

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



ITEM: 13.1
(ID # 27245)

MEETING DATE:

Tuesday, May 06, 2025

FROM : HOUSING AUTHORITY

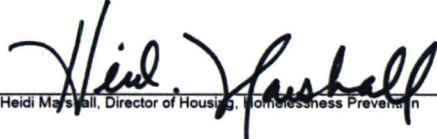
SUBJECT: HOUSING AUTHORITY: Approve the Form of the Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments (AHAP) Contract for New Construction and Approve the Form of the Consent to Assignment of AHAP and HAP Contract as Security for Financing (PBV) for Oak View Ranch Senior Apartments Project, Located in the City of Murrieta, By and Between NCRC Murrieta Senior Housing LP and the Housing Authority of the County of Riverside; District 3. [\$0]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the form of the attached Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments Contract for New Construction by and between NCRC Murrieta Senior Housing LP, a California limited partnership, and the Housing Authority of the County of Riverside (AHAP Contract) for the Oak View Ranch Senior Apartments located in the City of Murrieta;

Continued on page 2


ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 3/12/2025

MINUTES OF THE BOARD OF COMMISSIONERS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 6, 2025
xc: Housing

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 form of the Section 8 Project-Based Voucher Program Housing Assistance Payments Contract - New Construction or Rehabilitation Part 1 of HAP Contract (HAP Contract);
3. Approve the form of the Consent to Assignment of AHAP Contract and HAP Contract as Security for Financing (PBV) (Consent to Assignment); and
4. Authorize the Executive Director of the Housing Authority of the County of Riverside, or designee, to execute an AHAP Contract, a HAP Contract, and a Consent to Assignment, each substantially conforming in form and substance to the attached AHAP Contract, HAP Contract, and Consent to Assignment, subject to approval as to form by County Counsel; and to take all necessary steps to implement the AHAP Contract, HAP Contract, and the Consent to Assignment including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

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: N/A			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

National Community Renaissance of California, also known as National CORE, a California nonprofit public benefit corporation and an affordable housing developer (Developer), was selected to receive a total of 40 Housing Choice Voucher Program (HCVP or Section 8) Project-Based Vouchers (PBVs). The PBVs were awarded following a competitive request for proposals released on October 27, 2022 (RFP No. 2022-201), which resulted in the award of 8 PBVs. Additionally, on November 11, 2023 (RFP No. 2023-120), the Housing Authority of the County of Riverside (HACR) awarded 32 PBV PBVs in accordance with Section 21.3 of HACR's administrative plan for the HCVP and in compliance with 24 CFR 983.51. These vouchers are designated for the Oak View Ranch Senior Apartments Project, which aims to develop 81 units of affordable rental housing for low-income senior households. Of these units, 32 PBV will be allocated as permanent supportive housing for households experiencing homelessness or for disabled families.

The proposed project will be owned and operated by NCRC Murrieta Senior Housing LP, a California limited partnership (Partnership), formed by the Developer for the purpose of developing and financing new construction of the proposed project. The proposed project will consist of a total of 80 senior resident units, plus 1 two-bedroom unit unrestricted as a manager's unit, located on approximately 1.47 acres of the 6.22 acres site vacant real

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property owned by the City of Murrieta located at 24960 Adams Avenue in the City of Murrieta, California, 92562, identified as Assessor's Parcel Number 906-080-073, a subdivision of APN 906-080-018 (Property). The proposed project includes 72 one-bedroom units (522 sq. ft.), 8 two-bedroom units (781 sq. ft.), and 1 three-bedroom unit (1028 sq. f.t). Onsite amenities include outdoor pool and clubhouse, children's playground, community center, community garden, half basketball court, outdoor fitness stations and conversation areas, pet-friendly green space, BBQ area with tables, Boys & Girls Club and a senior center. In addition, the project will include the preservation of the existing oak tree on the site, and the integration of the proposed pedestrian paseos.

Pursuant to the National Environmental Policy Act (NEPA), on November 28, 2023 (Minute Order 3.24) the Board of Supervisors adopted the Environmental Assessment prepared by the County of Riverside Housing and Workforce Solutions (HWS) as the Responsible Entity which found that the proposed project would not have a significant effect on the environment.

Impact on Residents and Businesses

The rental assistance that the PBVs are providing the proposed project will have a positive impact on the residents to stabilize housing and operation of the new construction housing complex in addition to providing affordable housing to the community.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund. The Housing Authority's contribution to the project includes Housing Choice Voucher Program Project-Based Vouchers which are fully funded from the United States Department of Housing and Urban Development.

Attachments:

- Form of Agreement to Enter into Housing Assistance Payments Contract, including all exhibits
- Form of Housing Assistance Payment Contract
- Form of Consent to Assignment


Brianita Lontajo, Principal Management Analyst 4/25/2025


Aaron Gettis, Chief of Deputy County Counsel 4/22/2025

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is required to establish terms between the PHA and the owner prior to execution of a HAP contract for PBV assistance as provided in §983.152. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.152. The information is being collected to establish the agreement between the PHA and owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract
("Agreement") is between:

_____ ("PHA") and
_____ ("owner").

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract ("HAP Contract") units to in accordance with Exhibit B and to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

_____ Single-stage project

- i. Effective Date for all contract units: _____
- ii. Date of Commencement of the Work: The date for commencement of work is not later than _____ calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than _____ calendar days after the effective date of this Agreement.

_____ Multi-Stage Project

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

Agreement to Enter into a PBV HAP Contract

HUD 52531A, Part 1 of 2
(04/2023)

Previous Editions are obsolete

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1.5 Nature of the Work

_____ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.

_____ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
 - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
 - _____ A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - _____ An architect's or developer's certification that the housing complies with:
 - _____ the HQS;
 - _____ State, local, or other building codes;
 - _____ Zoning;

- _____ The rehabilitation work write-up for rehabilitated housing;
- _____ The work description for newly constructed housing; or
- _____ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.
- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.
- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

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

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.
- C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.
- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.

B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement of HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

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

B. Disclosure

The owner certifies that:

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

1.24 Lobbying Certifications

A. The owner certifies, to the best of the owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

1.25 Subsidy Layering

A. Owner Disclosure

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

B. Limit of Payments

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

1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;

3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35
7. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
8. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
9. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
10. HUD’s Equal Access Rule at 24 CFR 5.105.

The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

_____ Equal Employment Opportunity

Section 2.1 applies only to construction contracts of more than \$10,000.

_____ Labor Standards Requirements

Sections 2.3, 2.7, and 2.9 apply only when this Agreement covers nine or more units.

_____ Flood Insurance

Section 2.10 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

FORM APPROVED COUNTY COUNSEL
4/21/2025
DATE
BY: AMR/P THILLON

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) Housing Authority of the County of Riverside
By:
Signature of authorized representative
Name and official title (Print)
Heidi Marshall, Executive Director
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

Borrower/Owner:

NCRC Murrieta Senior Housing LP,

a California limited partnership

By: NCRC Murrieta Senior MGP LLC,

a California limited liability company

Its General Partner

By: National Community Renaissance of California

a California nonprofit public benefit corporation

Its Manager

By: _____

Name: Michael Finn

Title: Chief Financial Officer

**Exhibit A – of AHAP
Approved PBV Proposal**



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

901 P Street, Suite 213A
Sacramento, CA 95814
p (916) 654-6340
f (916) 654-6033
www.treasurer.ca.gov/ctcac

MEMBERS

FIONA MA, CPA, CHAIR
State Treasurer

MALIA M. COHEN
State Controller

JOE STEPHENSHAW
Director of Finance

GUSTAVO VELASQUEZ
Director of HCD

VACANT
Executive Director of CalHFA

EXECUTIVE DIRECTOR
Marina Wiant

January 21, 2025

Meena Bavan, Director, and William M. Rhodes, Division Director
Los Angeles Field Office
U.S. Department of Housing and Urban Development
300 North Los Angeles Street, Suite 4054
Los Angeles, CA 90012

Re: Project Name: Oak View Ranch Senior Apartments
CTCAC #: CA-24-754
Address: 24960 Adams Avenue, Murrieta, CA 92562
Housing Authority: Housing Authority of the County of Riverside (HACR)
Owner: NCRC Murrieta Senior Housing LP
General Partners: NCRC Murrieta Senior MGP LLC
Developer: National Community Renaissance of California

Dear Meena Bavan and William M. Rhodes:

Enclosed is a HERA Section 2835 Subsidy Layering Certification executed by Marina Wiant, Executive Director of the California Tax Credit Allocation Committee (CTCAC), for the captioned project. The review was conducted in accordance with Federal Register Volume 88, No.48, published on Monday, March 13, 2023.

The project is receiving assistance through the following means: HUD Section 8 Project-based Voucher Program, County of Riverside Loan, Murrieta Housing Authority: Ground Lease Loan & American Rescue Plan Act (ARPA) Loan, the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) exemption, tax-exempt bonds, and federal low-income housing tax credits.

Project Description: This project is being developed by National Community Renaissance of California with vouchers from the Housing Authority of the County of Riverside (HACR). This project involves the new construction of 81 units, 80 of which are qualified affordable tax-credit units and 1 is a manager unit. The project will serve low-income homeless and elderly tenants. HACR intends to attach project-based vouchers to 40 units, which are 35 one-bedroom and 5 two-bedroom units.

The CTCAC review is based upon documentation submitted by NCRC Murrieta Senior Housing LP and HACR. The proposed contract rents set by HACR for the project-based vouchers assisted units do not exceed 110% of the 2024 Riverside-San Bernardino-Ontario, CA HUD MSA FMRs. The proposed contract rents are deemed reasonable in comparison to market rents at:

<u>BR Size</u>	<u>Number of Units</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
1 BR	35	\$1,689	\$83	\$1,772
2 BR	5	\$2,026	\$118	\$2,144

Feel free to contact me at (916) 651-0570 or at michael.reichert@treasurer.ca.gov if you have any questions regarding this certification.

Sincerely,

Michael Reichert

Michael Reichert
Program Analyst

Attachments

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
HOUSING AND ECONOMIC RECOVERY ACT OF 2008 (HERA)
SECTION 2835(a)(1)(M)(i) SUBSIDY LAYERING CERTIFICATION**

For purposes of the provision of Section 8 Project Based Voucher Assistance authorized pursuant to 42 U.S.C. 8(o)(13), pursuant to Section 2835(a)(1)(M)(i) of the Housing and Economic Recovery Act of 2008 (HERA), Section 102 of the Department of Housing and Urban Development Reform Act of 1989, and in accordance with HUD's Administrative Guidelines, all of which address the prevention of excess governmental subsidy, I hereby certify that the Section 8 project-based voucher assistance provided by the United States Department of Housing and Urban Development to the County of Riverside, located in the City of Murrieta, for Oak View Ranch Senior Apartments, **CTCAC #CA-24-754**, located in the City of Murrieta, is not more than is necessary to provide affordable housing after taking into account other government assistance.

By: CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (CTCAC)



Marina Wiant
Deputy Director

January 21, 2025
Date



HOUSING AUTHORITY of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951) 354-6324
TDD (951) 351-9844

April 18, 2025

National Community Renaissance of California
9692 Haven Ave. Ste. 100
Rancho Cucamonga, CA 91730
Attn: John Witkowski

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website: harivco.org

RE: Estimate of Initial Rents – HCV Project-Based Vouchers
Oak View Ranch Senior Apartments - Murrieta

Dear Mr. Witkowski:

The Housing Authority of the County of Riverside in accordance with the 24 Code of Federal Regulations (CFR) 983.301 has completed a rent comparability analysis to determine the estimated initial rents for the Project-Based Vouchers that will be utilized for the Oak View Ranch Senior Apartments in Murrieta, CA. The estimated initial contract rent, current applicable utility allowance and gross contract rent are as follows (updated to include Energy Efficient Utility Allowances with tentative approval previously granted on 8-7-23):

PBV Contract Rent Determination

Bedroom Size	1BR	2BR
Rent Requested by Owner	\$1,937	\$2,226
Reasonable Rent	\$1,937 per AffordableHousing.com	\$2,226 per AffordableHousing.com
110% of 2025 FMR eff 10/1/24	\$2,037 (\$1,852 + 185)	\$2,536 (\$2,306 + \$230)
less EE Utility Allowance eff 7/1/24	\$65	\$95
FMR Rent Cap	\$1,972	\$2,441
The PBV Contract Rent is determined according to 24 CFR 983.301(b) and is set at the lowest of: (1) the Reasonable Rent, (2) the rent requested by the owner, or (3) the Fair Market Rent (FMR) cap minus the Utility Allowance.	\$1,937	\$2,226

Actual rents will be determined prior to execution of the Project-Based Voucher Program Housing Assistance Payment (HAP) Contract. If you have any questions, please feel free to contact me at (951) 343-5434.

Sincerely,

Erlan Gonzalez

Erlan Gonzalez
Principal Development Specialist

24 Code of Federal Regulations (CFR) 983.301 Determining the rent to owner.

(a) *Initial and redetermined rents.* (1) The amount of the initial and redetermined rent to owner is determined in accordance with this section and § 983.302.

(b) *Amount of rent to owner.* Except for certain tax credit units as provided in paragraph (c) of this section, **the rent to owner must not exceed the lowest of:**

(1) An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the unit bedroom size minus any utility allowance; (2) The reasonable rent; or (3) The rent requested by the owner.

(c) *Rent to owner for certain tax credit units.* (1) This paragraph (c) applies if: (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42); (ii) The contract unit is not located in a qualified census tract; (iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with paragraph (b) of this section. (2) In the case of a contract unit described in paragraph (c)(1) of this section, the rent to owner must not exceed the lowest of: (i) The tax credit rent minus any utility allowance; (ii) The reasonable rent; or (iii) The rent requested by the owner. (3) The “tax credit rent” is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance). (4) A “qualified census tract” is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which: (i) At least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI); or (ii) Where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

(d) *Rent to owner for other tax credit units.* Except in the case of a tax-credit unit described in paragraph (c)(1) of this section, the rent to owner for all other tax credit units may be determined by the PHA pursuant to paragraph (b) of this section.

(e) *Reasonable rent.* The PHA shall determine the reasonable rent in accordance with § 983.303. The rent to the owner for each contract unit may at no time exceed the reasonable rent, except in cases where, the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

(ii) *Redetermination of rent to owner.* When redetermining the rent to owner, the PHA shall use the most recently published FMR and the PHA utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

Note: Oak View Ranch Senior Apartments, located in Census Tract [498], is not in a Qualified Census Tract (QCT). Pursuant to 24 CFR § 983.301(c), Low-Income Housing Tax Credit (LIHTC) rent limits apply. The contract rent must not exceed the lowest of the following: (1) the applicable LIHTC rent limit, (2) 110% of the Fair Market Rent (or any applicable exception payment standard approved by HUD), (3) the reasonable rent as determined by the Housing Authority, or (4) the rent requested by the owner.

24 CFR 983.302 Redetermination of rent to owner.

(a) The PHA must redetermine the rent to owner:

(1) Upon the owner's request; or (2) When there is a 10 percent decrease in the published FMR.

(b) *Rent increase.* (1) The PHA may not make any rent increase other than an increase in the rent to owner as determined pursuant to § 983.301. (Provisions for special adjustments of contract rent pursuant to 42 U.S.C. 1437f(b)(2)(B) do not apply to the voucher program.)

(2) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the PHA. The length of the required notice period of the owner request for a rent increase at the annual anniversary may be established by the PHA. The request must be submitted in the form and manner required by the PHA. [Refer to 24 CFR 983.1, 983.2, 982.308(g)(4) The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements.]

(3) The PHA may not approve, and the owner may not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

(c) *Rent decrease.* (1) If there is a decrease in the rent to owner, as established in accordance with § 983.301, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment. (2) If the PHA has elected within the HAP contract to not reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract, except: (i) To correct errors in calculations in accordance with HUD requirements; (ii) If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55; or (iii) If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

(d) *Notice of rent redetermination.* Rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent (as determined in accordance with 24 CFR 983.301 and 983.302). The PHA notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

(e) *Contract year and annual anniversary of the HAP contract.* (1) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term. (2) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

(3) See § 983.207(c) for information on the annual anniversary of the HAP contract for contract units completed in stages.

24 CFR 983.207(c) Staged completion of contract units. Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and Urban
Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Housing Authority of the County of Riverside, CA		Unit Type: Multi-Family (Apartment)				Date (mm/dd/yyyy) 7-1-2024		
Utility of Service (Energy Efficient)	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	Natural Gas	\$16.00	\$19.00	\$20.00	\$22.00	\$23.00	\$25.00	\$27.00
	Bottle Gas	\$50.00	\$60.00	\$64.00	\$69.00	\$73.00	\$78.00	\$87.00
	Electric (<i>avg</i>)	\$13.00	\$15.00	\$19.00	\$23.00	\$26.00	\$30.00	\$32.00
	Fuel Oil							
Cooking	Natural Gas	\$3.00	\$5.00	\$6.00	\$8.00	\$9.00	\$13.00	\$14.00
	Bottle Gas	\$9.00	\$14.00	\$18.00	\$23.00	\$32.00	\$41.00	\$46.00
	Electric (<i>avg</i>)	\$7.00	\$8.00	\$12.00	\$15.00	\$19.00	\$23.00	\$24.00
Other Electric	<i>Non-SCE (avg)</i>	\$21.00	\$25.00	\$34.00	\$44.00	\$54.00	\$63.00	\$69.00
Other Electric	<i>SCE (Monthly Credit)</i>	\$22.00	\$28.00	\$45.00	\$61.00	\$78.00	\$94.00	\$103.00
Air Conditioning		\$12.00	\$14.00	\$19.00	\$24.00	\$29.00	\$35.00	\$37.00
Water Heating	Natural Gas	\$8.00	\$9.00	\$13.00	\$17.00	\$20.00	\$25.00	\$27.00
	Bottle Gas	\$23.00	\$32.00	\$41.00	\$55.00	\$64.00	\$78.00	\$87.00
	Electric (<i>avg</i>)	\$16.00	\$18.00	\$23.00	\$28.00	\$34.00	\$38.00	\$42.00
	Fuel Oil							
Water	(<i>avg</i>)(<i>MF</i>)	\$27.00	\$28.00	\$30.00	\$32.00	\$35.00	\$38.00	\$40.00
Sewer	(<i>avg</i>)(<i>MF</i>)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Trash Collection	(<i>avg</i>)	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00
Other specify: Electric Charge \$25.83 (Non SCE/Non-Rev Public Monthly)		\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Other specify: Natural Gas Charge \$5.10		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Other specify: Electric Charge \$41.79 (Monthly (Riverside Public Utilities))		\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances-May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
					Heating			
Head of Household Name					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Unit Address Oak View Ranch Senior Apartments 24960 Adams Ave., Murrieta, CA 92562					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
Number of Bedrooms 1 BR \$65; 2 BR \$95					Refrigerator			
					Total			





FY 2025 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2025 Riverside-San Bernardino-Ontario, CA MSA FMRs for All Bedroom Sizes

Final FY 2025 & Final FY 2024 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2025 FMR	\$1,776	\$1,852	\$2,306	\$3,079	\$3,745

The Riverside-San Bernardino-Ontario, CA MSA consists of the following counties: Riverside County, CA; and San Bernardino County, CA. All information here applies to the entirety of the Riverside-San Bernardino-Ontario, CA MSA.

