. (Pub. L. 113-4,  
18 127 Stat. 54) ("VAWA 2013"). VAWA 2013 reauthorizes and amends the Violence Against  
19 Women Act of 1994, as previously amended, (title IV, sec. 40001-40703 of Pub. L. 103-322, 42  
20 U.S.C. 13925 et seq.) VAWA 2013, among other things, bars eviction and termination due to a  
21 tenant's status as a victim of domestic violence, dating violence, or stalking, and requires  
22 landlords to maintain survivor-tenant confidentiality. VAWA 2013 prohibits a tenant who is a  
23 survivor of domestic violence, dating violence, sexual assault, and stalking from being denied  
24 assistance, tenancy, or occupancy rights based solely on criminal activity related to an act of  
25 violence committed against them. It extends housing protections to survivors of sexual assault,  
26 and adds "intimate partner" to the list of eligible relationships in the domestic violence definition.  
27 Protections also now cover an "affiliated individual," which includes any lawful occupant living  
28 in the survivor's household, or related to the survivor by blood or marriage including the



1 survivor's spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco  
2 parentis. VAWA 2013 allows a lease bifurcation so a tenant or lawful occupant who engages in  
3 criminal activity directly relating to domestic violence, dating violence, sexual assault, or  
4 stalking against an affiliated individual or other individual, or others may be evicted or removed  
5 without evicting or removing or otherwise penalizing a victim who is a tenant or lawful occupant.  
6 If victim cannot establish eligibility, OWNER must give a reasonable amount of time to find  
7 new housing or establish eligibility under another covered housing program. A Notice of Rights  
8 under VAWA 2013 for tenants must be provided at the time a person applies for housing, when  
9 a person is admitted as a tenant of a housing unit, and when a tenant is threatened with eviction  
10 or termination of housing benefits. Tenants must request an emergency transfer and reasonably  
11 believe that they are threatened with imminent harm from further violence if the tenant remains  
12 in the same unit. The provisions of VAWA 2013 that are applicable to HUD programs are found  
13 in title VI of VAWA 2013, which is entitled "Safe Homes for Victims of Domestic Violence,  
14 Dating Violence, Sexual Assault, and Stalking." Section 601 of VAWA 2013 amends subtitle N  
15 of VAWA (42 U.S.C. 14043e et seq.) to add a new chapter entitled "Housing Rights."

16 11) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and  
17 its successors, assigns, and each successor in interest to the Property and Project or any part thereof  
18 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all  
19 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its  
20 successors and assigns, shall maintain the improvements on the Property in the same aesthetic and  
21 sound condition (or better) as the condition of the Property at the time of the recordation of the  
22 Notice of Completion for the Project, reasonable wear and tear excepted. This standard for the  
23 quality of maintenance of the Property shall be met whether or not a specific item of maintenance  
24 is listed below. However, representative items of maintenance shall include frequent and regular  
25 inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or  
26 replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash  
27 receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site  
28 walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of

1 all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing  
2 vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular  
3 program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a  
4 regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining  
5 security devices in good working order. In the event OWNER, its successors or assigns fails to  
6 maintain the Property in accordance with the standard for the quality of maintenance, the  
7 COUNTY or its designee shall have the right but not the obligation to enter the Property upon  
8 reasonable notice to OWNER, correct any violation, and hold OWNER, or such successors or  
9 assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the  
10 Property.

11 12) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race,  
12 gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation,  
13 selection, hiring or treatment of any contractors or consultants, to participate in  
14 subcontracting/subconsulting opportunities. OWNER understands and agrees that violation of this  
15 clause shall be considered a material breach of this Lease and may result in termination, debarment  
16 or other sanctions. This language shall be incorporated into all contracts between OWNER and  
17 any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. OWNER shall  
18 comply with the provisions of the California Fair Employment and Housing Act (Government  
19 Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and  
20 all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to  
21 its use of the Property.

