

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



ITEM: 10.1
(ID # 23350)

MEETING DATE:

Tuesday, May 07, 2024

FROM : HOUSING AUTHORITY:

SUBJECT: HOUSING AUTHORITY: Approve the Forms of the First Amendment to Deed of Trust and Assignment of Rents and Amended and Restated Promissory Note Secured by Deed of Trust for the Repayment of Loan Agreement for La Pena Mobile Home Park, in the Unincorporated Community of Mecca, and Authorize the Executive Director of the Housing Authority, or Designee, to Execute a First Amendment to Loan Deed of Trust and Assignment of Rents and Amended and a Restated Promissory Note Secured by Deed of Trust; District 4. [\$0] (CEQA Exempt per Section 15378) (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15378, subds. (b)(4);

Continued on Page 2

ACTION:Policy

Heidi Marshall, Director of Housing, Homelessness Prevention 11/27/2023

MINUTES OF THE BOARD OF COMMISSIONERS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 7, 2024
xc: Housing Authority, Recorder/State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: Deputy

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

RECOMMENDED MOTION: That the Board of Commissioners:

2. Approve the attached forms of the First Amendment to Loan Deed of Trust and Assignment of Rents and Amended and Restated Promissory Note Secured by Deed of Trust;
3. Approve the modified amortization schedule to pay all outstanding principal along with accrued interest by January 30, 2057;
4. Authorize the Executive Director of the Housing Authority for the County of Riverside (HACR), or designee, to execute a First Amendment to Loan Deed of Trust and Assignment of Rents and an Amended and Restated Promissory Note Secured by Deed of Trust, each substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel;
5. Authorize the Executive Director of HACR, or designee, to take all necessary steps to implement the First Amendment to Loan Deed of Trust and Assignment of Rents and Amended and Restated Promissory Note Secured by Deed of Trust, including but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within five (5) business days of approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Mobile Home Park Loan program funds (previously local County former RDA funds)			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 23, 1999, Lucy La Pena, an unmarried woman, Paul La Pena, a married man, and David La Pena, a married man (Borrower), received a loan of \$444,690, evidenced by a Promissory Note and secured by a Deed of Trust, from the former Redevelopment Agency of the County of Riverside (RDA) to rehabilitate and upgrade the substandard infrastructure in the La Pena Mobile Home Park located in the community of Mecca at 92241 National Avenue, Mecca, CA specifically known as Accessor Parcel Number 727-290-003 (Property). This loan is now administered by the Housing Authority of the County of Riverside, in its capacity as Housing Successor to the former Redevelopment Agency (HACR). The Property provides housing for 72 primarily low-income farm worker households (Project).

On September 23, 1999, the Borrower agreed to pay the loan of \$444,690 on demand, or if no demand is made, in Three Hundred Sixty (360) amortized principal and interest payments of \$1,874.83. The Borrower's first amortized payment, including principal and interest, was due on January 1, 2001. All outstanding principal along with annual accrued interest of 3.000% is due and payable on December 1, 2030.

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

Borrower has requested a modification to bring the account into good standing as payments had not been made according to the schedule. In March of 2023, Staff and Borrower agreed to a modify the terms and conditions of the loan payment, by increasing the amortized payment from Three Hundred Sixty (360) amortized principal and interest payments of \$1,874.83 to Three Hundred Ninety-Three (393) amortized principal and interest payments of \$3,001.86 to pay all outstanding principal along with accrued interest by January 30, 2057. The aforementioned amortization payment schedule takes into consideration the total accrued interest of \$429,065.16 through January 30, 2057.

The modified amortization payment schedule will not eliminate the affordability covenant, which is set to expire in 2057, pursuant to the First Amendment to the Grant Agreement executed on August 13, 2002.

Pursuant to the California Environmental Quality Act (CEQA), the Loan Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15378, subds. (b)(4). The First Amendment to Loan Deed of Trust and Assignment of Rents and Amended and Restated Promissory Note Secured by Deed of Trust only involves the loan refinancing and does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Staff recommends approval of the First Amendment to Loan Deed of Trust and Assignment of Rents and Amended and Restated Promissory Note Secured by Deed of Trust for the Project.