FY 2025 FMR EFFECTIVE 10/1/2024 THROUGH 9/30/2025

https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2025_code/2025summary.odn

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
\$1,776	\$1,852	\$2,306	\$3,079	\$3,745	\$4,306	\$4,868	\$5,430

CALCULATE 110% OF FMR BY BEDROOM SIZE (MUST ROUND DOWN)

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
100% FMR	\$1,776	\$1,852	\$2,306	\$3,079	\$3,745	\$4,306	\$4,868	\$5,430
10% FMR	177	185	230	307	374	430	486	543
110% FMR	\$1,953	\$2,037	\$2,536	\$3,386	\$4,119	\$4,736	\$5,354	\$5,973

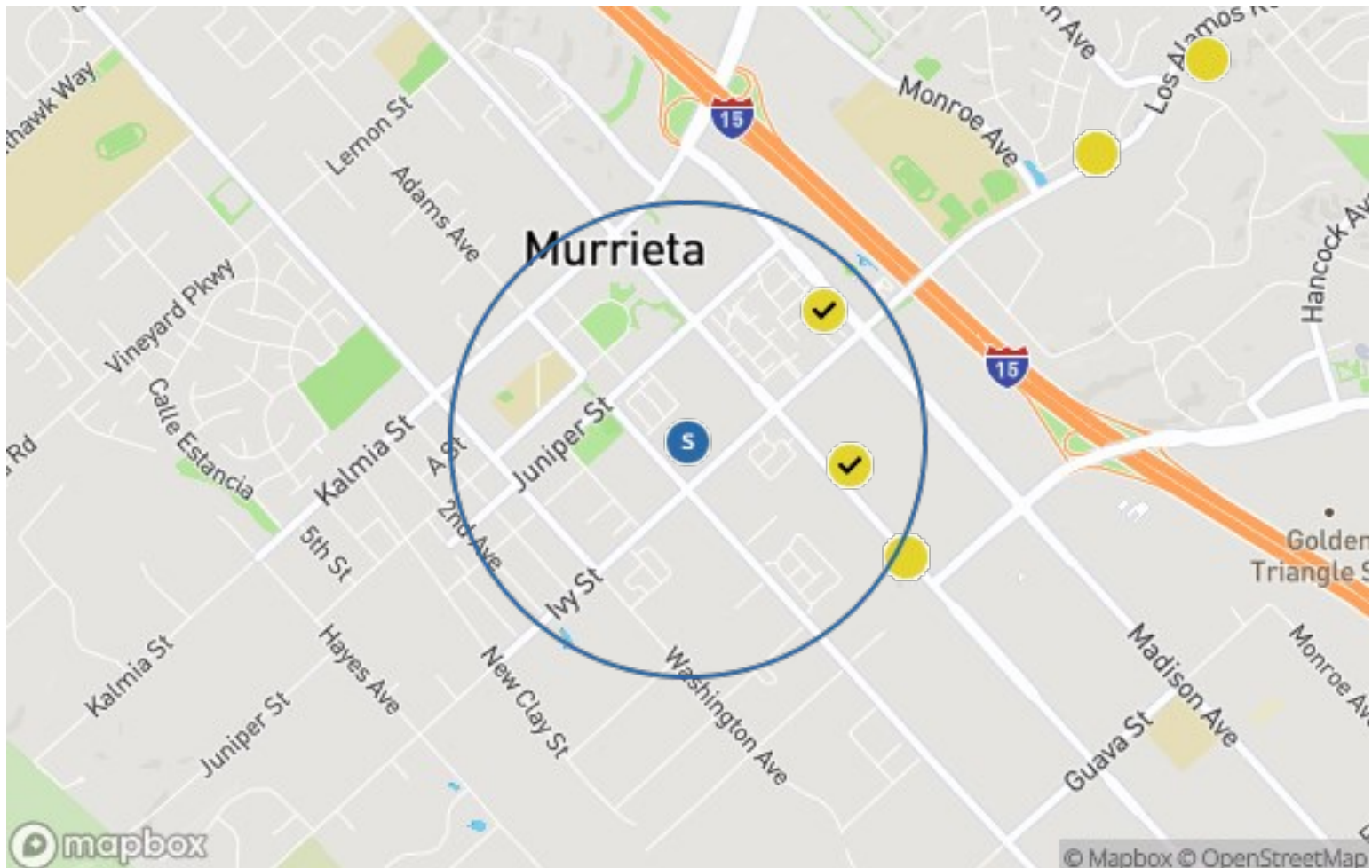
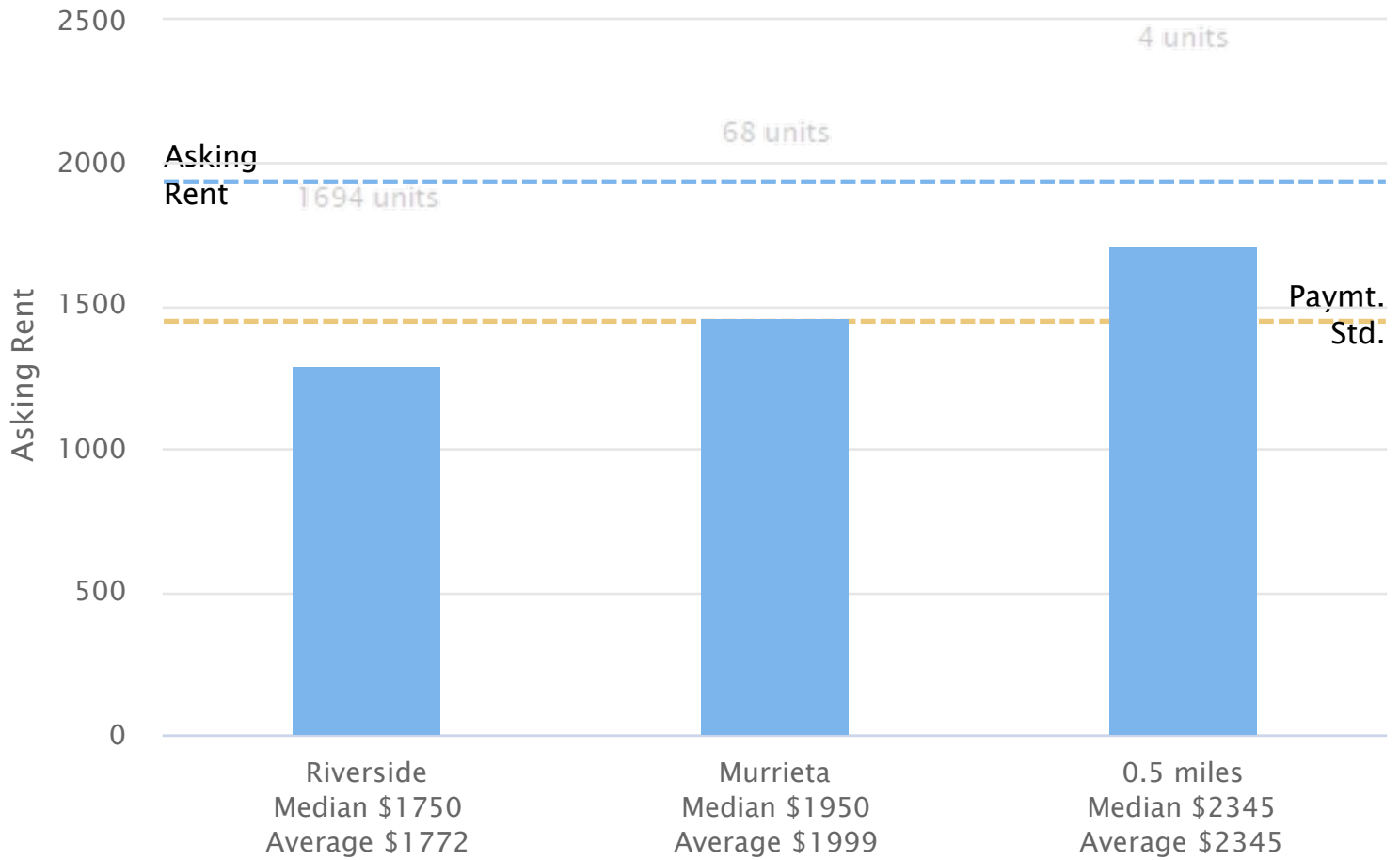
Proceed to next step of deducting utility allowance from 110% of FMR to determine FMR RENT CAP

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
110% FMR	\$1,953	\$2,037	\$2,536	\$3,386	\$4,119	\$4,736	\$5,354	\$5,973
Minus Utility Allowance		\$65	\$95					
FMR RENT CAP		\$1,972	\$2,441					

Attach Utility Allowance Calculation for each BR Size

Rent Reasonable Valuation				
	Subject	Comparable 1	Comparable 2	Comparable 3
Address	24960 Adams Ave	24909 Madison Ave 2812	25150 Jefferson Ave 2305	25150 Jefferson Ave 7306
Model		1/1/0/854	1/1/0/762	1/1/0/762
City	Murrieta 92562	Murrieta 92562	Murrieta 92562	Murrieta 92562
LOCATION				
Subdivision				
Proximity to Subject		0.39	0.35	0.35
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
Size				
Beds/Baths/Half Baths	1/1/0	1/1/0	1/1/0	1/1/0
Sq. Ft.	685	854	762	762
Adjustment		Superior / Adj: -\$30.42	Superior / Adj: -\$13.86	Superior / Adj: -\$13.86
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built	2025	2004	2024	2024
Adjustment		Inferior / Adj: \$172.50	Similar / Adj: \$0.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$172.50	Inferior / Adj: \$234.50	Inferior / Adj: \$234.50
UTILITIES				
Heat	Electric / Tenant	Electric / Tenant	Electric / Tenant	Electric / Tenant
Hot Water / Paid By	Electric / Tenant	Natural Gas / Owner	Natural Gas / Owner	Natural Gas / Owner
Cooking / Paid By	Electric / Tenant	Electric / Tenant	Electric / Tenant	Electric / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Owner
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Superior / Adj: -\$9.00	Superior / Adj: -\$9.00	Superior / Adj: -\$9.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Pool, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Pool, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Pool, Refrigerator, Stove, Gated Community
AC	Central	Central	Central	Central
Heat	Central	Unknown	Central	Central
Parking	1 Covered Space	2 - Car Garage	Unknown	Unknown
Exterior Features				
Lot Size				
Adjustment		Superior / Adj: -\$90.00	Superior / Adj: -\$45.00	Superior / Adj: -\$45.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		4/22/2024	1/16/2025	12/12/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$1,937.00	\$1,725.00	\$2,345.00	\$2,345.00
Actual Rent				
Adjustment		\$215.58	\$166.64	\$166.64
Adjusted Monthly Rent		\$1,940.58	\$2,511.64	\$2,511.64
COMPARABLE BREAKDOWN				
15,977 Recent comparables in jurisdiction 1,694 Similar 1 bedroom comparables in Riverside County 68 Similar 1 bedroom comparables in the City of Murrieta 4 Within 0.50 miles				
CERTIFICATION				
I (we) estimate the monthly market rent of the subject as of 04/18/2025 to be \$2,321.29.				
The adjusted reasonable rent range is \$1,940.58 to \$2,511.64.				
Requested Rent Amount: \$1,937.00 Rent Approved: \$1,937.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u>				
QC Certifier Signature: _____				
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of \$1,937.00 IS reasonable, and the approved rent of \$1,937.00 IS reasonable.				
<div><div></div><div><div>Certification ID</div><div>ADE73E5E-C22D-476C-8D99-A1A1867FE859</div></div><div><div>Certification Date</div><div>2025-4-18</div></div><div><div>Version</div><div>AVM 6.1, RRC 7.0, RW5</div></div><div><div>Client Reference</div><div></div></div><div><div>Voucher</div><div>1</div></div><div><div>Bedroom</div><div></div></div><div><div>Family Name</div><div>Oak View Ranch Senio</div></div><div><div>Housing Authority</div><div>Housing Authority of the County of Riverside</div></div><div><div>Certifier</div><div>Erlan Gonzalez</div></div><div><div>Utility Schedule</div><div>7/24 Riverside / Multi- Family/ Energy Efficient/ SCE</div></div><div><div>Page</div><div>1 of 1 excluding appendices.</div></div></div>				

Local Market Analysis



The adjusted reasonable rent range is \$1,940.58 to \$2,511.64.

Comparable 1:	\$1,940.58	80.53% Somewhat Similar
Comparable 2:	\$2,511.64	89.83% Somewhat Similar
Comparable 3:	\$2,511.64	89.83% Somewhat Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:
Living area for comparable is superior to subject (-\$30.42 adjustment)
Condition for comparable is inferior to subject (\$172.50 adjustment)
Quality for comparable is inferior to subject (\$172.50 adjustment)
Gated community for comparable is superior to subject (-\$10.00 adjustment)
Laundry for comparable is superior to subject (-\$40.00 adjustment)
Parking for comparable is superior to subject (-\$40.00 adjustment)
Hot water utility for comparable is superior to subject (-\$9.00 adjustment)
Total adjustment for this property is (\$215.58)

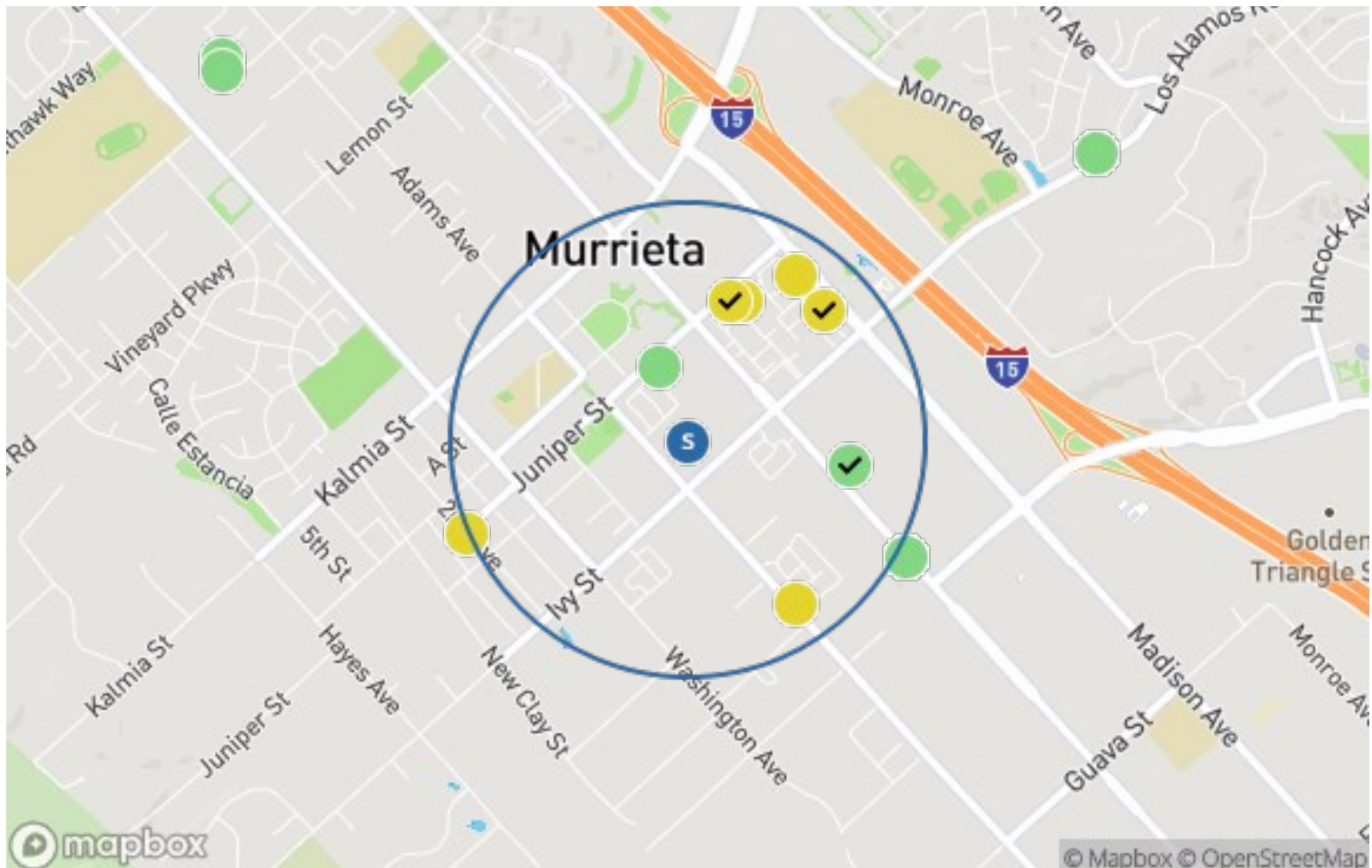
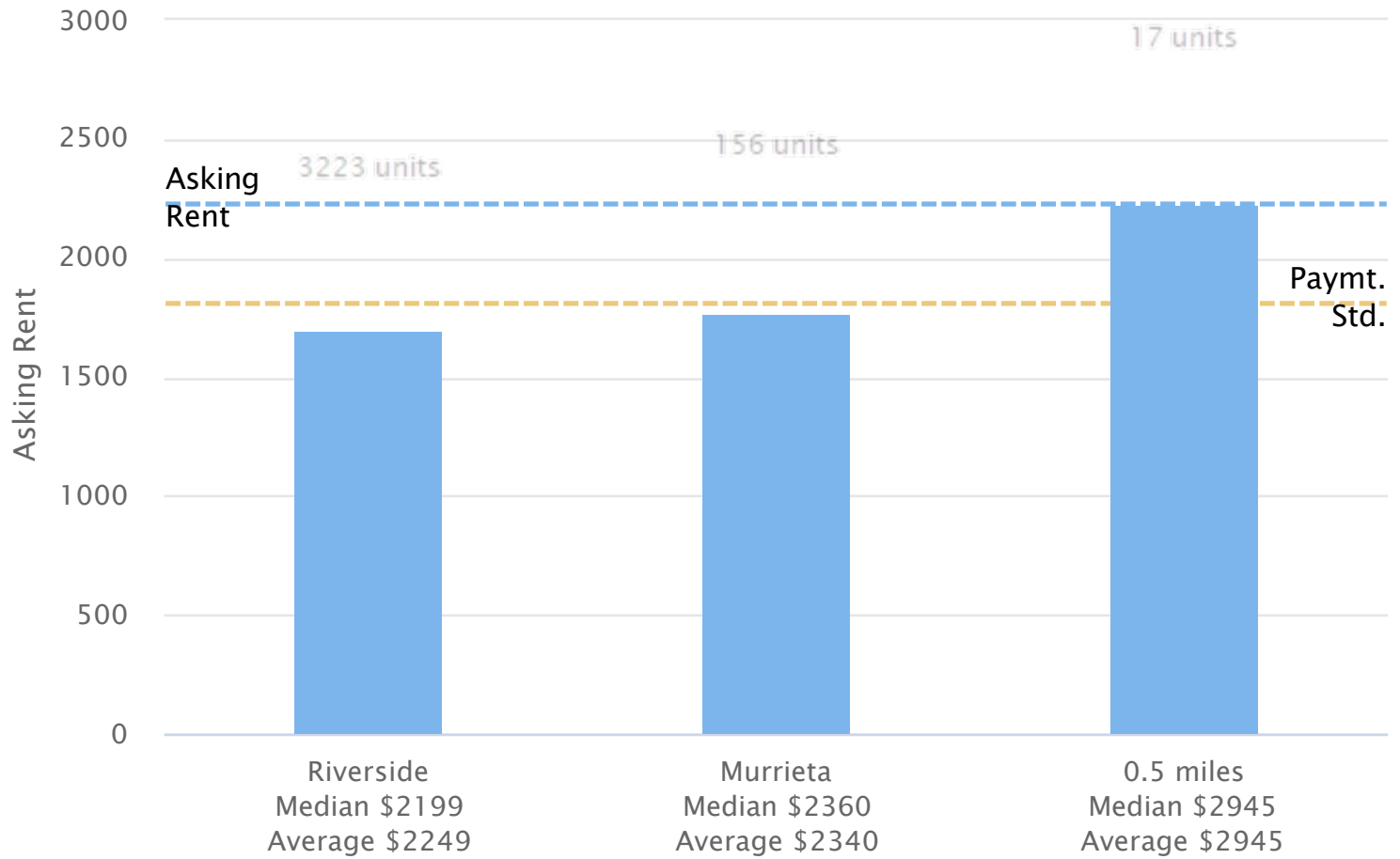
Comparable 2:
Living area for comparable is superior to subject (-\$13.86 adjustment)
Quality for comparable is inferior to subject (\$234.50 adjustment)
Microwave for comparable is inferior to subject (\$5.00 adjustment)
Gated community for comparable is superior to subject (-\$10.00 adjustment)
Laundry for comparable is superior to subject (-\$40.00 adjustment)
Hot water utility for comparable is superior to subject (-\$9.00 adjustment)
Total adjustment for this property is (\$166.64)

Comparable 3:
Living area for comparable is superior to subject (-\$13.86 adjustment)
Quality for comparable is inferior to subject (\$234.50 adjustment)
Microwave for comparable is inferior to subject (\$5.00 adjustment)
Gated community for comparable is superior to subject (-\$10.00 adjustment)
Laundry for comparable is superior to subject (-\$40.00 adjustment)
Hot water utility for comparable is superior to subject (-\$9.00 adjustment)
Total adjustment for this property is (\$166.64)

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

Rent Reasonable Valuation				
	Subject	Comparable 1	Comparable 2	Comparable 3
Address	24960 Adams Ave	24909 Madison Ave 2714	41410 Juniper St 2723	25150 Jefferson Ave 2201
Model		2/2/0/1232	2/2/0/1159	2/2/0/1168
City	Murrieta 92562	Murrieta 92562	Murrieta 92562	Murrieta 92562
LOCATION				
Subdivision				
Proximity to Subject		0.39	0.3	0.35
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
Size				
Beds/Baths/Half Baths	2/1/0	2/2/0	2/2/0	2/2/0
Sq. Ft.	925	1232	1159	1168
Adjustment		Superior / Adj: -\$100.26	Superior / Adj: -\$87.12	Superior / Adj: -\$88.74
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built	2025	2004	2005	2024
Adjustment		Inferior / Adj: \$259.50	Inferior / Adj: \$215.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$259.50	Inferior / Adj: \$215.00	Inferior / Adj: \$294.50
UTILITIES				
Heat	Electric / Tenant	Electric / Tenant	Electric / Tenant	Electric / Tenant
Hot Water / Paid By	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Owner	Natural Gas / Owner
Cooking / Paid By	Electric / Tenant	Electric / Tenant	Electric / Tenant	Electric / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Tenant	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Tenant	City Water / Owner	City Water / Owner
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$64.00	Superior / Adj: -\$13.00	Superior / Adj: -\$13.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Inferior / Adj: \$32.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Pool, Refrigerator, Stove	Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Pool, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Gated Community, Fireplace	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Pool, Refrigerator, Stove, Gated Community
AC	Central	Central	Central	Central
Heat	Central	Central	Unknown	Central
Parking	1 Covered Space	2 - Car Garage	1 - Carport	Unknown
Exterior Features				
Lot Size				
Adjustment		Superior / Adj: -\$40.00	Superior / Adj: -\$50.00	Superior / Adj: -\$45.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		11/19/2024	8/3/2024	3/13/2025
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,226.00	\$2,595.00	\$2,150.00	\$2,945.00
Actual Rent				
Adjustment		\$474.74	\$279.88	\$147.76
Adjusted Monthly Rent		\$3,069.74	\$2,429.88	\$3,092.76
COMPARABLE BREAKDOWN				
15,977 Recent comparables in jurisdiction				
3,223 Similar 2 bedroom comparables in Riverside County				
156 Similar 2 bedroom comparables in the City of Murrieta				
17 Within 0.50 miles				
CERTIFICATION				
I (we) estimate the monthly market rent of the subject as of 04/18/2025 to be \$2,864.13.				
The adjusted reasonable rent range is \$2,429.88 to \$3,092.76.				
Requested Rent Amount: \$2,226.00 Rent Approved: \$2,226.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u>				
QC Certifier Signature: _____				
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of \$2,226.00 IS reasonable, and the approved rent of \$2,226.00 IS reasonable.				
			Certification ID A062DC90-FE51-4ED5-80C8-367FD39589F5	
			Certification Date 2025-4-18	
			Version AVM 6.1, RRC 7.0, RW5	
			Client Reference	
			Voucher	
			Bedroom 2	
			Family Name Oak View Ranch Senio	
			Housing Authority Housing Authority of the County of Riverside	
			Certifier Erlan Gonzalez	
			Utility Schedule 7/24 Riverside / Multi- Family/ Energy Efficient/ SCE	
			Page 1 of 1 excluding appendices.	