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

1 the transferee itself or any person claiming under or through him or her, establish or permit any  
2 such practice or practices of discrimination or segregation with reference to the selection, location,  
3 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

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

10 a) In deeds: "The grantee herein covenants by and for himself or herself, his  
11 or her heirs, executors, administrators, and assigns, and all persons claiming under or  
12 through them, that there shall be no discrimination against or segregation of, any person or  
13 group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955  
14 of the Government Code, as those bases are defined in Sections 12926, 12926.1,  
15 subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2  
16 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or  
17 enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming  
18 under or through him or her, establish or permit any practice or practices of discrimination  
19 or segregation with reference to the selection, location, number, use or occupancy of  
20 tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The  
21 foregoing covenants shall run with the land."

22 b) In leases: "The lessee herein covenants by and for himself or herself, his or  
23 her heirs, executors, administrators, and assigns, and all persons claiming under or through  
24 him or her, and this lease is made and accepted upon and subject to the following  
25 conditions: That there shall be no discrimination against or segregation of any person or  
26 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955  
27 of the Government Code, as those bases are defined in Sections 12926, 12926.1,  
28 subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2

1 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure,  
2 or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any  
3 person claiming under or through him or her, establish or permit any such practice or  
4 practices of discrimination or segregation with reference to the selection, location, number,  
5 use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises  
6 herein leased.”

7 c) In contracts: “There shall be no discrimination against or segregation of any  
8 person or group of persons, on account of any basis listed in subdivision (a) or (d) of  
9 Section 12955 of the Government Code, as those bases are defined in Sections 12926,  
10 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and  
11 Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use,  
12 occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person  
13 claiming under or through him or her, establish or permit any such practice or practices of  
14 discrimination or segregation with reference to the selection, location, number, use, or  
15 occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

16 In addition to the obligations and duties of OWNER set forth herein, OWNER shall, upon  
17 notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and  
18 attorneys’ fees, incurred by COUNTY in connection with responding to or defending any  
19 discrimination claim brought by any third party and/or local, state or federal government entity,  
20 arising out of or in connection with the Agreement or this Covenant.

21 13) INSURANCE. Without limiting or diminishing OWNER’s obligation to indemnify  
22 or hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its  
23 sole cost and expense, the following insurance coverage’s during the term of this Covenant.

24 a) Worker’s Compensation Insurance. If OWNER has employees as defined by the State of  
25 California, OWNER shall maintain statutory Workers' Compensation Insurance (Coverage  
26 A) as prescribed by the laws of the State of California. Policy shall include Employers’  
27 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000  
28 per person per accident. The policy shall be endorsed to waive subrogation in favor of the

1 County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer  
2 Endorsement.

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

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

22 d) General Insurance Provisions – All Lines.

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

28 ii) OWNER's insurance carrier(s) must declare its insurance self-insured

1           retentions. If such self-insured retentions exceed \$500,000 per occurrence such  
2           retentions shall have the prior written consent of Risk Manager. Upon  
3           notification of self-insured retention unacceptable to COUNTY, and at the  
4           election of Risk Manager, OWNER's carriers shall either: (a) reduce or  
5           eliminate such self-insured retention, or (b) procure a bond which guarantees  
6           payment of losses and related investigations, claims administration, and defense  
7           costs and expenses.

8           iii) OWNER shall cause OWNER's insurance carrier(s) to furnish the County of  
9           Riverside with copies of the Certificate(s) of Insurance and Endorsements  
10          effecting coverage as required herein, and 2) if requested to do so orally or in  
11          writing by Risk Manager, provide copies of policies including all Endorsements  
12          and all attachments thereto, showing such insurance is in full force and effect.  
13          Further, said Certificate(s) and policies of insurance shall contain the covenant  
14          of the insurance carrier(s) that thirty (30) days written notice shall be given to  
15          the County of Riverside prior to any material modification, cancellation,  
16          expiration or reduction in coverage of such insurance. OWNER shall not  
17          continue operations until COUNTY has been furnished Certificate(s) of  
18          Insurance and copies of endorsements and if requested, copies of policies of  
19          insurance including all endorsements and any and all other attachments as  
20          required herein. An individual authorized by the insurance carrier to do so, on  
21          its behalf, shall sign the original endorsements for each policy and the  
22          Certificate of Insurance.