County Counsel has reviewed and approved the First Amendment to Loan Deed of Trust and Assignment of Rents and Amended and Restated Promissory Note Secured by Deed of Trust.

Impact on Citizens and Businesses

The restructured loan terms will assure the viability of this project thereby continuing to provide affordable housing and restoring the loan to good standing.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund; the County's contribution for the loan was funded with Mobile Home Park Loan program funds. These funds were local County former RDA funds for which state laws apply.

Attachments:

- Form of the First Amendment to Loan Deed of Trust and Assignment of Rents
- Form of the Amended and Restated Promissory Note Secured by Deed of Trust
- Amortization Schedule
- Notice of Exemption

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



Brianna Lontajo, Principal Management Analyst 5/1/2024



Aaron Gettis, Chief of Deputy County Counsel 4/25/2024



FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202400512
05/07/2024 04:15 PM Fee: \$ 50.00
Page 1 of 1

Removed: _____ By: _____ Deputy

Notice of Exemption

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

From: Public
Agency: County of Riverside
Address: 4080 Lemon Street, Suite 400
Riverside, CA 92501
Contact: Annjanette Aguilar
Phone: (951) 933-8572

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 : _____

Project Title: First Amendment to Loan Deed of Trust and Assignment of Rents and Amended and Restated Promissory Note Secured by Deed of Trust

Project Location (include county): 2241 National Avenue, Mecca, CA specifically known as Accessor Parcel Number 727-290-003

Project Description: On September 23, 1999, the Borrower agreed to pay the loan of \$444,690 on demand, or if no demand is made, in Three Hundred Sixty (360) amortized principal and interest payments of \$1,874.83. The Borrower's first amortized payment, including principal and interest, was due on January 1, 2001. All outstanding principal along with annual accrued interest of 3.000% is due and payable on December 1, 2030. Due to an administrative error, the terms and conditions of the payment were not upheld. In March of 2023, Staff and Borrower agreed to a modify the terms and conditions of the loan payment, by increasing the amortized payment from Three Hundred Sixty (360) amortized principal and interest payments of \$1,874.83 to Three Hundred Ninety-Three (393) amortized principal and interest payments of \$3,001.86 to pay all outstanding principal along with accrued interest by January 30, 2057. The modified amortization payment schedule will not eliminate the affordability covenant, which is set to expire in 2057, pursuant to the First Amendment to the Grant Agreement executed on August 13, 2002.

Project Sponsor: County of Riverside

This is to advise that the County of Riverside Board of Commissioners approved the above project on
 Lead agency or Responsible Agency

May 7, 2024 and has made the following determinations regarding the above-described project:
(Tentative date)

Pursuant to the California Environmental Quality Act (CEQA), the Loan Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15378, subds. (b)(4). The First Amendment to Loan Deed of Trust and Assignment of Rents and Amended and Restated Promissory Note Secured by Deed of Trust only involves the loan refinancing and does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Signature: (Public Agency) Juan Garcia Title: Deputy Director

Date: 4/25/24 Date received for filing at OPR: _____

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

Order No.
Escrow No.
Loan No.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501
Attn: Annjanette Aguilar Barreras

SPACE ABOVE THIS LINE FOR RECORDERS USE

FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

This FIRST AMENDMENT TO DEED OF TRUST ("Security Instrument") is made and entered into as of this ____ day of _____, 2024, by LUCY LA PENA, AN UNMARRIED WOMAN, PAUL LA PENA, A MARRIED MAN, and DAVID LA PENA, A MARRIED MAN (hereinafter referred to as "BORROWER"), whose address is 92241 National Avenue, Mecca, CA 92254. The trustee is HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, A PUBLIC ENTITY, CORPORATE AND POLITIC, IN ITS CAPACITY AS HOUSING SUCCESSOR TO THE FORMER REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE ("Trustee"). The beneficiary is the County of Riverside, a political subdivision of the State of California, (hereinafter called "Beneficiary"), whose address is 3403 Tenth Street, Suite #300, Riverside, CA 92501.