Local Market Analysis



The adjusted reasonable rent range is \$2,429.88 to \$3,092.76.

Comparable 1:	\$3,069.74	80.11% Somewhat Similar
Comparable 2:	\$2,429.88	80.37% Somewhat Similar
Comparable 3:	\$3,092.76	90.41% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Living area for comparable is superior to subject (-\$55.26 adjustment)
Condition for comparable is inferior to subject (\$259.50 adjustment)
Quality for comparable is inferior to subject (\$259.50 adjustment)
Full bath count for comparable is superior to subject (-\$45.00 adjustment)
Parking for comparable is superior to subject (-\$40.00 adjustment)
Water utility for comparable is inferior to subject (\$30.00 adjustment)
Sewer utility for comparable is inferior to subject (\$34.00 adjustment)
Trash utility for comparable is inferior to subject (\$32.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$474.74)

Comparable 2:

Living area for comparable is superior to subject (-\$42.12 adjustment)
Condition for comparable is inferior to subject (\$215.00 adjustment)
Quality for comparable is inferior to subject (\$215.00 adjustment)
Full bath count for comparable is superior to subject (-\$45.00 adjustment)
Gated community for comparable is superior to subject (-\$10.00 adjustment)
Laundry for comparable is superior to subject (-\$40.00 adjustment)
Hot water utility for comparable is superior to subject (-\$13.00 adjustment)
Total adjustment for this property is (\$279.88)

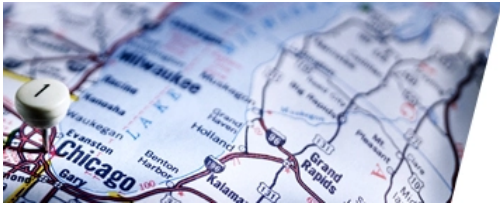
Comparable 3:

Living area for comparable is superior to subject (-\$43.74 adjustment)
Quality for comparable is inferior to subject (\$294.50 adjustment)
Full bath count for comparable is superior to subject (-\$45.00 adjustment)
Microwave for comparable is inferior to subject (\$5.00 adjustment)
Gated community for comparable is superior to subject (-\$10.00 adjustment)
Laundry for comparable is superior to subject (-\$40.00 adjustment)
Hot water utility for comparable is superior to subject (-\$13.00 adjustment)
Total adjustment for this property is (\$147.76)

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MENU



2024 and 2025 Small DDAs and QCTs

Overview of 2024 and 2025 Small DDAs and QCTs

The 2025 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2025. The 2025 QCT designations use tract boundaries from the 2020 Decennial census. The 2025 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2020 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published September 9, 2024.

Current zoom: 13

Select Year:

☒ 2025 ☐ 2024

Select Layer(s):

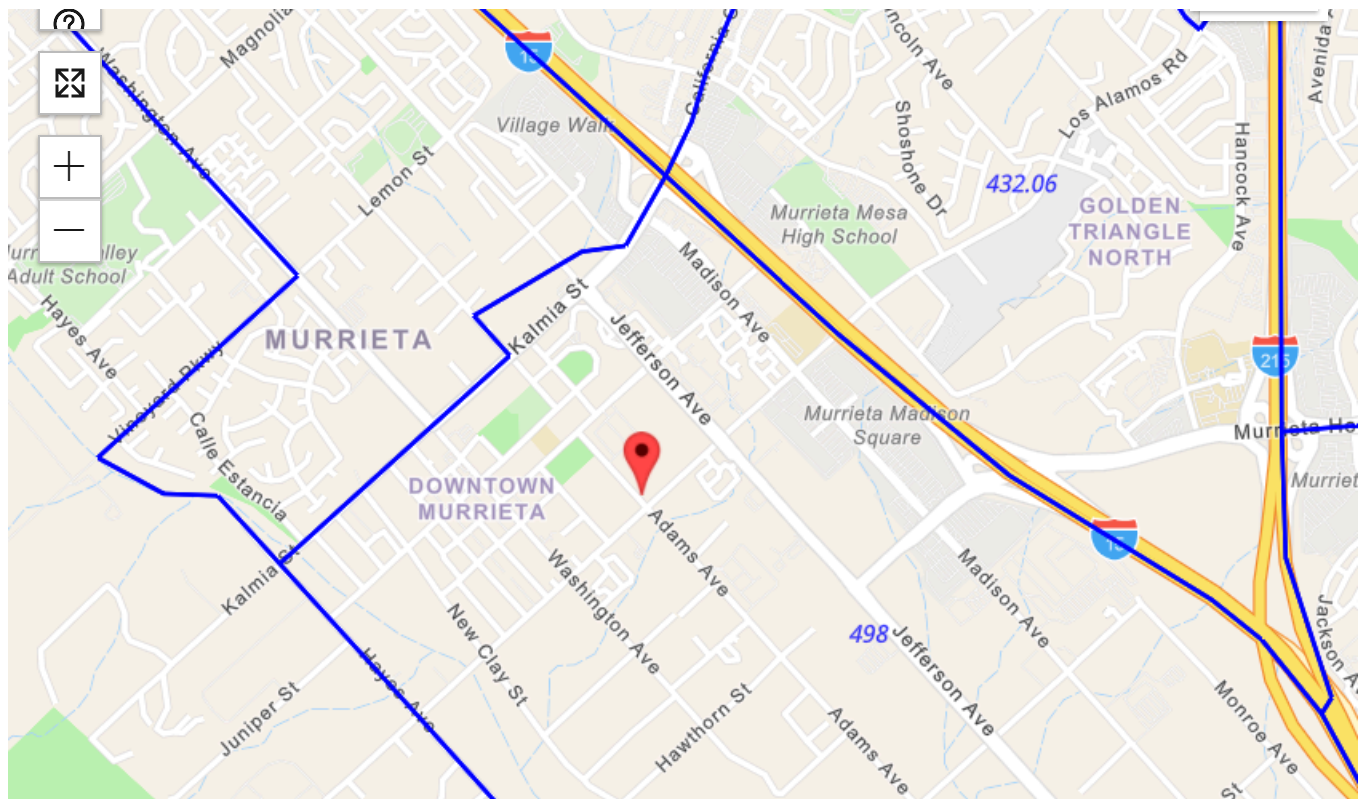
- ☒ LIHTC Projects (Zoom 11+)
- ☒ FMR Outlines (Zoom 4+)
- ☒ Difficult Development Areas (Zoom 7+)
- Non-Metro Difficult Development Areas

Small Difficult Development Areas
- ☒ Color QCT Qualified Tracts (Zoom 7+)
- ☒ Tracts Outline (Zoom 11+)

24960 Adams Ave, Murrie

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County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, M... Powered by Esri

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HUD USER

P.O. Box 23268, Washington, DC 20026-3268

Toll Free: 1-800-245-2691

TDD: 1-800-927-7589

Local: 1-703-964-0670 **Fax:** 1-202-708-9981





Together, we transform lives and communities

Request for Reasonable Rent Study

Developer Name: **National Community Renaissance of California**
Developer Address: **9692 Haven Avenue, Suite 100, Rancho Cucamonga CA 91730**
Developer Contact: **John Witkowski – Senior Development Manager**
Developer Phone: **(909) 830-8075**
Developer Email: **jwitkowski@nationalcore.org**
Project Name: **Oak View Ranch Senior Apartments**
Project Address: **24960 Adams Avenue, Murrieta CA 92562**

New Construction or Existing: **New Construction**

Standard Utility Allowance or Energy Efficient? **Energy Efficient**

If energy efficient (EE), must attach proof that you have been approved to use the EE allowance by the Housing Authority.

Number of units: **81** Number of Project Based Vouchers: **40**

Rent Requested by Owner:

One BR: \$ **1937**

Two BR: \$ **2226**

Three BR: \$ _____

Four BR: \$ _____

Other: _____ : \$ _____

Square Footage of Units and number of bathrooms (full/half):

One BR: **685** SQ FT # Bathrooms **1** Half or Full: **Full**

Two BR: **925** SQ FT # Bathrooms **1** Half or Full: **Full**

Three BR: _____ SQ FT # Bathrooms _____ Half or Full: _____

Four BR: _____ SQ FT # Bathrooms _____ Half or Full: _____

Other: _____ SQ FT # Bathrooms _____ Half or Full: _____

Utilities and who responsible (Owner or Tenant):

Electric Service Provider: SCE or non-SCE? **SCE** Who pays? Owner or Tenant? **Tenant**

Is heating gas or electric? **Electric** Who pays? Owner or Tenant? **Tenant**

Is the unit heated by Hydronic Heat? **No**

Is water heating gas or electric? **Electric** Who pays? Owner or Tenant? **Owner**

Is Stove gas or electric? **Electric** Who pays? Owner or Tenant? **Tenant**

Who provides the Stove? **Owner** Who provides the Refrigerator? **Owner**

Is a microwave provided? **For 40 special needs voucher units, yes** _

Who pays for Water? **Owner**

Who pays for Sewer? **Owner**

Who pays for Trash? **Owner**





Together, we transform lives and communities

Amenities:

Is there a garbage disposal? **Yes**_____ Does/Will the unit have a dishwasher? **Yes**_____
Does/Will the unit have ceiling fans? **No**_____
Does/Will the units have washer and dryer hookups? **No**____ Is a washer or dryer
provided? **Not in unit (except manager). Only on-site laundry room**_____

Does/Will the property have an on-site laundry room? **Yes, onsite laundry**
Does/Will the units have a covered parking space? **Yes, via solar carports** Is the
property gated? **No**_____
Does/Will the property have a swimming pool? **Yes**_____ Does
Owner provide Pest Control? **Yes**____ Lawn Care? **Yes**_____
Any other amenities? If so, please list? **Basketball/Sport Court, Picnic Tables, Tot-lot,
ground-floor community center, outdoor fitness stations, community garden, and
a BBQ area.**_____

Developer Signature: John Witkowski Date: 04/18/25



NATIONAL



Together, we transform lives and communities



9421 Haven Avenue
Rancho Cucamonga, CA 91730

www.nationalcore.org

Exhibit B of AHAP
Description Description

Description of Work

Oak View Ranch Senior Apartments

Oak View Ranch Senior Apartments is a proposed affordable senior apartment complex located at 24960 Adams Avenue in the City of Murrieta in the County of Riverside, California. The project site is located north of the intersection of Adams Avenue and Ivy Street near the Civic Center in the historic downtown neighborhood of the City of Murrieta. The relatively flat project site was previously an agricultural operation and contained an old barn in the central portion of the site, an old well in the western portion of the site, and a short concrete driveway along the southwestern portion of the site. The balance of the site is covered with grasses, shrubs, and trees. The barn and well were removed by the City of Murrieta at the start of the construction of the adjacent family project.

The Oak View Ranch project (both family and senior phases) will transform the approximate 6.19 acre site into a vibrant, neighborhood-serving, 200-unit affordable housing community in two phases. The first phase, Oak View Ranch Family Apartments, CTCAC #2022-597, is under construction and scheduled to be complete in 2025. The second phase is expected to start construction in June of 2025 and finish in December of 2026. This financing application will fund the second phase, Oak View Rancho Senior Apartments, which will yield 81 multifamily units on approximately 1.47 acres. The project site is owned by the Murrieta Housing Authority. The project site has a General Plan land use designation of Multiple-Family Residential and a zoning designation of Downtown Murrieta Specific Plan – Residential Multifamily.

Oak View Ranch Senior Apartments consists of one four-story multifamily residential building yielding a total of 81 units. The construction type will be Type V-A with a concrete slab foundation. The project will consist of 81 units, including 72 one-bedroom units and 9 two-bedroom units (including one two-bedroom manager's unit).

The building will yield a total of approximately 75,893 SF of habitable, income-restricted residential building area, 1,480 SF of interior amenity space, and 16,212 SF of common area (including offices and a 2-bedroom manager's unit). The development will also include one single-story maintenance building of approximately 266 SF. The building is elevator-served on each floor. A total of 41 mobility-accessible units will be provided in the building. Additionally, 12 units will be hearing/visual-accessible.

Site Design and Architecture: The building has been designed with a craftsman style and provides articulation with the incorporation of wall plane and roof style changes, balconies, material changes, and tower elements. The proposed architecture and materials are complementary with the existing single-family and multi-family residential development in the surrounding area. The buildings will have wood, stucco, and stone exteriors with sloped composite roofs. The proposed color palette for the building will consist of earth tones to complement the surrounding community. Exterior walls will be green, beige and off-white and the roof will be dark brown. For neighborhood compatibility with the adjacent buildings, buildings step up from two stories along Adams Avenue and along the shared northerly property line to three and four stories interior to the site and along Ivy and Jefferson property lines. The maximum building height for all proposed structures is four stories or 60 feet.

Housing Type and Affordability: The proposed project will provide 80 income-restricted units of multifamily rental housing to senior households earning 30% to 60% of the Area Median Income (AMI), including 40 units (35 one-bedroom units and 5 two-bedroom units) set aside for seniors experiencing homelessness. These 40 units are restricted at 30% AMI, are fully furnished and include project-based vouchers from the County of Riverside. Careful consideration was given to the unit mix, building layout and site design to ensure that the community will serve the needs of this targeted population.

Amenities and Services: The concept for the development includes carefully tailored site plan features to encourage community cohesion and a sense of belonging for its target population. Amenities include open space for passive and active recreation (exercise area), two community rooms, access to the neighboring family phase's amenities which include an outdoor pool and clubhouse, a tot-lot, ground-floor community center, sports court, outdoor fitness stations and conversation areas, a community garden with raised garden beds, pet-friendly green space, a BBQ area with tables, and a Boys & Girls Club. In addition, the project includes the preservation of an existing 100-year-old oak tree on the site and with outdoor grass and seating areas. The site will feature pedestrian paseos that will integrate into the downtown Murrieta paseo network, providing pedestrian access throughout the site and to other areas of downtown. Residents will have access to the neighboring property's (Oak View Ranch Family Apartments) amenities as well, which include accessible artificial lawn surfacing, and ample seating for children and caregivers. There is an associated 1100 SF open play lawn directly adjacent to the space for overflow play while remaining in sight of the seating areas. The 1100 SF open lawn is available for outdoor recreation, there is a 3500 SF pool area with 1100 SF pool, and a 950 SF open courtyard with bench seating and café tables for gathering. There is also a 3300 SF community garden space with bocce courts, vegetable beds, picnic tables and outdoor seating for residents to connect with nature. Lastly, near the paseo, there is a sport court. All spaces are located on an accessible path with accessible surfacing. Unit amenities will include central heating/cooling, a patio/balcony, and refrigerator/stove/oven/dishwasher/garbage disposal appliances.

The vision for the development is to provide a neighborhood-serving asset. NCRC in partnership with its sister non-profit Hope Through Housing Foundation will employ staff and provide a range of supportive services onsite for the affordable housing units based on the specific needs of the households selected to live in the community. Typical supportive services include counseling, financial literacy, healthy living education and job training. NCRC will also partner with Riverside University Health System Behavioral Health to provide wrap-around supportive services to the 40 households that have experienced homelessness.

Parking and Circulation: The project will include 61 parking spaces for residents, service providers, staff and visitors for a total parking ratio of approximately .75 spaces per unit. The project will have two vehicular access points on Adams Avenue as well as connections to the proposed paseos to the northwest and northeast. A secondary access off the paseo along the northerly property line will provide emergency access only for Fire, Police and other emergency personnel.

Sustainable and Green Building Elements: NCRC is a high-performance developer with a proven track record for aggressively adhering to and going above and beyond the standard requirements of the California Energy Code. NCRC was named USGBC Power Builder in 2021 for its fourth consecutive year, a

distinction reserved for select builders who demonstrate an ongoing commitment to high performance and sustainability. Oak View Ranch Senior Apartments is no different, the building will be LEED-certified with a range of onsite sustainability features including photovoltaic solar panels, drought tolerant landscaping and planter strips that increase filtration and groundwater recharge opportunities. Further the project has also been designed with heat pump water systems that are 350% more efficient than gas boiler systems, allowing hot water to be delivered to units within seconds of residents turning on a faucet or shower, thereby decreasing water waste. Water conservation plumbing features will also be carefully selected. They will include low-flow showerheads, efficient washing and dishwashing machines, and low flow toilets. The planned irrigation structure will be a subsurface drip system and include rain and moisture sensors to deliver water to zoned areas only when needed.

Phasing: As previously mentioned, this project is the second of two phases on the approximate 6.22 acre site. Oak View Ranch Senior Apartments will be a single, 81-unit multifamily senior building with its own dedicated management, services and amenities, including a community space and leasing, management and service provider offices. This phase will expand upon and share access to the outdoor amenities included in phase 1, including but not limited to the public paseo network, the community garden, pool and seating areas.

Demolition: All demolition was completed by the City of Murrieta or in Phase 1.

Offsite Improvements: All offsite improvements have been completed with Phase 1.

OAK VIEW RANCH - PHASE 2

24960 ADAMS AVE, MURRIETA CA 92562



PROJECT GENERAL NOTES

USE OF PLANS: THESE PLANS ARE THE PROPERTY OF RRM AND MAY NOT BE USED WITHOUT THE EXPRESS, WRITTEN CONSENT.

THESE NOTES APPLY TO ALL PORTIONS, PHASES AND SUBCONTRACTORS OF THIS PROJECT.