23          iv) It is understood and agreed to by the parties hereto that OWNER's insurance  
24          shall be construed as primary insurance, and COUNTY's insurance and/or  
25          deductibles and/or self-insured retention's or self-insured programs shall not be  
26          construed as contributory.

27          v) If, during the term of this Covenant or any extension thereof, there is a material  
28          change in the scope of services or there is a material change in the equipment

1 to be used in the performance of the scope of work which will add additional  
2 exposures (such as the use of aircraft, watercraft, cranes, etc.), then COUNTY  
3 reserves the right to adjust the types of insurance required under this Covenant  
4 and the monetary limits of liability for the insurance coverage's currently  
5 required herein, if; in Risk Manager's reasonable judgment, the amount or type  
6 of insurance carried by OWNER has become inadequate.

7 vi) OWNER shall pass down the insurance obligations contained herein to all tiers  
8 of subcontractors.

9 vii) OWNER agrees to notify COUNTY in writing of any claim by a third party or  
10 any incident or event that may give rise to a claim arising from the performance  
11 of the Agreement.

12 14) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold  
13 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their  
14 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,  
15 agents and representatives (individually and collectively hereinafter referred to as Indemnitees)  
16 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,  
17 employees, subcontractors, agents or representatives arising out of or in any way relating to this  
18 Agreement, including but not limited to property damage, bodily injury, or death or any other  
19 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,  
20 employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER  
21 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost  
22 of investigation, defense and settlements or awards, the Indemnitees in any claim or action based  
23 upon such alleged acts or omissions. With respect to any action or claim subject to  
24 indemnification herein by OWNER shall, at their sole cost, have the right to use counsel of their  
25 own choice and shall have the right to adjust, settle, or compromise any such action or claim  
26 without the prior consent of COUNTY; provided, however, that any such adjustment, settlement  
27 or compromise in no manner whatsoever limits or circumscribes OWNER's indemnification to  
28 Indemnitees as set forth herein. OWNER's obligation hereunder shall be satisfied when OWNER

1 has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any  
2 liability for the action or claim involved. The specified insurance limits required in this  
3 Agreement shall in no way limit or circumscribe OWNER's obligations to indemnify and hold  
4 harmless the Indemnitees herein from third party claims. In the event there is conflict between  
5 this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with  
6 Civil Code 2782. Such interpretation shall not relieve OWNER from indemnifying the  
7 Indemnitees to the fullest extent allowed by law. The indemnification set forth in this paragraph  
8 14 shall survive the expiration and earlier termination of this Covenant.

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

13 COUNTY  
14 Director HHPWS  
15 Riverside County  
16 5555 Arlington Avenue  
17 Riverside, CA 92504

OWNER  
Courtyards at Cottonwood, L.P.  
Rancho Belgo Developers, Inc.  
27700 Kalmia Avenue  
Rancho Belago, CA 92555-5200

18 A copy of all notices sent to Owner shall be sent to OWNER's limited partner:

19 CREA Courtyards at Cottonwood, L.P.  
20 30 S. Meridian Street, Suite 400  
21 Indianapolis, IN 46204

22 16) REMEDIES. COUNTY shall have the right, in the event of any breach of any such  
23 agreement or covenant, to exercise all available rights and remedies, and to maintain any actions  
24 at law or suit in equity or other proper proceedings to enforce the curing of such breach of  
25 agreement or covenant.

26 17) TERM. The non-discrimination covenants, conditions and restrictions contained in  
27 Section 6 of this Covenant shall remain in effect in perpetuity. Every other covenant, condition  
28



1 and restriction contained in this Covenant shall continue in full force and effect for the Term, as  
2 defined in **Section 1** of this Covenant.