- A. BORROWER, executed that certain Deed of Trust with Assignment of Rents (the "Deed of Trust"), dated as of September 23, 1999, securing Trustor's obligations pursuant to that certain "Promissory Note" in the original principal sum of Four Hundred Forty-Four Thousand Six Hundred Ninety Dollars (\$444,690).
- B. The Deed of Trust was recorded in the official records of Riverside County on October 6, 1999, as Document No. 1999-444637.
- C. Capitalized terms not defined herein shall have the meaning ascribed to them in the Deed of Trust.
- D. The parties have executed an Amended and Restated Promissory Note ("Note Amendment"), each of even date herewith, which increases the amortized payment from \$1,874.83 to \$3,001.86 to pay all outstanding principal along with accrued interest by January 30, 2057.

NOW, THEREFORE, the Deed of Trust is hereby amended as follows:

- 1. All references to the Three Hundred Sixty (360) amortized principal and interest payments of \$1,874.83 in the Deed of Trust are hereby deleted in their entirety and replaced with reference to Three Hundred Ninety-Three (393) amortized principal and interest payments of \$3,001.86.

2. Remaining Terms Unaffected. Except as expressly provided herein, nothing in this First Amendment to Deed of Trust shall be deemed to waive or modify any of the other provisions of the Deed of Trust. In the event of any conflict between this First Amendment to Deed of Trust and the Deed of Trust, the terms of this First Amendment to Deed of Trust shall prevail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

BORROWER: LUCY LA PENA, AN UNMARRIED WOMAN, PAUL LA PENA, A MARRIED MAN, and DAVID LA PENA, A MARRIED MAN

By: _____
Lucy La Pena

Date: _____

By: _____
Paul La Pena

Date: _____

By: _____
David La Pena

Date: _____

(TRUSTOR signature needs to be notarized)

(SIGNATURES CONTINUE ON NEXT PAGE)

AGREED AND ACCEPTED BY LENDER:

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

By: form - do not sign
Heidi Marshall, Executive Director
Housing Authority of the County of Riverside

APPROVED AS TO FORM:
MINH C. TRAN
GENERAL COUNSEL

By: APD
Amrit P. Dhillon
Deputy General Counsel

<CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENTS>

EXHIBIT “A-1”

LEGAL DESCRIPTION OF PROPERTY

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO BASE AND MERIDIAN.

AMENDED AND RESTATED PROMISSORY NOTE SECURED BY DEED OF TRUST

\$444,690.00 (“**Loan Amount**”) _____, 2024 (“**Note Date**”)

Interest Rate 3.000%

FOR VALUE RECEIVED, LUCY LA PENA, AN UNMARRIED WOMAN, PAUL LA PENA, A MARRIED MAN, and DAVID LA PENA, A MARRIED MAN (“BORROWER”), promises to pay the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, A PUBLIC ENTITY, CORPORATE AND POLITIC, IN ITS CAPACITY AS HOUSING SUCCESSOR TO THE FORMER REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (“HACR”) (“LENDER”), at 5555 Arlington Avenue, Riverside, CA 92504, or order, the sum of Four-Hundred Forty-Four Thousand Six-Hundred Ninety Dollars (\$444,690.00) or so much as may be outstanding, together with interest at the rate of 3.000% per annum on the unpaid principal balance from December 1, 2000, until paid in full (the “Note Amount”) which at the time of payment is due in funds lawful for the payment of public and private debts.

This Amended and Restated Promissory Note Secured by Deed of Trust (this “Note”) is given in accordance with that certain Agreement Containing Covenants Affecting Real Property executed by REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public agency organized and existing under the State of California (“Agency”) and BORROWER, dated as of September 18, 2002 and recorded in the Official Records of the County of Riverside (“Official Records”) on October 25, 2002, as Instrument No. 2002-606653 (the “Agreement”). Except to the extent otherwise expressly defined in this Note, all capitalized terms shall have the meanings ascribed to such terms in the Agreement. The Note is secured by a First Amendment to Deed of Trust with Assignment of Rents executed by BORROWER for the benefit of the COUNTY dated _____, 2024.