APPLICABLE CODES AND STANDARDS:

- 2022 CALIFORNIA BUILDING CODE AND ITS APPENDICES AND STANDARDS, INCLUDING JANUARY 1, 2021, 2021 SUPPLEMENT EFFECT JULY 1, 2021, AS AMENDED BY THE CITY OF MURRIETA, UNLESS OTHERWISE NOTED.
- 2022 CALIFORNIA PLUMBING CODE AND ITS APPENDICES AND STANDARDS.
- 2022 CALIFORNIA MECHANICAL CODE AND ITS APPENDICES AND STANDARDS.
- 2022 CALIFORNIA FIRE CODE AND ITS APPENDICES AND STANDARDS.
- 2022 CALIFORNIA ELECTRICAL CODE AND ITS APPENDICES AND STANDARDS.
- 2022 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS.
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE AND ITS APPENDICES AND STANDARDS.
- CURRENT CITY OF MURRIETA MUNICIPAL CODE AND ORDINANCES.
- 2022 CALIFORNIA ADMINISTRATIVE CODE.
- 2022 CALIFORNIA REFERENCED STANDARDS CODE.
- FAIR HOUSING DESIGN MANUAL, 1986 1117.1 SAFE HARBOR.
- 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
- SECTION 504 OF THE REHAB ACT OF 1973.

- ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT AND COMPATIBILITY WITH EXISTING SITE CONDITIONS. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO, HE/SHE SHALL BE PRECEDING AT HIS/HER OWN RISK.
- DIMENSIONS SHOWN SHALL TAKE PRECEDENCE OVER DRAWING SCALE OR PROPORTION. LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS. ALL DIMENSIONS ARE ROUGH AND TO FACE OF FRAMING.
- GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.
- IN THE EVENT OF THE UNFORESEEN ENCOUNTER OF MATERIALS SUSPECTED TO BE OF AN ARCHAEOLOGICAL OR PALEONTOLOGICAL NATURE, ALL GRADING AND EXCAVATION SHALL CEASE IN THE IMMEDIATE AREA AND THE CONTRACTOR SHALL NOTIFY THE OWNER. THE FIND SHALL BE LEFT UNTOUCHED UNTIL AN EVALUATION BY A QUALIFIED ARCHAEOLOGIST OR PALEONTOLOGIST IS MADE.
- CONTRACTOR IS TO BE RESPONSIBLE FOR BEING FAMILIAR WITH THESE DOCUMENTS INCLUDING ALL CONTRACT REQUIREMENTS.
- CONTRACTOR TO REVIEW CALIFORNIA GREEN CODE REQUIREMENTS FOR CONTRACTOR REQUIREMENTS.
- TEMPORARY FACILITIES: CONTRACTOR SHALL PAY FOR, PROVIDE AND MAINTAIN TEMPORARY FACILITIES FOR PROJECT PROTECTION AND CONSTRUCTION, AND AS REQUIRED BY LOCAL REGULATION AND THESE DOCUMENTS. SUCH FACILITIES INCLUDE, BUT ARE NOT LIMITED TO: TOILETS, LIGHTS, HEATERS, POWER, GAS, FANS, WATER, PHONES, FENCES, SIGNS, SHEDS, ETC. REMOVE FROM SITE UPON COMPLETION OF WORK. OBTAIN BUILDING OFFICIAL OR FIRE MARSHALL APPROVAL PRIOR TO USE OF ANY TEMPORARY HEATING DEVICES.
- CONTRACTOR SHALL PROVIDE FOR PROTECTION AND SAFETY: RESPONSIBLE FOR ALL ITEMS (SIGNS, LIGHTS, FENCES, BRACING, ANCHORAGE, FIRE-EXTINGUISHERS, ETC.) NECESSARY FOR THE PROTECTION OF THE PUBLIC, WORKERS, MATERIALS, CONSTRUCTION AND PROPERTY PER LOCAL, STATE AND FEDERAL REQUIREMENTS (INCLUDING EARTHQUAKES, FIRES, SPILLS, ACCIDENTS, EROSION, MUD, DUST, ETC.).
- CONTRACTOR TO PROVIDE COMPLETE DETAILS OF ENGINEERED TEMPORARY SHORING OR SLOT CUTTING PROCEDURES ON PLANS. CALL FOR INSPECTION BEFORE EXCAVATION BEGINS.
- THE SOILS ENGINEER IS TO APPROVE THE KEY OR BOTTOM AND LEAVE A CERTIFICATE ON THE SITE FOR THE GRADING INSPECTOR. THE GRADING INSPECTOR IS TO BE NOTIFIED BEFORE ANY GRADING BEGINS, AND FOR BOTTOM INSPECTION, BEFORE FILL IS PLACED. FILL MAY NOT BE PLACED WITHOUT APPROVAL OF THE GRADING INSPECTOR.
- A SEPARATE OFFICER, ACCESS EASEMENT/AGREEMENT, AND/OR RECIPROCAL ACCESS EASEMENT/AGREEMENT MAY BE REQUIRED TO ENSURE THAT THE PROPOSED PRIVATE ACCESS ROADWAY WILL REMAIN OPEN TO THROUGH TRAFFIC AND EMERGENCY VEHICLES PRIOR TO FINAL OF BUILDING PERMIT.
- SHOP WELDS MUST BE PERFORMED BY A LICENSED FABRICATOR'S SHOP.
- OSHA PERMITS REQUIRED FOR VERTICAL CUTS 5' OR OVER.
- FIRE SPRINKLER SHOP DRAWINGS & CALCULATIONS SHALL BE SUBMITTED TO BUILDING DEPT. & APPROVED BY FIRE DEPT. PRIOR TO INSTALLATION.
- PROVIDE FIRE ALARM SYSTEM, FIRE ALARM SYSTEM SHALL ACTIVATE UPON FIRE SPRINKLER SYSTEM OPERATION.
- FIRE SPRINKLER SYSTEM SHALL BE REVIEWED BY A LICENSED FIRE SPRINKLER CONTRACTOR OR FIRE SAFETY ENGINEER FOR COORDINATION WITH THE PROPOSED WORK AND MODIFIED AS REQUIRED. FIRE SUPPRESSION SYSTEM PLAN AND FLOW CALCULATIONS SHALL BE SUBMITTED AND PERMITTED SEPARATELY.
- AN OPERATION AND MAINTENANCE MANUAL WILL BE PROVIDED BY THE BUILDER TO THE BUILDING OWNER AT THE FINAL INSPECTION. IT SHALL INCLUDE OPERATION AND MAINTENANCE INSTRUCTION OF THE EQUIPMENT AND APPLIANCES, PER CBCSC SECTION 4.410.1.
- A CERTIFICATE OF COMPLIANCE OF ALL THE MANDATORY MEASURES PER CAL GREEN TO BE PROVIDED PRIOR TO FINAL INSPECTION SIGNOFFS.
- AFTER INSTALLING WALL, CEILING, OR FLOOR INSULATION, THE INSTALLER SHALL MAKE AVAILABLE TO THE ENFORCEMENT AGENCY OR POST IN A CONSPICUOUS LOCATION IN THE BUILDING A CERTIFICATE SIGNED BY THE INSTALLER STATING THAT THE INSTALLATION IS CONSISTENT WITH THE PLANS AND SPECIFICATIONS. THE CERTIFICATE SHALL ALSO STATE THE MANUFACTURER'S NAME AND MATERIAL IDENTIFICATION. THE INSTALLED R-VALUE.
- "REGISTERED" COPY OF THE CF-CR FORM SHALL BE SUBMITTED PRIOR TO FINAL INSPECTION, SIGNED BY CERTIFIED HERS RATER, FOR FIELD VERIFICATION AND DIAGNOSTIC TESTING.
- PUBLIC HOUSING FACILITIES WITH RESIDENTIAL DWELLING UNITS SHALL COMPLY WITH CBC 11B-233.

PROJECT DIRECTORY

OWNER

MURRIETA HOUSING AUTHORITY
ADDRESS: 1 TOWN SQUARE
MURRIETA, CA 92562
CONTACT: KIM SUMMERS
EMAIL: KSUMMERS@MURRIETACA.GOV

DEVELOPER

NCRC MURRIETA SENIOR HOUSING LP
ADDRESS: 9421 HAVEN AVENUE
RANCHO CUCAMONGA, CA 91730
CONTACT: CAMERON SHARIATI
EMAIL: CSHARIATI@NATIONALCORE.ORG
P:(619) 706-7484

APPLICANT

NATIONAL COMMUNITY RENAISSANCE
ADDRESS: 9421 HAVEN AVENUE
RANCHO CUCAMONGA, CA 91730
CONTACT: CAMERON SHARIATI
EMAIL: CSHARIATI@NATIONALCORE.ORG
P:(619) 706-7484

ARCHITECT

RRM DESIGN GROUP
ADDRESS: 10 EAST FIGUEROA ST., STE 200
SANTA BARBARA, CA 93101
CONTACT: JOLIE WAH
EMAIL: JWWWAH@RRMDESIGN.COM
P:(805) 983-5200

CIVIL ENGINEER

DAN GUERRA & ASSOCIATES
ADDRESS: 10271 TRADEMARK ST. #B
RANCHO CUCAMONGA, CA 91730
CONTACT: DAN GUERRA
EMAIL: DAN@OGANDASSOC.COM
P:(909) 987-4306

STRUCTURAL ENGINEER

RRM DESIGN GROUP
ADDRESS: 3765 S. HIGUERA ST., STE 102
SAN LUIS OBISPO, CA 93401
CONTACT: MICHAEL DOREMUS
EMAIL: MSDOREMUS@RRMDESIGN.COM
P:(805) 963-1241

MECHANICAL PLUMBING ENGINEER

METRCS MECHANICAL
ADDRESS: 510 STATE ST., STE 285
SANTA BARBARA, CA 93101
CONTACT: TYLER REYNOLDS
EMAIL: TREYNOLDS@METRCSMECH.COM
P:(805) 543-3190

ELECTRICAL ENGINEER

GRAY ELECTRICAL CONSULTING + ENGINEERING
ADDRESS: 2529 PROFESSIONAL PARKWAY, STE A
SANAT MARIA, CA 93455
CONTACT: HEATHER GRAY
EMAIL: HEATHER@GEECECORP.COM
P:(805) 361-0525

LANDSCAPE ARCHITECT

RRM DESIGN GROUP
ADDRESS: 32332 CAMINO CAPISTRANO #205
SAN JUAN CAPISTRANO, CA 92675
CONTACT: SCOTT NEIMAN
EMAIL: SWNEIMAN@RRMDESIGN.COM
P:(949) 361-7950

PROJECT INFORMATION

PROJECT SCOPE:

- CONSTRUCTION OF ONE AFFORDABLE SENIOR HOUSING RESIDENTIAL BUILDING.
- ALL SITE WORK WITHIN THE PROPERTY LINE.
- ALL THE WORK SHOWN IN THE DRAWINGS AND SPECIFICATIONS.

DESCRIPTION:

THE OAK VIEW RANCH DEVELOPMENT IS A PUBLICLY FUNDED HOUSING DEVELOPMENT INTENDED TO BE USED AS A PUBLIC HOUSING PROJECT. THE 200-UNIT DEVELOPMENT IS BROKEN UP INTO TWO PHASES. LOCATED AT 24960 ADAMS AVENUE IN MURRIETA CALIFORNIA, THE 6.22 ACRE SITE IS BROKEN INTO THREE PARCELS. PHASE 2 OF THE DEVELOPMENT IS 1.467 ACRES, OCCUPIES PARCEL 3, AND CONSISTS OF 81 TOTAL UNITS OF SENIOR HOUSING LOCATED IN ONE RESIDENTIAL BUILDING. PHASE 2 ALSO INCLUDES ONE EXTERIOR WASTE, SITE AMENITIES INCLUDE A PLAYGROUND, A HALF BASKETBALL COURT, COMMUNITY GARDEN, AND A PUBLIC PASEO AT THE NORTH EDGE OF THE SITE.

PHASE 2 INCLUDES ONE (1) PROPOSED RESIDENTIAL BUILDING CONSISTING OF SENIOR HOUSING. THE BUILDING IS OF TYPE V-A CONSTRUCTION AND IS SPRINKLERED WITH AN NFPA 13 SYSTEM. THE BUILDING IS A FOUR-STORY, ELEVATOR SERVED BUILDING, AND CONTAINS A MIX OF ONE-BEDROOM AND TWO-BEDROOM STACKED UNITS, EACH WITH PRIVATE OUTDOOR SPACE.

PER 2022 CBC AND CTCAC FUNDING REQUIREMENTS, 50% OF ALL UNITS ARE ACCESSIBLE PER 2022 CBC CHAPTER 11B AND ADA GUIDELINES. ACCESSIBLE UNITS ARE DISTRIBUTED THROUGHOUT THE BUILDING. ALL UNITS THAT ARE NOT FULLY ACCESSIBLE ARE VISITABLE AND ADAPTABLE PER 2022 CBC CHAPTER 11B (SECTIONS 11B-609.7 THROUGH 11B-609.12). ALL SITE AND COMMUNITY SPACES ARE ACCESSIBLE PER 2022 CBC CHAPTER 11B AND ADA GUIDELINES.

SITE INFORMATION:

STREET ADDRESS:

24960 ADAMS AVE.
MURRIETA, CA 92562

APN:

906-080-073 (Parcel 3)

ZONING:

MF-3

LOT SIZE:

1.467 ACRES

LAND USE:

RMF

EXISTING USE:

VACANT

PROPOSED USE:

SENIOR

LOT COVERAGE

BUILDING: 21,052 SF
HARDSCAPE/PAVING: 110,840 SF
LANDSCAPE: 37,005 SF

SETBACKS

	REQUIRED	PROPOSED
FRONT YARD:	12'-0"	12'-0"
REAR YARD:	10'-0"	10'-0"
SIDE YARD:	5'-0"	5'-0"
SEISMIC:	50'-0"	50'-0"

BUILDING INFORMATION:

NUMBER OF STORIES:	4
OCCUPANCY GROUP:	A, B, R-2
CONSTRUCTION TYPE:	TYPE V-A
SPRINKLERED:	NFPA 13
MAX. HEIGHT ALLOWED (PER 2019 CBC TABLE 504.3):	60'-0"
MAX. HEIGHT (LOWEST) (PER CITY OF MURRIETA):	60'-0"
MAX. HEIGHT PROPOSED:	53'-0"
ROOF RATING:	CLASS B
HIGH FIRE ZONE:	No

FUNDING SOURCES

COUNTY OF RIVERSIDE
MURRIETA HOUSING AUTHORITY
LOW-INCOME HOUSING TAX CREDITS
PROJECT-BASED VOUCHERS

PARKING CALCULATIONS

NAME	CODE	REQUIRED	PROVIDED	NOTES/EXCEPTIONS
ACCESSIBLE SPACES (If parked less than 1:1)	CBC 2022 11B-208.2	61 TOTAL SPACES PROVIDED = 3 ADA SPACES REQUIRED	3	
VAN ACCESSIBLE SPACES (Count included in the # above)	CBC 2022 11B-208.2.4	TOTAL ACC. SPACES / 6 = 3/6 = 1	1	
MULTIFAMILY DEV. WITH 20 OR MORE UNITS				
EV CAPABLE	CAL GREEN 2022 4.106.4.2.2	TOTAL SPACES X .10 = 61 X .10 = 7	7	
EV READY	CAL GREEN 2022 4.106.4.2.2	TOTAL SPACES X .25 = 61 X .25 = 16	16	
EV CHARGERS	CAL GREEN 2022 4.106.4.2.2	TOTAL SPACES X .05 = 61 X .05 = 4	4	
TOTAL EV			27	
ACCESSIBLE EV REQUIREMENTS				
EV ACCESSIBLE FOR COMMON USE & PUBLIC USE	CBC 2022 11B-228.3.2.1	7 EVCS = 1 EV VAN	1 EV VAN	Exception: In public housing facilities, EVSC intended for use by an EV owner or operator at their residence shall not be required to comply with section CBC 11B-228.3.2.
EVCS SHALL COMPLY WITH AT LEAST ONE OF THE FOLLOWING OPTIONS:				
EVCS SPACES LOCATED ADJ. TO AN ACCESSIBLE PARKING SPOT OR ON ACCESSIBLE ROUTE	CAL GREEN 4.106.4.2.2.1.1	(# OF EV CHARGERS)	#	Exception: EVCS serving public accommodations, public housing, motels, and hotels shall not be required to comply with this section.
EVCS SPACES HAVE AN 8' WIDE AISLE OR A 5' WIDE AISLE IF THE MIN. WIDTH OF THE EV SPACE IS 12'.	CAL GREEN 4.106.4.2.2.1.2, ITEM 3: 1 IN EVERY 25 CHARGING SPACES, BUT NOT LESS THAN 1	CHARGING SPACES/25 = #	#	Exception: EVCS design & constructed in compliance with CBC 11B are not required to comply with CAL Green 4.106.4.2.2.1.2, ITEM 3

PARKING COUNT

UNIT TYPE	UNIT COUNT	MIN. PER COAs	TOTAL PARKING
1-BEDROOM	72	0.75 SPACES / UNIT	54
2-BEDROOM	9	0.75 SPACES / UNIT	7
TOTAL	81		61 SPACES

61 PARKING SPACES PROVIDED

UTILITIES

WATER AND SEWER SERVICE

WESTERN MUNICIPAL WATER DISTRICT

ELECTRICAL SERVICE

SOUTHERN CALIFORNIA EDISON

GAS SERVICE

SPECTRUM

TELEPHONE SERVICE

FRONTIER COMMUNICATIONS

GARBAGE SERVICE

WASTE MANAGEMENT

CABLE SERVICE

DISH

BUILDING AREAS

GROSS SF

01-GROUND FLOOR
02-SECOND FLOOR
03-THIRD FLOOR
04-FOURTH FLOOR
TOTAL

NET SF

Not Placed
01-GROUND FLOOR
02-SECOND FLOOR
03-THIRD FLOOR
04-FOURTH FLOOR
TOTAL

0 SF
17048 SF
15675 SF
14122 SF
13206 SF
59951 SF

RECREATIONAL AMENITIES

SENIOR HOUSING

RECREATIONAL AMENITIES REQUIRED:

ONE PER 30 DWELLING UNITS
TOTAL DWELLING UNITS = 81
81 / 30 = 3 RECREATIONAL AMENITIES REQUIRED

RECREATIONAL AMENITIES PROVIDED

CLUBHOUSE (2)
2 FITNESS AREAS (2)
= 4 RECREATIONAL AMENITIES PROVIDED

SUPPORTING DOCUMENTS

STRUCTURAL CALCULATIONS

PREPARED BY:

RRM DESIGN GROUP

DATE PREPARED:

09/13/2023

JOB NUMBER:

1853-05-RS22

SOILS ENGINEERING REPORT

PREPARED BY:

EEL ENGINEERING SOLUTIONS

DATE PREPARED:

MARCH 12, 2021

JOB NUMBER:

NCO-73136.4

UNIT COUNT

OVERALL UNIT COUNT

BUILDING 2 (72) 1-BED (9) 2-BED
81 TOTAL UNITS
90 TOTAL BEDROOMS

*INCLUDES (1) 2-BEDROOM MANAGER'S UNIT

ADA / SECTION 504 UNITS

MOBILITY UNITS

5% REQUIRED

1-BED: 72 X 0.05 = (4) 1-BED UNITS REQUIRED
2-BED: 9 X 0.05 = (1) 2-BED UNITS REQUIRED
PROVIDED:
1-BED: 4 (UNIT NUMBERS: 112, 214, 310, 410)
2-BED: 1 (UNIT NUMBER: 201)

COMMUNICATIONS UNITS

2% REQUIRED

1-BED: 72 X 0.02 = (2) 1-BED UNITS REQUIRED
2-BED: 9 X 0.02 = (1) 2-BED UNITS REQUIRED
PROVIDED:
1-BED: 2 (UNIT NUMBERS: 117, 217)
2-BED: 1 (UNIT NUMBER: 119)

UNIT AREAS

UNIT TYPE	GROSS SF*	NET RESIDENTIAL SF*
1 BEDROOM / 1 BATH	655 SF	522 SF
2 BEDROOM / 1 BATH	925 SF	751 SF

*GROSS SF CALCULATED TO INCLUDE 110 SF COVERED BALCONY OR PATIO

*NET RESIDENTIAL SF INCLUDES THE INTERIOR UNIT SQUARE FOOTAGE, INCLUDING THE WIDTH OF THE WALL. IT DOES NOT INCLUDE EXTERIOR SPACE.