3 18) NOTICE AND CURE. Prior to exercising any remedies hereunder, the COUNTY  
4 shall give OWNER notice of such default pursuant to section 9 above. Any monetary default shall  
5 be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein,  
6 if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery  
7 of such notice o default, OWNER shall have such period to effect a cure prior to exercise of  
8 remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of  
9 being cured within thirty (30) days of delivery of such notice of default, and OWNER (a) initiates  
10 corrective action within said period, and (b) diligently, continually, and in good faith works to  
11 effect a cure as soon as possible, then OWNER shall have such additional time as is reasonably  
12 necessary to cure the default prior to exercise of any remedies by the COUNTY; but in no event  
13 no later than sixty (60) days from delivery of such notice of default. COUNTY, upon providing  
14 OWNER with any notice of default under this Covenant, shall, within a reasonable time, provide  
15 a copy of such default notice to a Permitted Lender who has given written notice to COUNTY of  
16 its interest in the Property and Project. From and after such notice has been delivered to a Permitted  
17 Lender and the Owner's limited partner, such Permitted Lender shall have the same period for  
18 remedying the default complained of as the cure period provided to OWNER pursuant to this  
19 Section 18. COUNTY shall accept performance by a Permitted Lender or limited partner of Owner  
20 as if the same had been done by OWNER.

21 If a violation of any of the covenants or provisions of this Covenant remains uncured after  
22 the respective time period set forth in this **Section 18**, COUNTY and its successors and assigns,  
23 without regard to whether COUNTY or its successors and assigns is an owner of any land or  
24 interest therein to which these covenants relate, may institute and prosecute any proceedings at  
25 law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel  
26 specific performance by OWNER of its obligations hereunder. No delay in enforcing the  
27 provisions hereof as to any breach or violation shall impair, damage or waive the right of any  
28 party entitled to enforce the provisions hereof or to obtain relief against or recover for the

1 continuation or repetition of such breach or violations or any similar breach or violation hereof at  
2 any later time.

3 Any cure tendered by Owner's limited partner shall be accepted or rejected on the same  
4 basis as if tendered by OWNER.

5 19) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.

6 OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the  
7 Project, the Property or any portion thereof, without obtaining the prior written consent of  
8 COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall  
9 be memorialized an assignment and assumption agreement the form and substance of which have  
10 been first approved in writing by the COUNTY in its sole discretion. Such assignment and  
11 assumption agreement shall, among other things, provide that the transferee has assumed in writing  
12 and in full, and is reasonably capable of performing and complying with OWNER's duties and  
13 obligations under the HOME Loan Agreement and this Covenant, provided, however OWNER  
14 shall not be released of all obligations under the HOME Loan Agreement and this Covenant.

15 20) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or  
16 modified only by a written amendment signed by authorized representatives of both parties.

17 21) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be  
18 governed by the laws of the State of California. Any legal action related to the performance or  
19 interpretation of this Covenant shall be filed only in the Superior Court of the State of California  
20 located in Riverside, California, and the parties waive any provision of law providing for a change  
21 of venue to another location. In the event any provision in this Covenant is held by a court of  
22 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
23 nevertheless continue in full force without being impaired or invalidated in any way

24 22) BINDING EFFECT. The rights and obligations of this Covenant shall bind and  
25 inure to the benefit of the respective heirs, successors and assigns of the parties.

26 23) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,  
27 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or  
28 in any way impair the lien or charge of any deed of trust or mortgage permitted by the HOME

1 Loan Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any  
2 lender first approved in writing by the COUNTY ( each, a “Permitted Lender”) and nothing herein  
3 or in the HOME Loan Agreement shall prohibit or otherwise limit the exercise of a Permitted  
4 Lender’s rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and  
5 subsequent transfer thereafter.

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

10 25) PROJECT MONITORING AND EVALUATION.

11 a) Tenant Checklist. OWNER shall submit a Tenant Checklist Form to COUNTY, as shown  
12 in **Exhibit F** of the HOME Loan Agreement, and may be revised by COUNTY,  
13 summarizing the racial/ethnic composition, number and percentage of very low-income  
14 households who are tenants of the HOME-Assisted Units. The Tenant Checklist Form  
15 shall be submitted upon completion of the construction and thereafter, on a semi-annual  
16 basis on or before March 31 and September 30. OWNER shall maintain financial,  
17 programmatic, statistical and other supporting records of its operations and financial  
18 activities in accordance with the requirements of the HOME Program, including the  
19 submission of Tenant Checklist Form. Except as otherwise provided for in this Covenant  
20 and in the HOME Loan Agreement, OWNER shall maintain and submit records to  
21 COUNTY within ten (10) business days of COUNTY’s request which clearly documents  
22 OWNER’s performance under each requirement of the HOME Program.