PAYMENT. Borrower will pay this loan on demand, or if no demand is made, with the following terms and conditions:

Borrower will pay this loan on demand, or if no demand is made, in Three Hundred Ninety-Three (393) amortized principal and interest payments of \$3,001.86. Borrower's first amortized payment including principal and interest, must be paid by April 30, 2024, and all subsequent payments will be due on the first day of each consecutive month thereafter at an annual rate of interest of 3.000%. All outstanding principal along with accrued interest shall be due and payable on January 30, 2057. The loan principal along with accrued interest shall be due and payable with a single and final payment due on January 30, 2057, and in the amount of \$3,001.86 for all outstanding principal along with accrued interest.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a-year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs and any late charges, then to any unpaid interest, and any remaining amount to principal.

PURPOSE. Borrower agrees that all loan funds will be used for the specific purpose of providing for improvement and rehabilitation of that specific mobile home park located on Assessor Parcel Number 727-290-003 and commonly referred to with the address of 92241 National Avenue, Mecca, CA 92254, as defined in Exhibit B ("Real Property"). As provided for in this Promissory Note, Borrower shall not be required to make monthly amortized payments until January 1, 2001, and interest shall not start to accrue until December 1, 2000. During such period of time, between loan closing on note date of September 23, 1999, through January 1, 2001, Borrower agrees to provide for and complete construction of all infrastructure systems to real property referenced in this section of this promissory note in need of repair and rehabilitation which include electrical systems, fire systems, sewer systems and road improvement.

DISBURSEMENT. Borrower agrees that all loan fund disbursements shall be controlled by Lender and shall be in accordance with Exhibit A to this Promissory Note and attached herewith and by this reference incorporated herein.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather they will reduce the principal balance due.

LATE CHARGE. If payment is ten (10) days or later, Borrower will be charged 5.00% of the regularly scheduled payment.

DEFAULT. Borrower will be in default in any of the following happens: (a) Borrower fails to make any payment when due, (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or any other agreement or loan Borrower has with Lender, (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished, (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws, (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender, (t) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note, (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

In any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of the Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon Borrower's failure to pay all amounts declared due pursuant to this section, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note. Lender may hire or pay someone able to help collect • this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law: Lender's attorney's fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceeding (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also will pay any court costs, in, addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of California. If there is a lawsuit, borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Riverside County, the State of California. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the State of California.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

COLLATERAL. Borrower acknowledges this Note is secured by, in addition to any other collateral, a First Amendment to Deed of Trust dated _____, 2024, to a trustee in favor of Lender on Real Property located in Riverside County, State of California. That agreement contains the following transfer of property provision; Lender may, at its option, declare immediately due and payable all sums secured by this Note upon the sale or transfer, without the Lender's prior written consent, of all or any part of Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property interest. If any trustor is a corporation, partnership or limited liability company interests, as the case may be, of Trustor. However, this option shall not be exercised by Lender if such exercise is

prohibited by applicable law.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or protect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER: LUCY LA PENA, AN UNMARRIED WOMAN, PAUL LA PENA, A MARRIED MAN, and DAVID LA PENA, A MARRIED MAN

By: _____
Lucy La Pena

Date: _____

By: _____
Paul La Pena

Date: _____

By: _____
David La Pena

Date: _____

(TRUSTOR signature needs to be notarized)

(SIGNATURES CONTINUE ON NEXT PAGE)

AGREED AND ACCEPTED BY LENDER:


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

By: form - do not sign

Heidi Marshall, Executive Director

APPROVED AS TO FORM:

MINH C. TRAN
GENERAL COUNSEL

By: _____
Amrit P. Dhillon
Deputy General Counsel

<CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENTS>

EXHIBIT A

USES OF FUNDS		
REPAIRS		
Electrical Connections	\$4,200	
Fire Lift Station & Sewer Connections	\$275,000	
Community Area	\$500	
Trash Enclosure	\$500	
Road Improvements	\$87,640	
Repairs Subtotal		\$367,840
TESTING		
Geological Report	\$3,000	
Soils Test	\$3,000	
Pump Water & Chemical Test	\$1,000	
Testing Subtotal		\$7,000
FEES		
Conditional Use Permit Fee	\$3,500	
Geological Review Fee	\$850	
CVWD Connection Fee	\$24,000	
Environmental Health Review Fee	\$500	
CVWD Review Fee	\$1,000	
Fees Subtotal		\$29,850
PROFESSIONAL		
OTHER		
Contingency	\$40,000	
Other Subtotal		\$40,000
<i>TOTAL USES OF FUNDS</i>		\$444,690

EXHIBIT B

Legal description:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO BASE AND MERIDIAN.

Amortization Calculator

Loan amount

Loan term

Interest rate

Optional: make extra payments

Calculate Clear

Monthly Pay: \$3,001.86



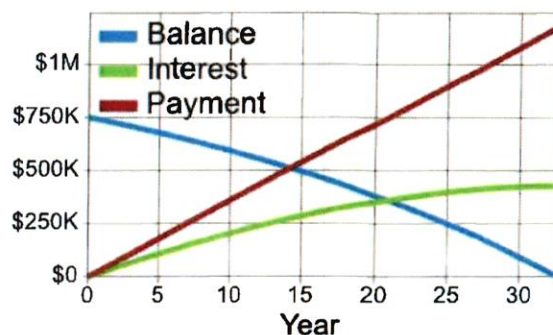
Total of 393 monthly payments \$1,179,729.22

Total interest \$429,065.16

Amortization schedule

Annual Schedule Monthly Schedule

Year	Interest	Principal	Ending Balance
1	\$22,332.71	\$13,689.56	\$736,974.50
2	\$21,916.33	\$14,105.94	\$722,868.56
3	\$21,487.28	\$14,534.98	\$708,333.58
4	\$21,045.19	\$14,977.08	\$693,356.50
5	\$20,589.64	\$15,432.62	\$677,923.88
6	\$20,120.25	\$15,902.02	\$662,021.86
7	\$19,636.57	\$16,385.70	\$645,636.16
8	\$19,138.18	\$16,884.08	\$628,752.08
9	\$18,624.64	\$17,397.63	\$611,354.45
10	\$18,095.47	\$17,926.79	\$593,427.66
11	\$17,550.21	\$18,472.05	\$574,955.61
12	\$16,988.37	\$19,033.90	\$555,921.71
13	\$16,409.43	\$19,612.83	\$536,308.88
14	\$15,812.89	\$20,209.38	\$516,099.50
15	\$15,198.20	\$20,824.06	\$495,275.44
16	\$14,564.82	\$21,457.45	\$473,817.99
17	\$13,912.17	\$22,110.10	\$451,707.90
18	\$13,239.67	\$22,782.60	\$428,925.30
19	\$12,546.72	\$23,475.55	\$405,449.75
20	\$11,832.69	\$24,189.58	\$381,260.17
21	\$11,096.94	\$24,925.33	\$356,334.84
22	\$10,338.81	\$25,683.46	\$330,651.38



23	\$9,557.62	\$26,464.65	\$304,186.74
24	\$8,752.67	\$27,269.59	\$276,917.14
25	\$7,923.24	\$28,099.02	\$248,818.12
26	\$7,068.58	\$28,953.68	\$219,864.44
27	\$6,187.93	\$29,834.34	\$190,030.10
28	\$5,280.49	\$30,741.78	\$159,288.33
29	\$4,345.45	\$31,676.82	\$127,611.51
30	\$3,381.97	\$32,640.30	\$94,971.21
31	\$2,389.18	\$33,633.08	\$61,338.13
32	\$1,366.20	\$34,656.07	\$26,682.06
33	\$334.64	\$26,682.06	\$-0.00

by Calculator.net