UNIT INFO

UNIT REFUSE AREA:

3 FT² PROVIDED IN EACH UNIT FOR BOTH TRASH & RECYCLING, PER MURRIETA, CA MUNICIPAL CODE 16.16.150

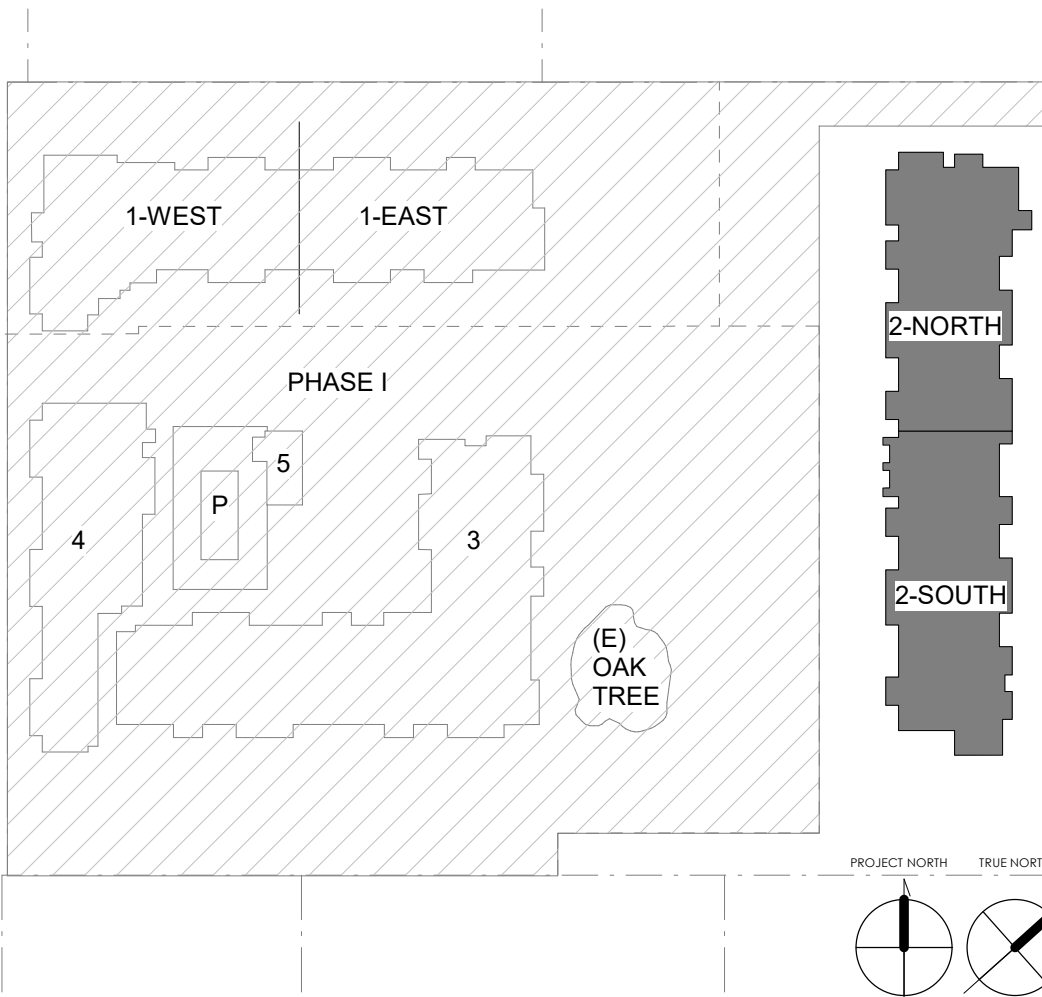
LAUNDRY MACHINE ALLOCATION:

1:15 LAUNDRY MACHINE TO UNIT RATIO REQUIRED PER CTCAC REQUIREMENTS

BUILDING #	UNIT COUNT	REQUIRED W/D	PROVIDED W/D
BUILDING 2:	80*	12	13

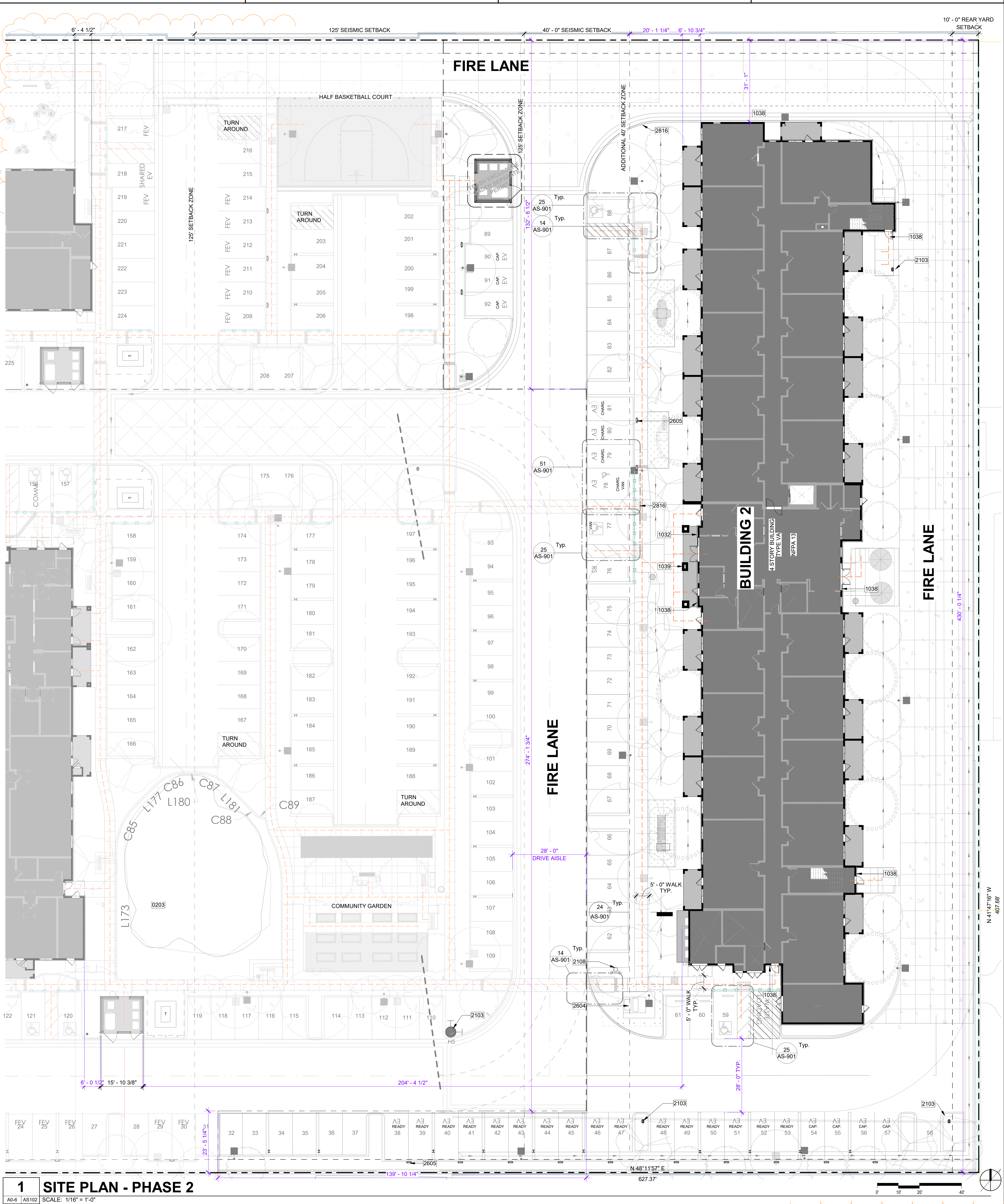
*MANAGER'S UNIT TO HAVE IN-UNIT LAUNDRY

KEY PLAN



NO.	REVISION	DATE
①	PLAN CHECK 2	12/01/23
②	PLAN CHECK 3	07/26/24
△		
△		
△		
△		
△		
PROJECT MANAGER		
DRAWN BY		CHECKED BY
DATE		
07/26/24		
PROJECT NUMBER		
1853-07-RS22		
SHEET		
G-001		

7/26/2024 4:34:00 PM
BIN 360/1853_MurrietaMurrena_SITE.rvt



KEYNOTES

1032	KNOX BOX, MODEL AND LOCATION TO BE APPROVED BY MFD
1038	ACCESSIBLE BUILDING ENTRY SIGNAGE, SEE DETAIL 32/AS-901
1039	PROPOSED BUILDING NUMBER SIGN, EXTERNALLY LIT, PER CFC 501.1, UNDER SEPARATE PERMIT.
2103	NEW FIRE HYDRANT
2108	FIRE DEPARTMENT CONNECTION
2604	TRANSFORMER W/PAD
2605	ELECTRICAL VEHICLE CHARGING STATION
2616	CURB RAMP PER CVC 11B-406

SITE PLAN GENERAL NOTES

- REFER TO GENERAL NOTES SHEET G-101 FOR ADDITIONAL REQUIREMENTS
- REFER TO CIVIL PLANS FOR FURTHER INFORMATION.
- REFER TO LANDSCAPE PLANS FOR FURTHER INFORMATION.
- REFER TO STRUCTURAL PLANS FOR FURTHER INFORMATION.
- REFER TO MECHANICAL PLANS FOR FURTHER INFORMATION.
- REFER TO ELECTRICAL PLANS FOR FURTHER INFORMATION.
- REFER TO PLUMBING PLANS FOR FURTHER INFORMATION.
- REFER TO PUBLIC ROWKS SUBMITTAL FOR OFF-SITE IMPROVEMENTS (ANY WORK SHOWN IN THE PROW IS FOR REFERENCE ONLY).
- REFER TO ARBORIST REPORT FOR TREE PROTECTION REQUIREMENTS INCLUDING FENCING, IRRIGATION AND CUTTING.
- ALL SIDEWALKS, CROSSWALKS, COMMON AREAS AND BUILDING ENTRANCES SHALL BE ACCESSIBLE AND IN COMPLIANCE WITH **2022 CBC 11B**.
- A. FLOOR AND GROUND SURFACES SHALL BE STABLE, FIRM, AND SLIP RESISTANT.
- B. OPENINGS IN FLOOR OR GROUND SURFACES SHALL NOT ALLOW PASSAGE OF A SPHERE <1/2\"/>
- C. VERTICAL CHANGES IN LEVEL SHALL NOT EXCEED 1/4\"/>
- D. THE CLEAR WIDTH FOR SIDEWALKS AND WALKS SHALL BE 48\"/>
11. ALL CURBING NOT WITHIN A PARKING SPACE SHALL BE PAINTED RED TO DESIGNATE THE FIRE LANES.
12. CONTRACTOR TO REVIEW LANDSCAPE PLANS TO AVOID CONFLICTS BETWEEN PLANTINGS AND UTILITIES, I.E. METER LOCATIONS, ELECTRIC TRANSFORMER, BACKFLOW PREVENTERS, SEWER LINES AND ELECTRIC CONDUIT (POLE LIGHTING AT DRIVEWAY), ETC.
13. CONTRACTOR SHALL STOP OR REDIRECT WORK IMMEDIATELY IN THE EVENT ARCHAEOLOGICAL REMAINS ARE ENCOUNTERED DURING GRADING, CONSTRUCTION, LANDSCAPING OR OTHER CONSTRUCTION RELATED ACTIVITY.
14. ACCESSIBLE PATH OF TRAVEL
- A. THE ACCESSIBLE ROUTES OF TRAVEL AS INDICATED ON PLAN IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES, SURFACE IN STABLE AND SLIP RESISTANT. THIS PATH SHALL BE MAINTAINED FREE OF OVERHANG OBSTRUCTIONS TO 80\"/>
- B. ACCESSIBLE ROUTES OF TRAVEL ARE TO AND FROM THE FOLLOWING: "SITE ARRIVAL POINTS" ON RAYMOND AVE. AND PACKER PLACE, RESIDENTIAL ENTRANCES TO UNIT, ACCESSIBLE PARKING STALLS, TRASH ENCLOSURE, EV/A CHARGING STALL, BICYCLE PARKING, TOT LOT, AND COMMUNITY CENTER.
- C. FLOOR AND GROUND SURFACES: FLOOR AND GROUND SURFACES SHALL BE STABLE, FIRM, AND SLIP RESISTANT. [2019 CBC 11B-302.1]
- D. CHANGES IN LEVELS: VERTICAL CHANGES IN LEVEL FOR FLOOR OR GROUND SURFACES MAY BE 1/4 INCH HIGH MAXIMUM AND WITHOUT EDGE TREATMENT. CHANGES IN LEVEL GREATER THAN 1/4 INCH AND NOT EXCEEDING 1/2 INCH IN HEIGHT SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2. [2022 CBC 11B-303, FIGURES 11B-303.2 & 11B-303.3]
- E. PROTRUDING OBJECTS: PROTRUDING OBJECTS ON CIRCULATION PATHS SHALL COMPLY WITH CBC 11B-307. OBJECTS WITH LEADING EDGES MORE THAN 27\"/>
- F. FREE STANDING OBJECTS MOUNTED ON POSTS SHALL OVERHANG CIRCULATION PATHS 12\"/>
15. PORTIONS OF THE PROJECT THAT ARE DEFERRED SHALL BE SUBJECT TO THE CODES, STANDARDS, AND OTHER APPLICABLE REQUIREMENTS IN FORCE ON THE DATE THAT THE DEFERRED PLAN IS SUBMITTED TO OCCA.
16. EXTERIOR BUILDING WALLS ARE DIMENSIONED TO STRUCTURAL FACE OF CONCRETE SLAB AND/OR SHEATHING. EDGE OF SLAB ALIGNS WITH FACE OF SHEATHING, TYP.
17. THE SITE IS TO REMAIN TRASH-FREE THROUGHOUT CONSTRUCTION. RECYCLING IMPLEMENTATION AND MONITORING SHALL COMPLY WITH CALGREEN CODE REQUIREMENTS.

PARKING SUMMARY

GENERAL:
PARKING RATIO = LESS THAN 1:1
ALL PARKING TO BE ASSIGNED

TOTAL PARKING STALLS REQUIRED:
1-BED = 72 UNITS x 0.75 PARKING RATIO = 54
2-BED = 9 UNITS x 0.75 PARKING RATIO = 7
= **61 TOTAL STALLS REQUIRED**

ACC. STALLS REQUIRED = 3 PER CBC 11B-208.2
VAN ACC. STALLS REQUIRED = 1 (INCLUSIVE IN NUMBER ABOVE)

EV CAPABLE STALLS REQUIRED = 7 PER CAL GREEN 4.106.4.2.2
EV READY STALLS REQUIRED = 16 PER CAL GREEN 4.106.4.2.2
EV CHARGER STALLS REQUIRED = 4 PER CAL GREEN 4.106.4.2.2
EV ACC. STALLS REQUIRED = 1 VAN PER CBC 11B-228.3.2.1

TOTAL PARKING STALLS PROVIDED:
61 TOTAL STALLS PROVIDED

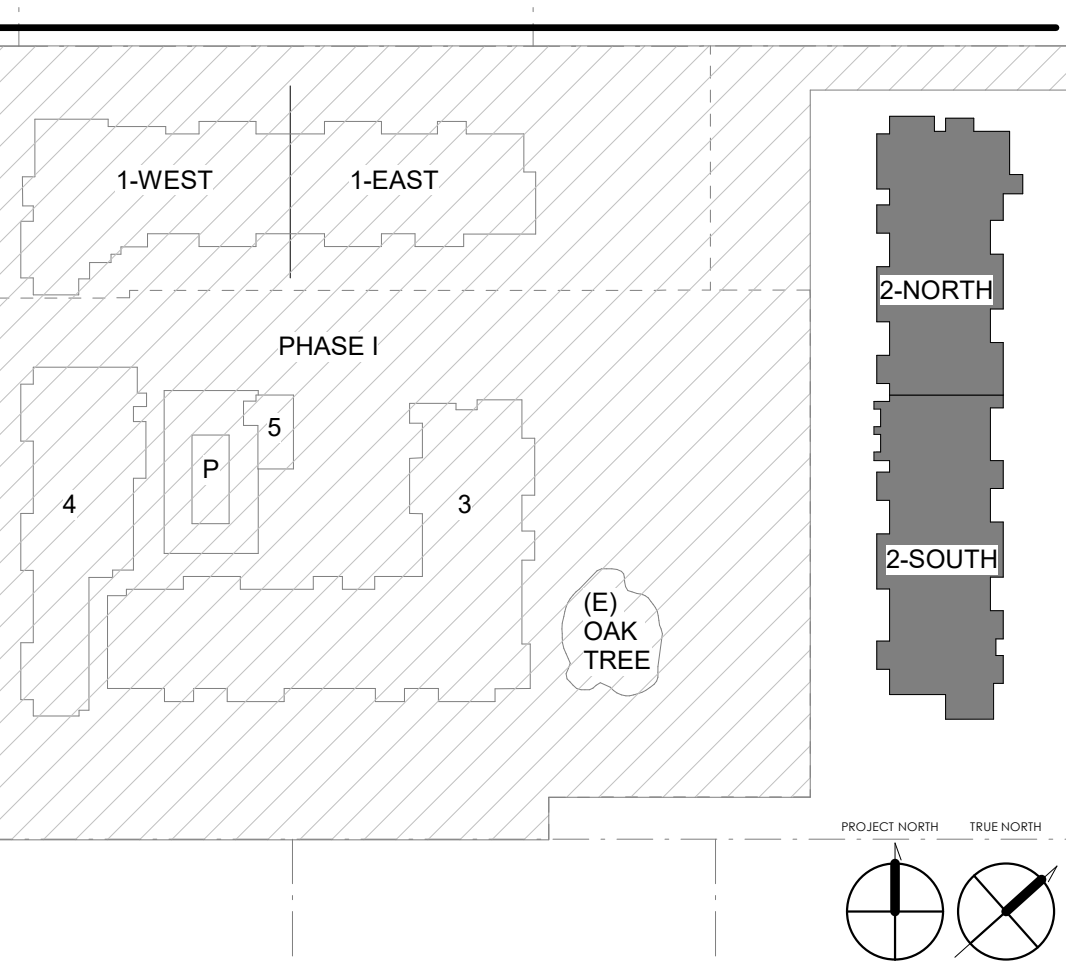
ACC. STALLS PROVIDED = 3
VAN ACC. STALLS PROVIDED = 1 (INCLUSIVE IN NUMBER ABOVE)

EV CAPABLE STALLS PROVIDED = 7
EV READY STALLS PROVIDED = 16
EV CHARGER STALLS PROVIDED = 4
EV ACC. STALLS PROVIDED = 1 VAN

LEGEND

---	PROPERTY LINE
---	PARCEL LINE
---	ASSUMED PROPERTY LINE
---	SETBACK
---	125' SETBACK ZONE DEFINED BY GEOSOLS
---	ADDITIONAL 40' SETBACK ZONE
---	EASEMENT
---	ACCESSIBLE PATH OF TRAVEL (SHALL BE 48\"/>
---	STANDARD ACCESSIBLE STALL
---	VAN ACCESSIBLE STALL
---	EV READY
---	ELECTRICAL VEHICLE CAPABLE STALL PER CAL GREEN 24.106.4.2.2
---	EV CHARG.
---	ELECTRICAL VEHICLE CHARGING STALL PER CAL GREEN 1/4.106.4.2.2
---	EV CAP.
---	ELECTRICAL VEHICLE CAPABLE STALL PER CAL GREEN 1/4.106.4.2.2