23 b) Inspections. Pursuant to 24 CFR 92.504(d)(1)(ii), during the period of affordability,  
24 COUNTY must perform on-site inspections of HOME-Assisted rental housing to  
25 determine compliance with the property standards of §92.251 and to verify the  
26 information submitted by the owners in accordance with the requirements of §92.252. The  
27 inspections must be in accordance with the inspection procedures that the participating  
28 jurisdiction establishes to meet the inspection requirements of §92.251. The on-site

1 inspections must occur at least once every 3 years thereafter during the period of  
2 affordability. If there are observed deficiencies for any of the inspectable items in the  
3 property standards established by COUNTY, in accordance with the inspection  
4 requirements of §92.251, a follow-up on-site inspection to verify that deficiencies are  
5 corrected must occur within 12 months. COUNTY may establish a list of non-hazardous  
6 deficiencies for which correction can be verified by third party documentation (e.g., paid  
7 invoice for work order) rather than re-inspection. Health and safety deficiencies must be  
8 corrected immediately, in accordance with §92.251. COUNTY must adopt a more  
9 frequent inspection schedule for properties that have been found to have health and safety  
10 deficiencies. The property owner must annually certify to the COUNTY that each  
11 building and all HOME-Assisted Units in the project are suitable for occupancy, taking  
12 into account State and local health, safety, and other applicable codes, ordinances, and  
13 requirements, and the ongoing property standards established by the participating  
14 jurisdiction to meet the requirements of §92.251. Inspections must be based on a  
15 statistically valid sample of units appropriate for the size of the HOME-Assisted project,  
16 as set forth by HUD through notice. COUNTY will inspect 100 percent of the HOME-  
17 Assisted Units and the inspectable items (site, building exterior, building systems, and  
18 common areas) for each building housing HOME-Assisted Units.

19 26) ACCESS TO PROJECT SITE. Representatives of the COUNTY and HUD shall  
20 have the right of access to the Property, upon 24 hours' written notice to OWNER (except in the  
21 case of an emergency, in which case COUNTY and/or HUD shall provide such notice as may be  
22 practical under the circumstances), without charges or fees, during normal business hours to review  
23 the operation of the Project in accordance with this Covenant and the Agreement.

24 27) COUNTERPARTS. This Covenant may be signed by the different parties hereto in  
25 counterparts, each of which shall be an original, but all of which together shall constitute one and  
26 the same agreement.

27 28) Recitals. The Recitals set forth above are true and correct and incorporated herein  
28 by this reference.

1           29)    This Covenant and the Agreement set forth and contain the entire understanding  
2 and agreement of the parties hereto. There are no oral or written representations, understandings,  
3 or ancillary covenants, undertakings or agreements, which are not contained or expressly referred  
4 to within this Covenant, and the Agreement, including all amendments and modifications to the  
5 Agreement.

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[remainder of page intentionally blank]

[SIGNATURES ON THE NEXT PAGE]

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1 IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of  
2 the dates written below.

3 COUNTY:

OWNER:

4 COUNTY OF RIVERSIDE, a political  
5 Subdivision of the State of California

COURTYARDS AT COTTONWOOD, L.P.,  
a California limited partnership

6 By: RBD Cottonwood, LLC  
7 a California limited liability company  
8 Its: Administrative General Partner

9 By: Rancho Belago Developers, Inc., a  
10 California corporation, its sole member

11 By: \_\_\_\_\_  
12 Heidi Marshall, Director HHPWS

By: \_\_\_\_\_  
James M. Jernigan, President

13 Date: \_\_\_\_\_

Date: \_\_\_\_\_

14  
15  
16 APPROVED AS TO FORM:  
17 GREGORY P. PRIAMOS, County Counsel

18 By: \_\_\_\_\_  
19 Amrit P. Dhillon, Deputy County Counsel

20  
21  
22  
23 (COUNTY and OWNER signatures need to be notarized)  
24  
25  
26  
27  
28

**< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >**

ii

**EXHIBIT "A"**

LEGAL DESCRIPTION OF PROPERTY



# **EXHIBIT “H”**

Request for Notices

NO FEE FOR RECORDING PURSUANT  
TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

County of Riverside  
Housing, Homelessness Prevention and  
Workforce Solutions  
5555 Arlington Avenue  
Riverside, CA 92504  
Attn: Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDERS USE

**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 \_\_\_\_\_, 2020 and recorded concurrently herewith in the Official Records of the County of Riverside, California, executed by COURTYARDS AT COTTONWOOD, L.P., a California limited partnership, as Trustor in which Citibank, N.A., a national banking association is named as Beneficiary, and First American Title Company as Trustee, and describing land referred to in this Report is situated in the County of Riverside, City of Moreno Valley, State of California, and is described as follows:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All notices to be mailed to:

Attn: Director HHPWS  
County of Riverside  
Housing Division  
5555 Arlington Avenue  
Riverside, California 92504

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

**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.**

COUNTY OF RIVERSIDE DEPARTMENT OF HOUSING,  
HOMELESS PREVENTION AND WORKFORCE  
SOLUTIONS

\_\_\_\_\_  
Mike Walsh, Deputy Director

NO FEE FOR RECORDING PURSUANT  
TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

County of Riverside  
Housing, Homelessness Prevention and  
Workforce Solutions  
5555 Arlington Avenue  
Riverside, CA 92504  
Attn: Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDERS USE

**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 \_\_\_\_\_, 2020 and recorded concurrently herewith in the Official Records of the County of Riverside, California, executed by COURTYARDS AT COTTONWOOD, L.P., a California limited partnership, as Trustor in which Moreno Valley Housing Authority is named as Beneficiary, and First American Title Company as Trustee, and describing land referred to in this Report is situated in the County of Riverside, City of Moreno Valley, State of California, and is described as follows:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All notices to be mailed to:

Attn: Director HHPWS  
County of Riverside  
Housing Division  
5555 Arlington Avenue  
Riverside, California 92504

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

**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.**

COUNTY OF RIVERSIDE DEPARTMENT OF HOUSING,  
HOMELESS PREVENTION AND WORKFORCE  
SOLUTIONS

\_\_\_\_\_  
Mike Walsh, Deputy Director

# Exhibit I

## Sample

### Contractor Debarment Certification Form

#### Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

- STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>
- STEP 2: Under "Search Records", enter the company name and press enter.
- STEP 3: Click "Print" on the Search Results page.
- STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).
- STEP 5: Attach print out of search results to this certification as supporting documentation.
- STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below HOME Recipient, developer name, has verified the contractor/vendor known as, name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of date of verification.

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DEVELOPER SIGNATURE

## Exhibit J

### 2020 HOME Income and Rent Limits

U.S. DEPARTMENT OF HUD  
 STATE: CALIFORNIA

PROGRAM	2020 ADJUSTED HOME INCOME LIMITS							
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Riverside-San Bernardino-Ontario, CA MSA								
30% LIMITS	15850	18100	20350	22600	24450	26250	28050	29850
VERY LOW INCOME	26400	30150	33900	37650	40700	43700	46700	49700
60% LIMITS	31680	36180	40680	45180	48840	52440	56040	59640
LOW INCOME	42200	48200	54250	60250	65100	69900	74750	79550

U.S. DEPARTMENT OF HUD  
 STATE: CALIFORNIA

PROGRAM	EFFICIENCY	2020 HOME PROGRAM RENTS						
		1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	
Riverside-San Bernardino-Ontario, CA MSA								
LOW HOME RENT LIMIT		660	706	847	979	1092	1205	1317
HIGH HOME RENT LIMIT		838	899	1081	1239	1363	1485	1607
For Information Only:								
FAIR MARKET RENT		875	1030	1289	1789	2216	2548	2881
50% RENT LIMIT		660	706	847	979	1092	1205	1317
65% RENT LIMIT		838	899	1081	1239	1363	1485	1607