KEY PLAN



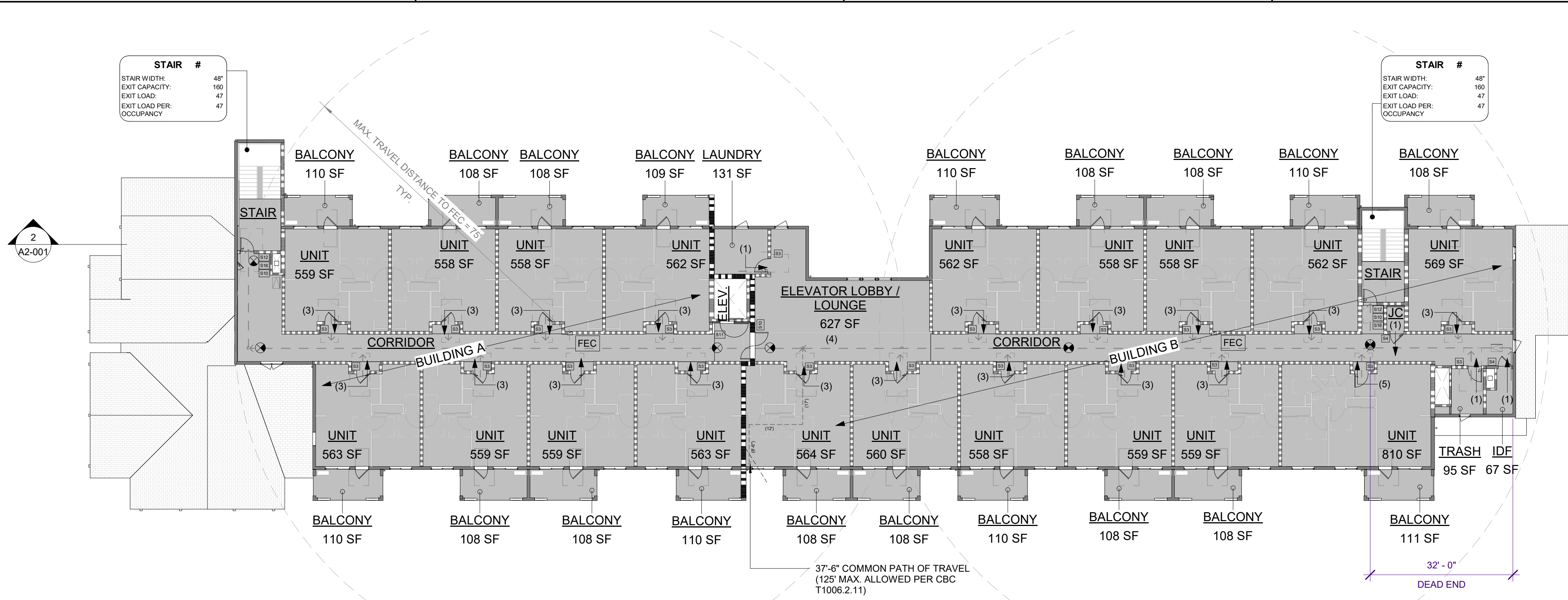
9421 Haven Avenue
Rancho Cucamonga, CA 91730
Tel: 949.394.7996 Fax: 909.483.6524
nationalcore.org

CONSULTANT

AGENCY

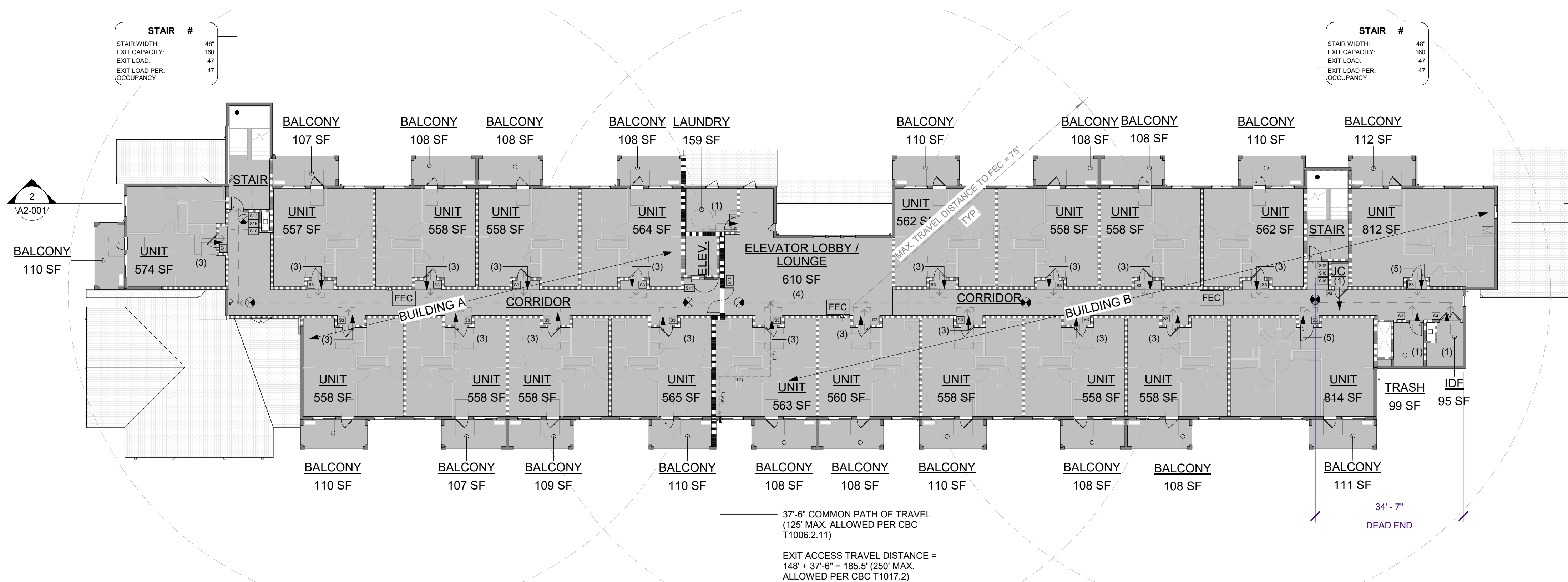
OAK VIEW RANCH - PHASE 2
24960 ADAMS AVE, MURRIETA CA 92562
SITE PLAN - PHASE 2

NO.	REVISION	DATE
1	PLAN CHECK 2	12/01/23
2	PLAN CHECK 3	07/26/24
PROJECT MANAGER		
DRAWN BY		CHECKED BY
DATE		
07/26/2024		
PROJECT NUMBER		
1853-07-RS22		
SHEET		
AS102		



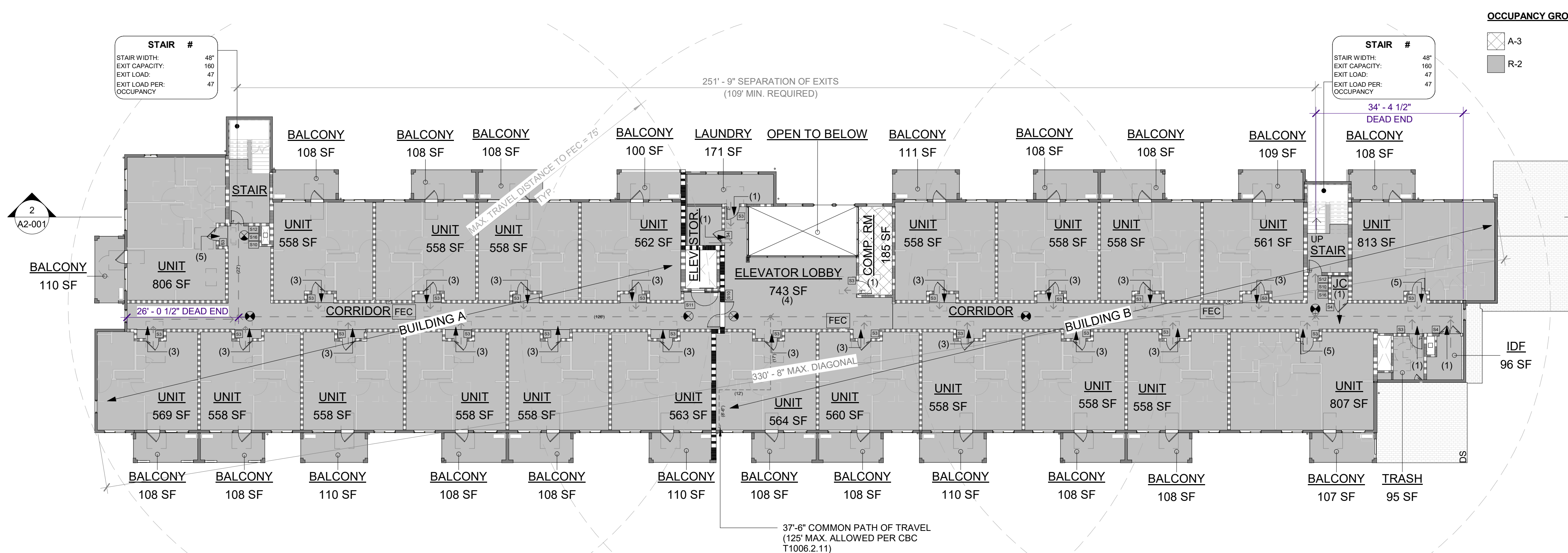
3 04-FOURTH FLOOR - CODE ANALYSIS

A2-001 | A2-002 SCALE: 1/16" = 1'-0"



2 THIRD FLOOR

A2-001 | A2-002 SCALE: 1/16" = 1'-0"



1 SECOND FLOOR

A2-001 | A2-002 SCALE: 1/16" = 1'-0"

LEGEND

SEPARATION & SYMBOLS:

- 1-HOUR RATED FIRE PARTITION W/ MIN. STC 50
(PROTECTION CONTINUOUS TO RATED CEILING ABOVE)
- 1-HOUR RATED FIRE BARRIER
(CONTINUOUS PROTECTION FROM FOUNDATION OR FLOOR / CEILING ASSEMBLY
BELOW TO UNDERSIDE OF FLOOR OR ROOF SHEATHING ABOVE)
- 2-HOUR RATED FIRE BARRIER
(CONTINUOUS PROTECTION FROM FOUNDATION OR FLOOR / CEILING ASSEMBLY
BELOW TO UNDERSIDE OF FLOOR OR ROOF SHEATHING ABOVE)
- 2-HOUR RATED FIRE WALL
(CONTINUOUS PROTECTION FROM FOUNDATION OR FLOOR / CEILING ASSEMBLY
BELOW TO UNDERSIDE OF FLOOR OR ROOF SHEATHING ABOVE)
- 1-HOUR RATED HORIZONTAL ASSEMBLY
- 1-HOUR PROTECTION AT COLUMNS AND BEAMS
- FEC FIRE EXTINGUISHER CABINET, SEE DETAIL A-922
- S# SIGNAGE, REFER TO SIGNAGE KEY, 45 / AX-946
- EXIT SIGN, REFER TO S14 ON SIGNAGE KEY, 45 / AX-946
- ROOF OVERHEAD

OCCUPANT EGRESS:

- ACCESSIBLE PATH OF TRAVEL
(SHALL BE 48" MIN. CBC 11B-403.5)
- COMMON PATH OF EGRESS TRAVEL
WITH MAXIMUM TRAVEL DISTANCE FROM REMOTE POINT
125' MAX. DISTANCE PER 2022 CBC TABLE 1006.2 (R-2 OCCUPANCY)
- EXIT ACCESS TRAVEL DISTANCE
WITH MAXIMUM TRAVEL DISTANCE FROM REMOTE POINT
250' MAX. DISTANCE PER 2022 CBC TABLE 1017.2 (R OCCUPANCIES)
- (X) → NUMBER OF OCCUPANTS EXITING SPACE
- [X] → COMBINED OCCUPANT LOAD ALONG P.O.T.

STAIR #	STAIR TAG
STAIR WIDTH	CLEAR WIDTH OF STAIR
EXIT CAPACITY	OCCUPANT LOAD CAPACITY
EXIT LOAD	NO. OF OCCUPANTS SERVED BASED ON LEVEL, WHOSEST OCCUPANT LOAD
EXIT LOAD PER OCCUPANCY	NO. OF OCCUPANTS SERVED PER OCCUPANCY TYPE

NOTE:
ALL EXTERIOR WALLS AND INTERIOR LOAD BEARING WALLS TO BE 1-HR FIRE
RESISTANCE RATED. FIRE RESISTANCE RATINGS OF 1-HR REQUIRED AT ALL
PRIMARY STRUCTURAL FRAMES, EXTERIOR WALLS, INTERIOR LOAD BEARING
WALLS, FLOOR CONSTRUCTION AND ASSOCIATED MEMBERS, AND ROOF
CONSTRUCTION AND ASSOCIATED MEMBERS.

OCCUPANCY CALCULATIONS

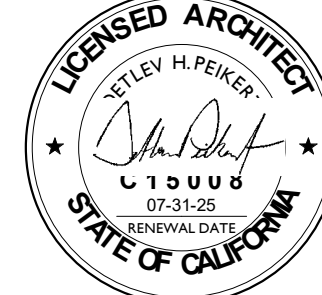
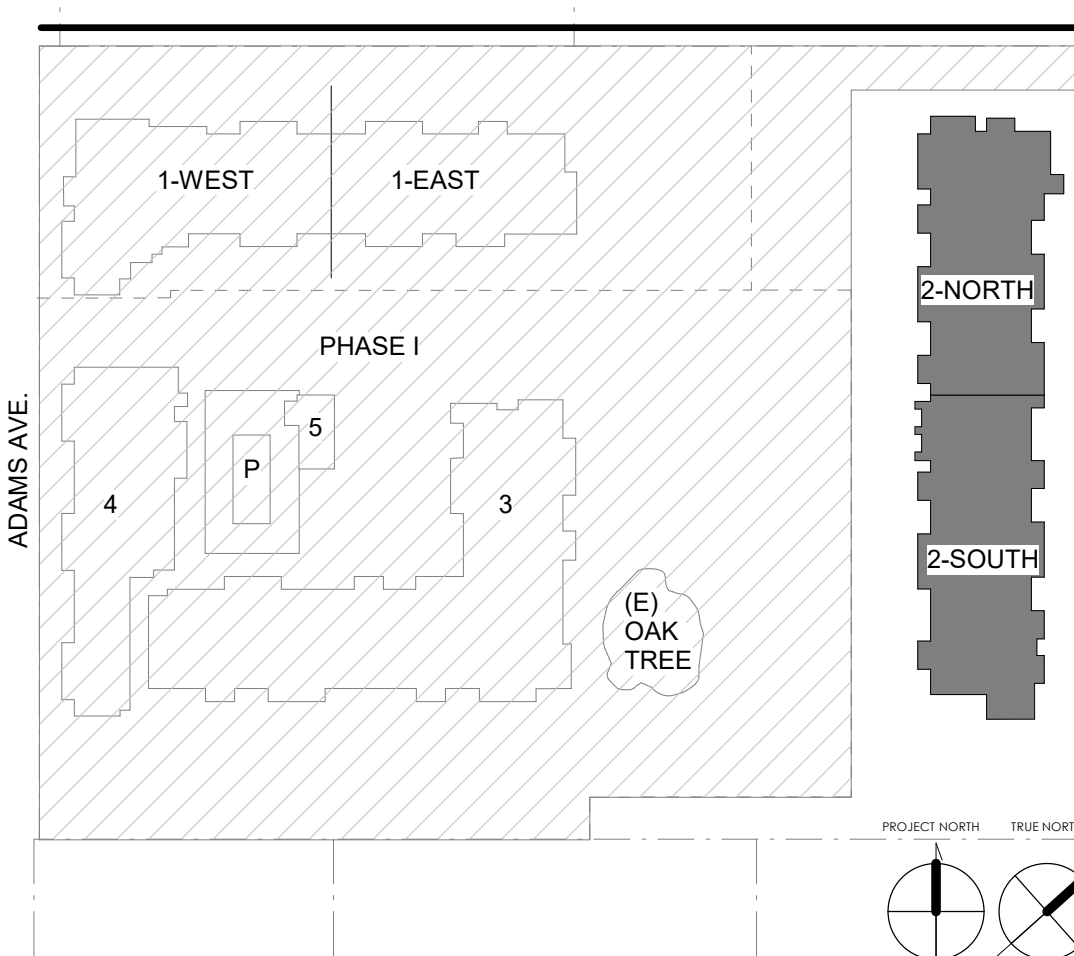
AREA NAME	AREA	NET / GROSS	OCCUPANCY TYPE	FUNCTION OF SPACE (2022 CBC TABLE 1004.5)	LOAD FACTOR	OCCUPANT LOAD	MAX. OCC. LOAD FOR ONE EXIT (2022 CBC TABLE 1006.2.1)	EXITS REQUIRED
02-SECOND FLOOR								
OPEN TO BELOW	305 SF			(none)		0	20	
COMP. RM	185 SF	NET	A-3	ASSEMBLY WITHOUT FIXED SEATS, UNCONCENTRATED (TABLE AND CHAIRS)	15	13	49	
ELEVATOR LOBBY	743 SF	GROSS	R-2	RESIDENTIAL	200	4	20	
IDF	96 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
JC	31 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
LAUNDRY	171 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
STOR.	93 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
TRASH	95 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
UNIT	13062 SF	GROSS	R-2	RESIDENTIAL	200	72	20	2
	14781 SF					94		
03-THIRD FLOOR								
ELEVATOR LOBBY / LOUNGE	610 SF	GROSS	R-2	RESIDENTIAL	200	4	20	
IDF	95 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
JC	31 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
LAUNDRY	159 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
TRASH	99 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
UNIT	11716 SF	GROSS	R-2	RESIDENTIAL	200	64	20	2
	12716 SF					72		
04-FOURTH FLOOR								
ELEVATOR LOBBY / LOUNGE	627 SF	GROSS	R-2	RESIDENTIAL	200	4	20	
IDF	67 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
JC	31 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
LAUNDRY	131 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
TRASH	95 SF	GROSS	R-2	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300	1	20	
UNIT	10900 SF	GROSS	R-2	RESIDENTIAL	200	59	20	2
	11850 SF					67		

UNIT BREAKDOWN

01-GROUND FLOOR	
1 BD / 1 BA	17
2 BD / 1 BA	3
	20
02-SECOND FLOOR	
1 BD / 1 BA	19
2 BD / 1 BA	3
	22
03-THIRD FLOOR	
1 BD / 1 BA	18
2 BD / 1 BA	2
	20
04-FOURTH FLOOR	
1 BD / 1 BA	18
2 BD / 1 BA	1
	19
TOTAL	81

SEE SHEET A2-003 FOR UNIT DESIGNATIONS

KEY PLAN



9421 Haven Avenue
Rancho Cucamonga, CA 91730
Tel: 949.394.7996 Fax: 909.483.6524
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OAK VIEW RANCH - PHASE 2
24960 ADAMS AVE, MURRIETA CA 92562

CODE ANALYSIS

NO.	REVISION	DATE
1	PLAN CHECK 2	12/01/23
2	PLAN CHECK 3	07/26/24
PROJECT MANAGER		
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07/26/24		
PROJECT NUMBER		
1853-07-RS22		
SHEET		

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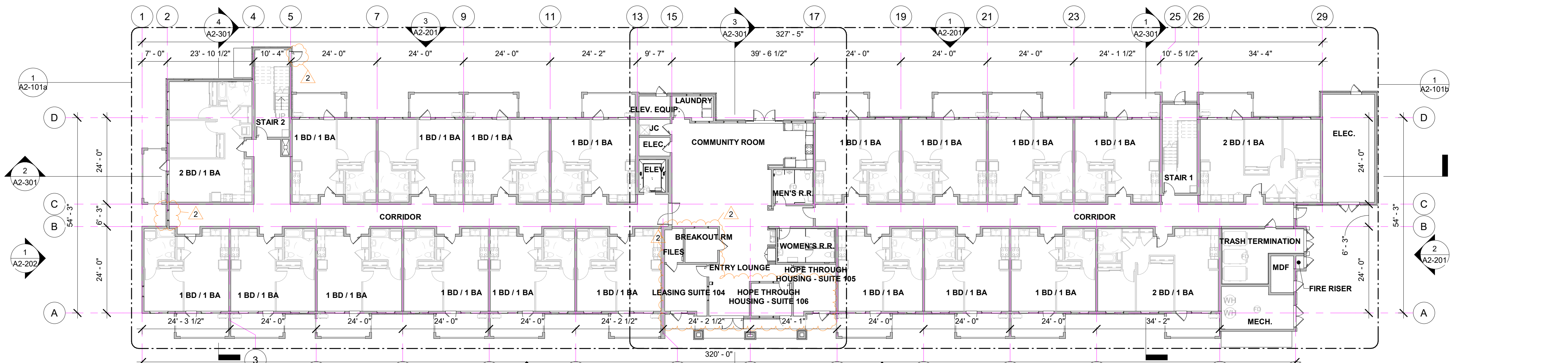
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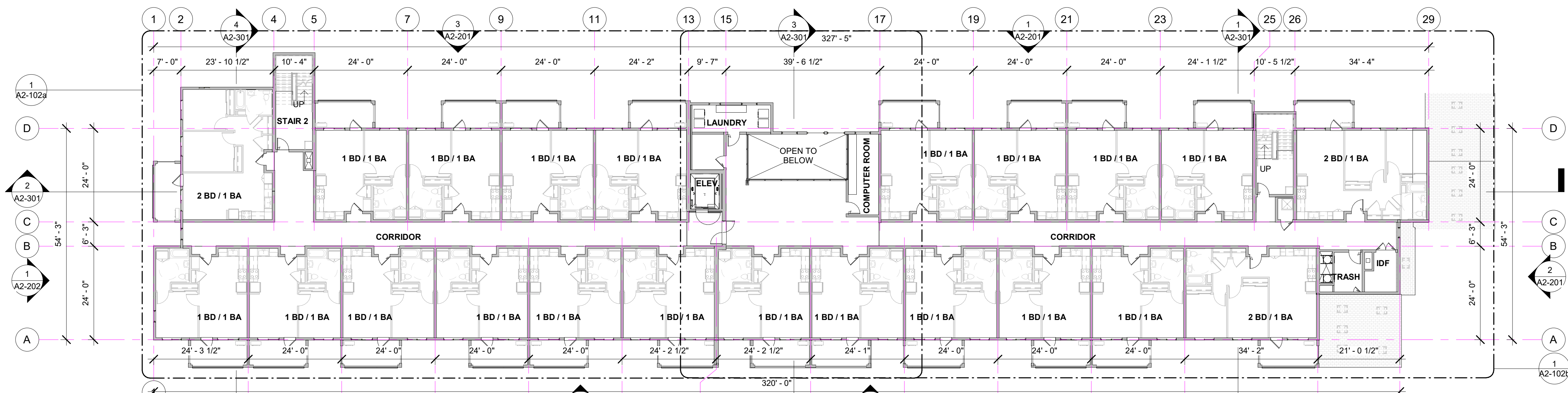
1 01-GROUND FLOOR PLAN-OVERALL

A2-001 | A2-010 SCALE: 1/16" = 1'-0"



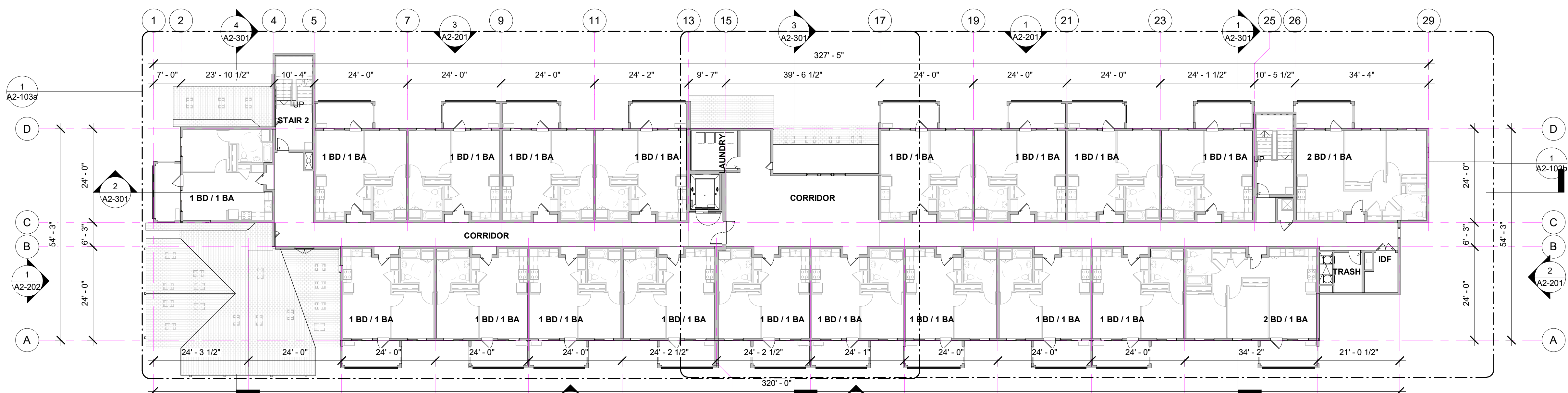
2 02-SECOND FLOOR-OVERALL

A2-001 | A2-010 SCALE: 1/16" = 1'-0"



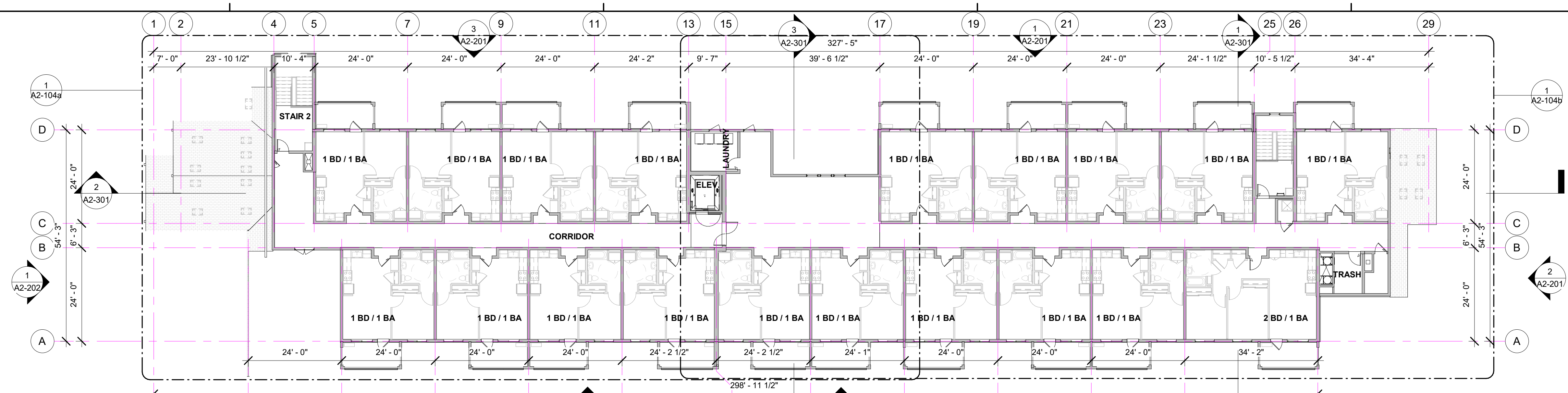
3 03-THIRD FLOOR-OVERALL

A2-001 | A2-010 SCALE: 1/16" = 1'-0"

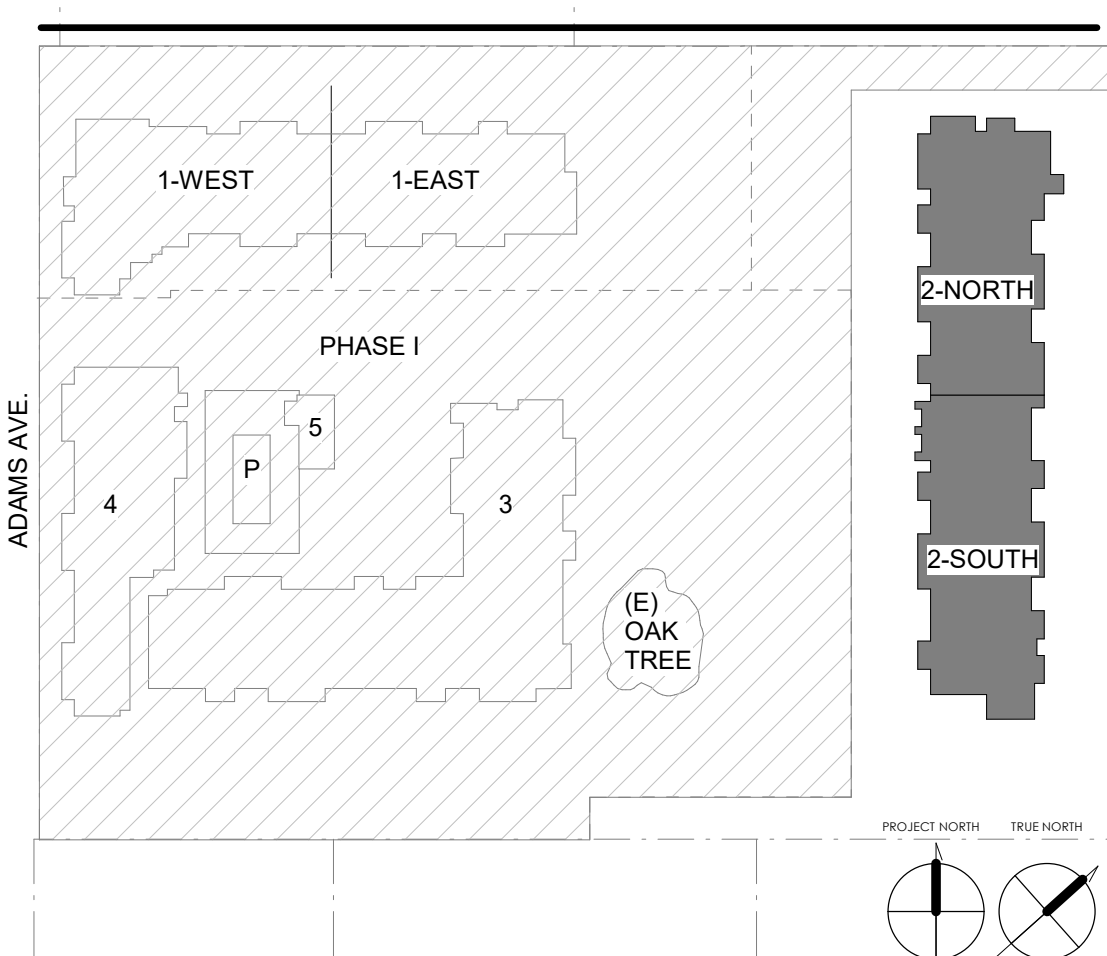


4 04-FOURTH FLOOR-OVERALL

A2-001 | A2-010 SCALE: 1/16" = 1'-0"



KEY PLAN



PLAN CHECK 3

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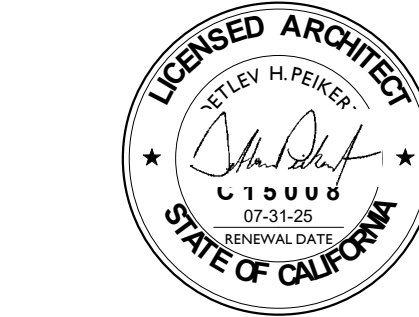
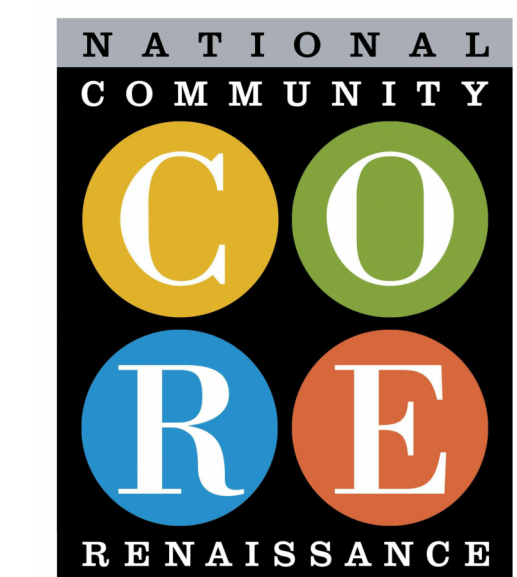
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DATE	07/26/24
PROJECT NUMBER	1853-07-RS22
SHEET	A2-010

OAK VIEW RANCH - PHASE 2
24960 ADAMS AVE, MURRIETA CA 92562
OVERALL FLOOR PLANS

9421 Haven Avenue
Rancho Cucamonga, CA 91730
Tel: 949.394.7996 Fax: 909.483.6524
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rrm design group
rmdesign.com | (805) 543-1794
3765 S. Higuera, San Luis Obispo, CA 93401
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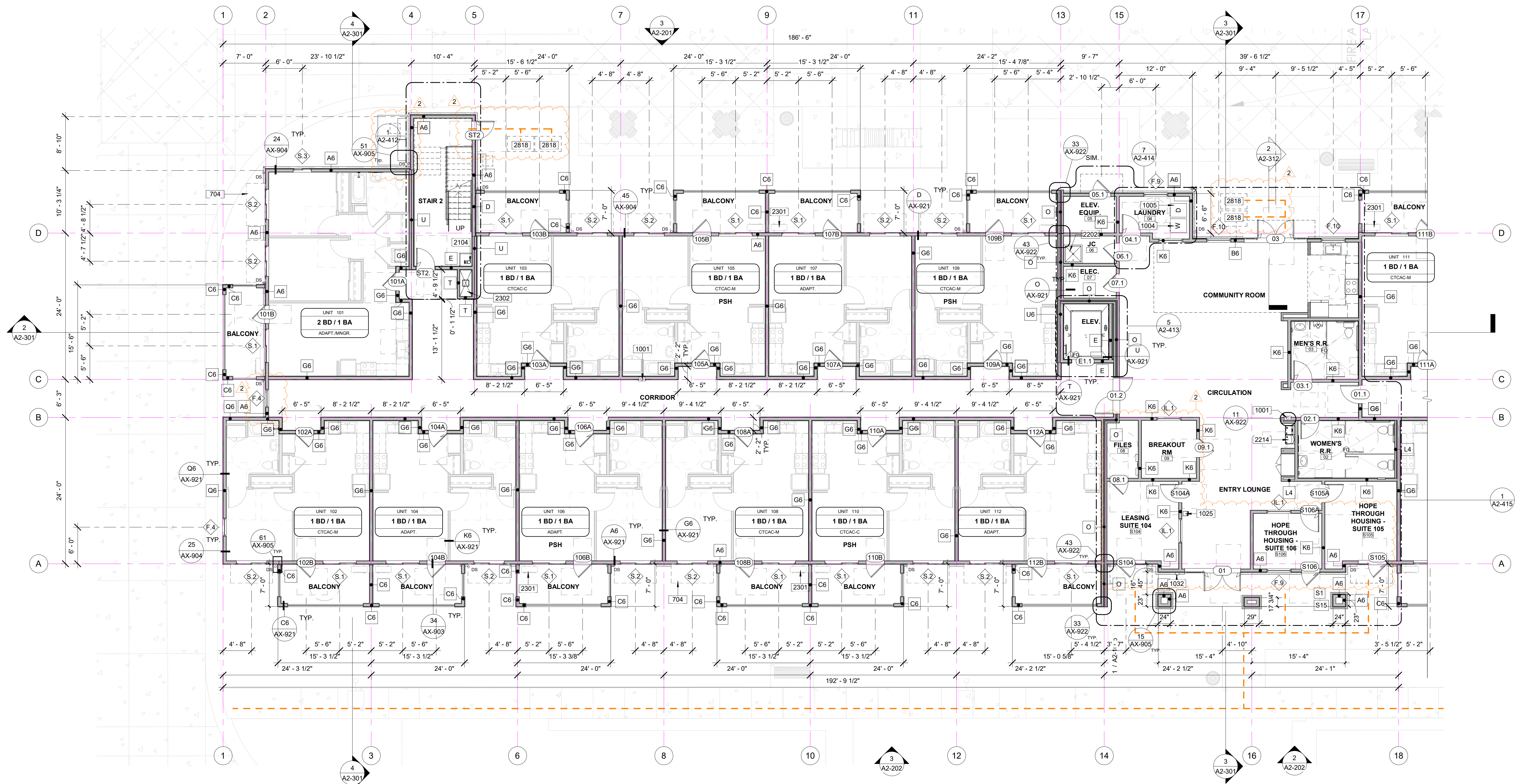




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1 GROUND FLOOR PLAN-NORTH

A2-001 A2-101a SCALE: 1/8" = 1'-0"

LEGEND

--- ACCESSIBLE PATH OF TRAVEL
(SHALL BE 44" MIN. CIRC 11B-403.3)

KEYNOTES

- 704 COMPOSITE SHINGLE AWNING
- 1001 FIRE EXTINGUISHER. SEE DETAIL 11/AX-922.
- 1004 WASHING MACHINE
- 1005 DRYER
- 1025 PAYMENT KIOSK
- 1032 KNOX BOX. MODEL AND LOCATION TO BE APPROVED BY MFD
- 2104 STAND PIPE
- 2202 MOP BASIN WITH MOP SINK FAUCET
- 2214 DRINKING FOUNTAIN
- 2301 MECHANICAL SHAFT. SEE MECH. DRAWINGS
- 2302 TWO 30 INCH BY 52 INCH CLEAR SPACES FOR EXTERIOR AREA FOR ASSISTED RESCUE, PER CBC 1009.7
- 2818

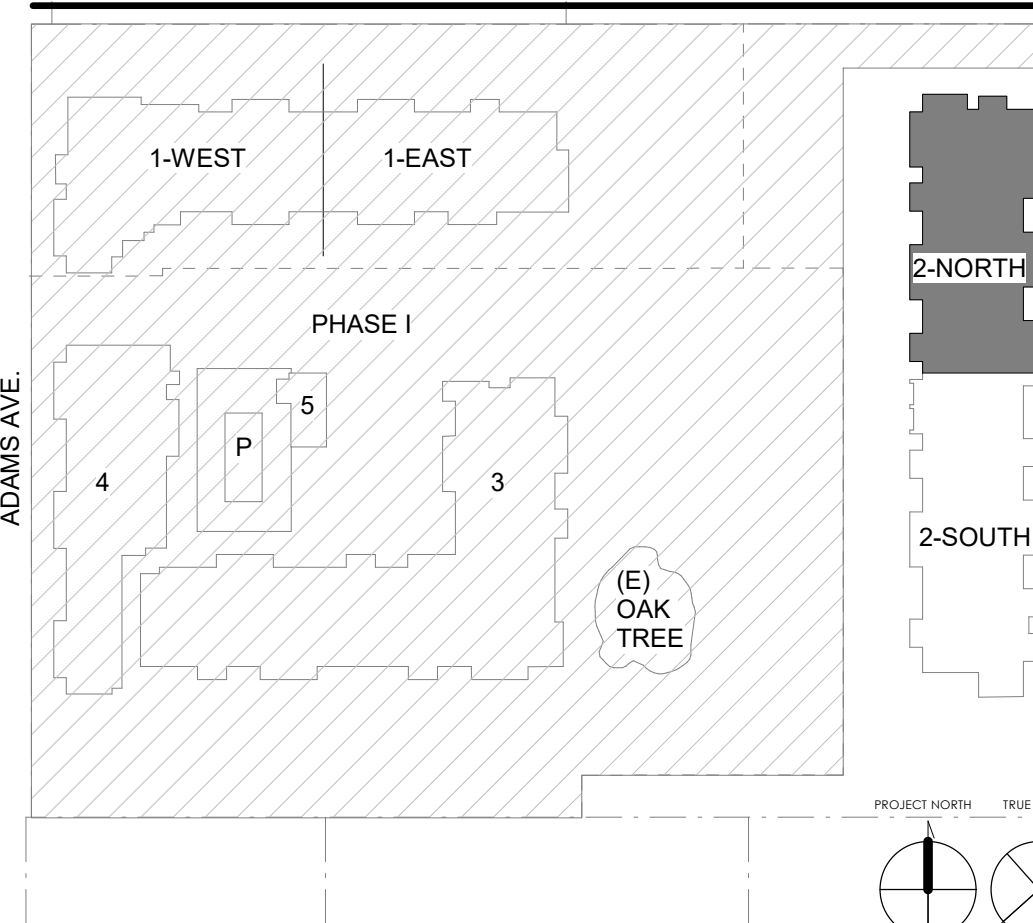
UNIT LEGEND

- UNIT TAG**
- UNIT NUMBER
UNIT TYPE
SHEET NUMBER ENLARGED UNIT PLAN
- 11B MOBILITY UNIT**
THIS IS A MOBILITY ENHANCED UNIT THAT COMPLIES WITH THE ACCESSIBILITY PROVISIONS OF 2022 CBC 11B. REQUIRES 5% MOBILITY UNITS. THESE UNITS, AS SHOWN, ARE ON AN ACCESSIBLE PATH OF TRAVEL.
- CTCAC MOBILITY UNIT**
THIS IS AN ACCESSIBLE UNIT REGULATED BY CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (CTCAC). CTCAC, REQUIRES 15% MOBILITY UNITS. THESE UNITS, AS SHOWN, ARE ON AN ACCESSIBLE PATH OF TRAVEL.
- COMMUNICATION FEATURES**
THIS DWELLING UNIT PROVIDES VISUAL ALARMS AND NOTIFICATIONS FOR THE VISUALLY AND HEARING IMPAIRED, AS REQUIRED. (2022 CBC 11B-809.5 & 807.5.2.3). CTCAC, REQUIRES 10% WITH COMMUNICATIONS FEATURES. 2022 CBC 11B REQUIRES 2% WITH COMMUNICATIONS FEATURES.
- ADAPTABLE**
ALL UNITS THAT ARE NOT FULLY ACCESSIBLE ARE VISITABLE AND ADAPTABLE. THIS IS A DWELLING UNIT THAT COMPLIES WITH THE ACCESSIBILITY PROVISIONS OF CBC 11B. THIS UNIT COULD BE EASILY RETROFITTED TO COMPLY WITH ACCESSIBILITY REQUIREMENTS AT BATHROOMS AND KITCHENS PER 2022 CBC CHAPTER 11B (SECTIONS 11B-809.7 THROUGH 11B-809.12).

FLOOR PLAN GENERAL NOTES

- REFER TO GENERAL NOTES SHEET G-101 FOR ADDITIONAL REQUIREMENTS.
- REFER TO SHEET AX-921 FOR WALL TYPES
- REFER TO STRUCTURAL PLANS FOR FURTHER INFORMATION.
- REFER TO ELECTRICAL PLANS FOR FURTHER INFORMATION IF PROVIDED.
- REFER TO MECHANICAL PLANS, DRAWINGS OR REPORTS FOR FURTHER INFORMATION.
- REFER TO PLUMBING PLANS OR DRAWINGS FOR FURTHER INFORMATION IF PROVIDED.
- ALL FURNITURE AND EQUIPMENT IS BY OWNER AND IS SHOWN FOR COORDINATION PURPOSES ONLY.
- DIMENSIONS ARE TO FACE OF FRAMING UNLESS SPECIFICALLY NOTED OTHERWISE.
- PROVIDE ADEQUATE BLOCKING IN WALLS FOR CABINETS AND OTHER WALL MOUNTED ACCESSORIES INCLUDING BUT NOT LIMITED TO HANDRAILS, SHELVING AND BATHROOM FIXTURES.
- PROVIDE FIREBLOCKING FOR WALL CAVITIES THAT EXCEED 2022 CBC HEIGHT LIMITATIONS.
- DOOR AND WINDOW DIMENSIONS ARE CENTERED AT OPENINGS.
- WHERE DOOR IS LOCATED WITHOUT DIMENSION AT THE CORNER OF A ROOM IT SHALL BE 4" FROM FACE OF FRAMING OF ADJACENT WALL TO ROUGH DOOR OPENING.
- SEE CODE ANALYSIS FOR LOCATIONS OF FIRE PARTITIONS AND FIRE BARRIERS.
- WHERE RECESSED FIXTURES OCCUR IN WALLS OR HORIZONTAL ASSEMBLIES, THE FIRE RATING OF THOSE ASSEMBLIES SHALL BE MAINTAINED.
- AT ALL PENETRATIONS AND INTERSECTIONS OF FIRE-RATED PARTITIONS, PROVIDE FIRE SEALANT AND/OR FIRE STOPPING TO MAINTAIN CONTINUITY OF PARTITION RATING.
- PARALLEL ARM CLOSERS ON THE CORRIDOR SIDE AT ALL UNIT ENTRY DOORS.
- ALL WALL AND CEILING FINISHES SHALL COMPLY WITH 2022 CBC TABLE 803.13 FOR MAXIMUM FLAME SPREAD AND SMOKE DENSITY. ALL INTERIOR WALL AND CEILING FINISH MATERIALS IN ROOMS AND ENCLOSED SPACES IN FIRE-SPRINKLERED BUILDINGS SHALL HAVE A FLAME SPREAD INDEX OF AT LEAST CLASS C, PER 2022 CBC 803.1.1, TABLE 803.9.
- ALL FIXTURES, EQUIPMENT, PIPING, AND MATERIALS SHALL BE LISTED.
- DOCUMENTATION SHALL BE PROVIDED TO VERIFY THAT FINISH MATERIAL USED COMPLY WITH VOC LIMITS AS SET FORTH IN TABLES 4.504.1, 4.504.2, & 4.504.3. (4.504.2.4)

KEY PLAN



OAK VIEW RANCH - PHASE 2

24960 ADAMS AVE, MURRIETA CA 92562

GROUND FLOOR PLAN-NORTH

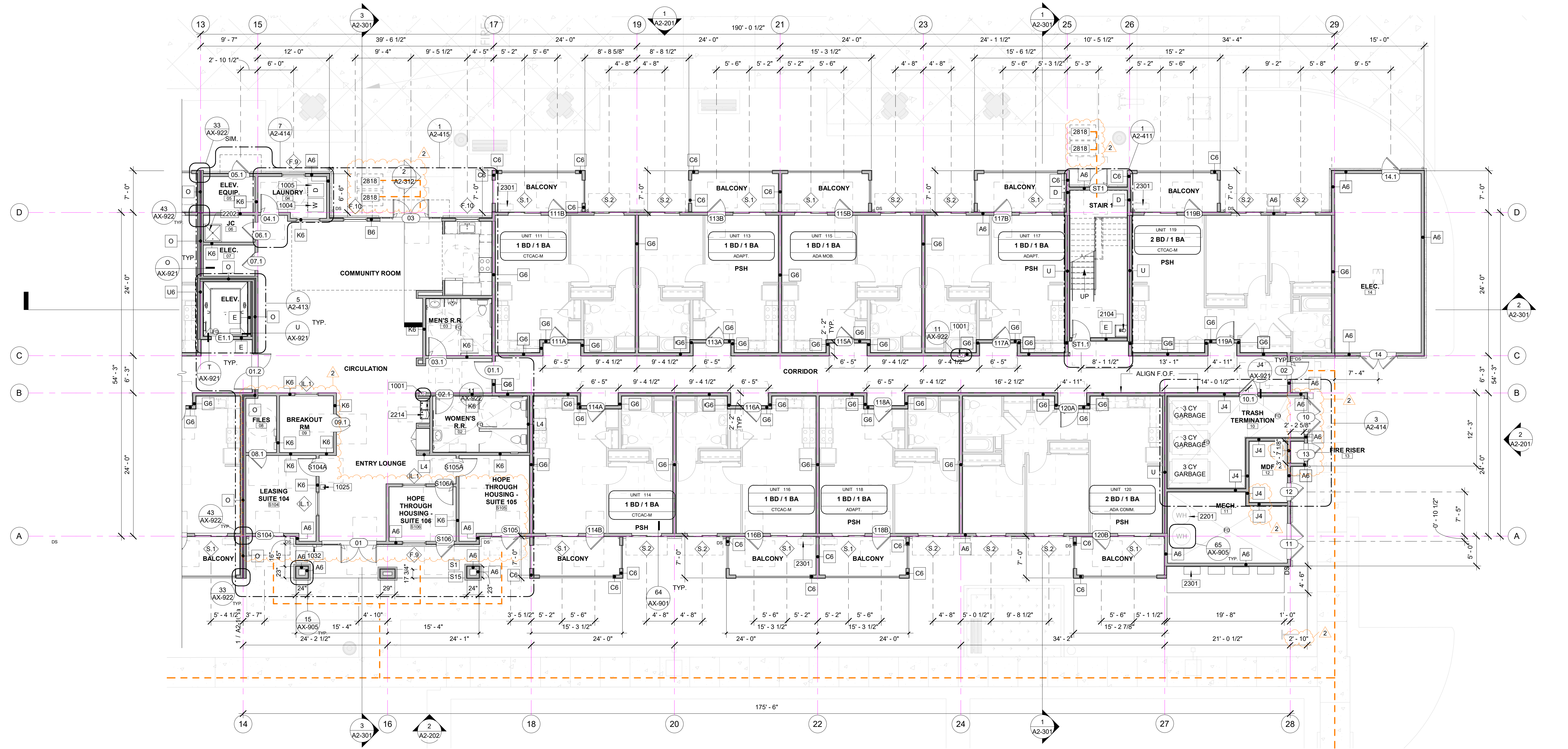
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Rancho Cucamonga, CA 91730
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1 GROUND FLOOR PLAN - SOUTH

A2-001/A2-101b SCALE: 1/8" = 1'-0"

LEGEND

--- ACCESSIBLE PATH OF TRAVEL
(SHALL BE 48" MIN. CBC 11B-809.5)

KEYNOTES

- 1001 FIRE EXTINGUISHER. SEE DETAIL 11/AX-922.
- 1004 WASHING MACHINE
- 1005 DRYER
- 1025 PAYMENT KIOSK
- 1032 KNOX BOX. MODEL AND LOCATION TO BE APPROVED BY MFD
- 2104 STAND PIPE
- 2201 WATER HEATER. SEE PLUMBING DRAWINGS
- 2202 MOP BASIN WITH MOP SINK FAUCET
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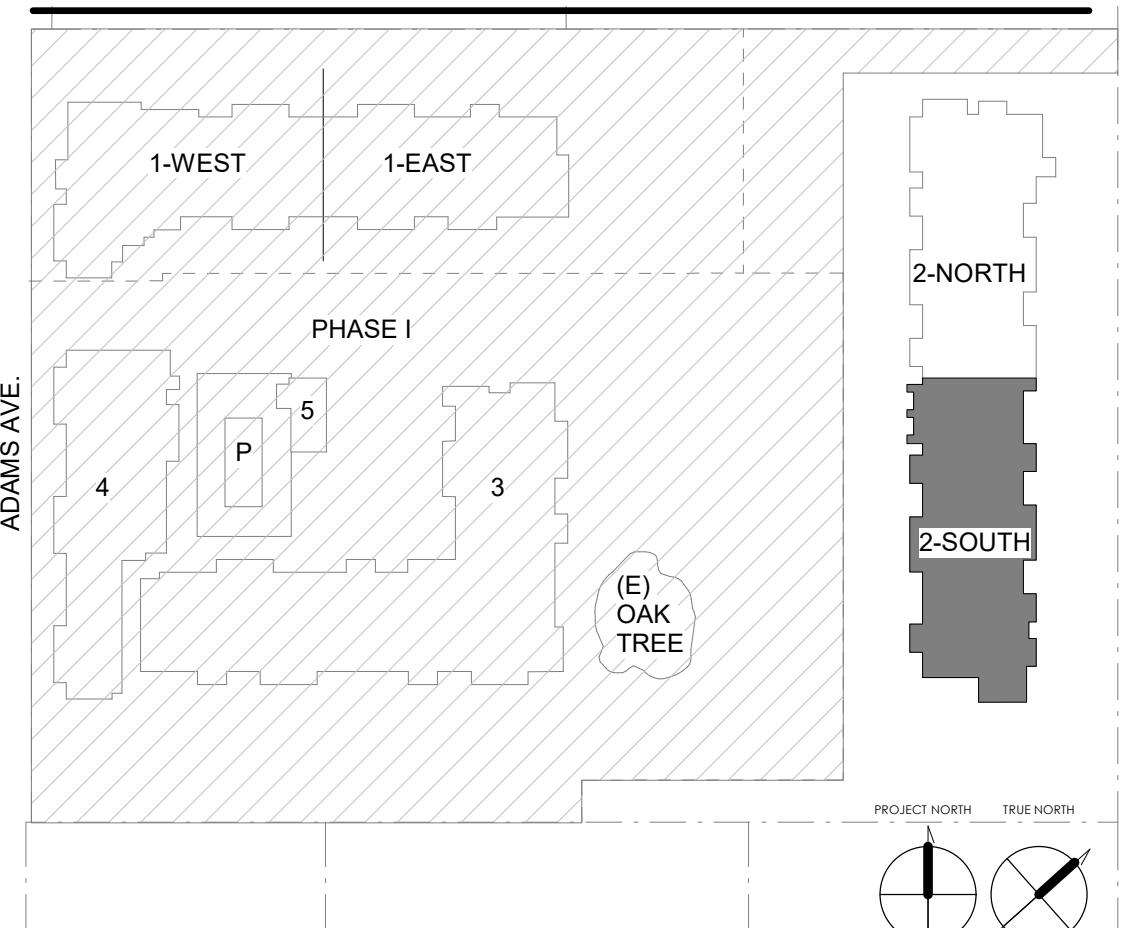
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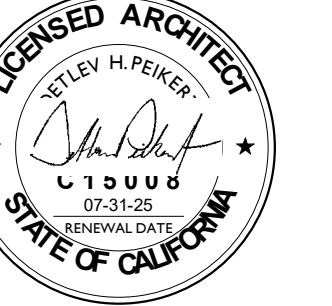
KEY PLAN



OAK VIEW RANCH - PHASE 2
24960 ADAMS AVE, MURRIETA CA 92562
GROUND FLOOR PLAN-SOUTH

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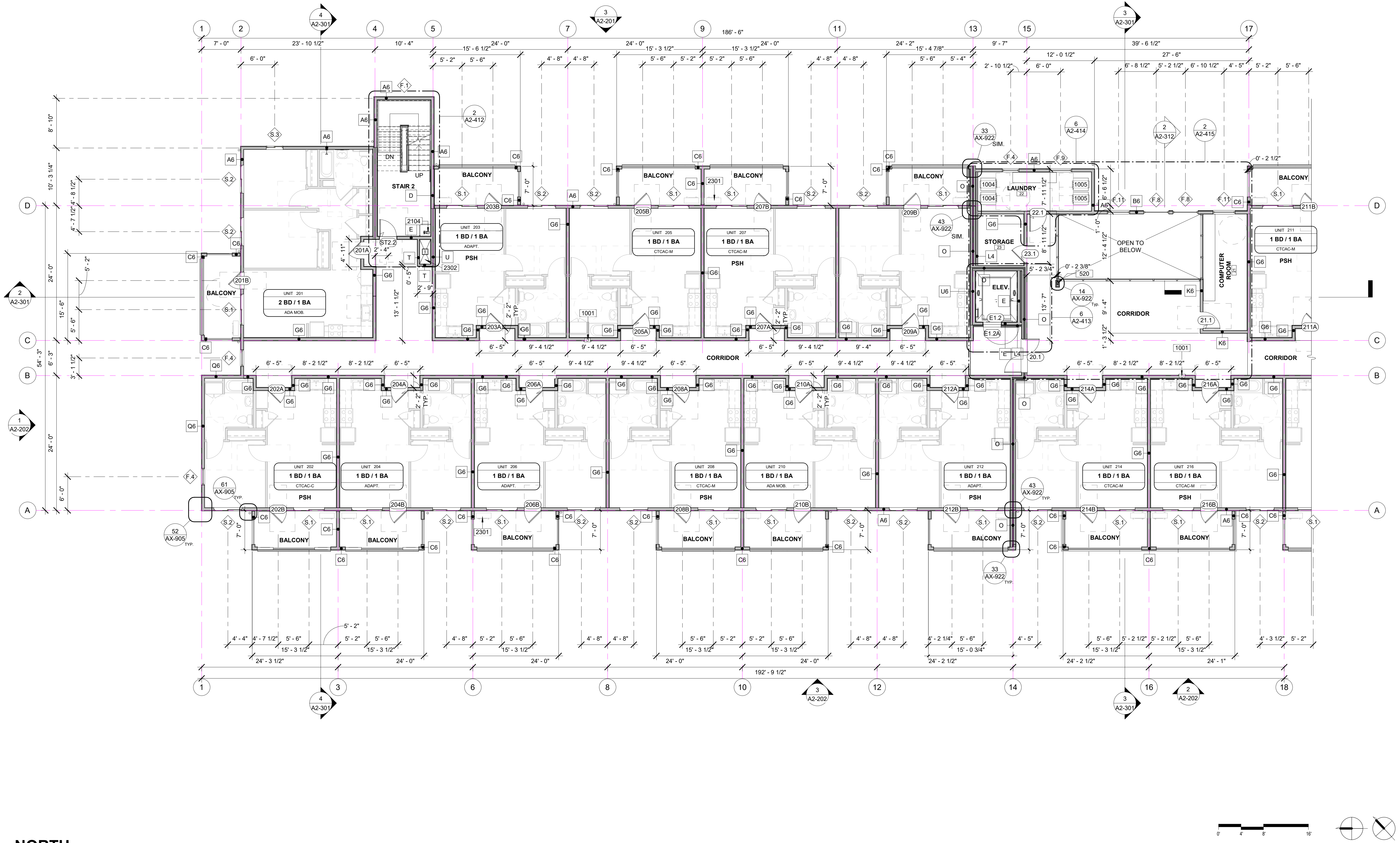


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AGENCY

OAK VIEW RANCH - PHASE 2
24960 ADAMS AVE, MURRIETA CA 92562
SECOND LEVEL FLOOR
PLAN-NORTH



1 02-SECOND FLOOR - NORTH

A2-001 A2-102a SCALE: 1/8" = 1'-0"

KEYNOTES

520	HSS COLUMN, SEE STRUCTURAL DRAWINGS
1001	FIRE EXTINGUISHER, SEE DETAIL 11/AX-922
1004	WASHING MACHINE
1005	DRYER
2104	STAND PIPE
2301	MECHANICAL UNIT, SEE MECH. DRAWINGS
2302	MECHANICAL SHAFT, SEE MECH.

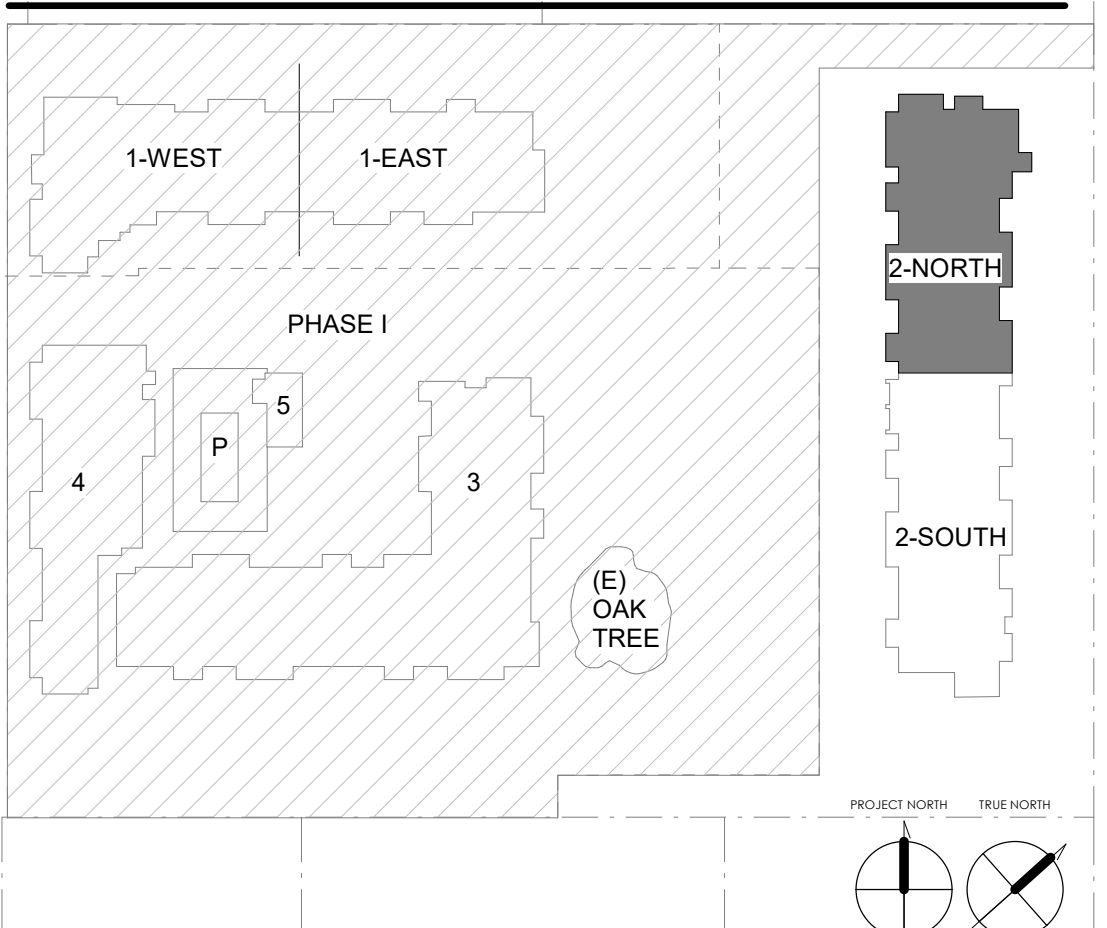
UNIT LEGEND

UNIT TAG	UNIT NUMBER	UNIT TYPE	SHEET NUMBER ENLARGED UNIT PLAN
UNIT XXX	Type X		
SHEET XXX			
11B MOB.			
CTCAC MOB.			
11B or CTCAC COMM.			
11B MOBILITY UNIT	THIS IS A MOBILITY ENHANCED UNIT THAT COMPLIES WITH THE ACCESSIBILITY PROVISIONS OF 2022 CBC 11B. REQUIRES 5% MOBILITY UNITS. THESE UNIT, AS SHOWN, ARE ON AN ACCESSIBLE PATH OF TRAVEL.		
TCAC MOBILITY UNIT	THIS IS AN ACCESSIBLE UNIT REGULATED BY CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (CTCAC). CTCAC, REQUIRES 15% MOBILITY UNITS. THESE UNIT, AS SHOWN, ARE ON AN ACCESSIBLE PATH OF TRAVEL.		
COMMUNICATION FEATURES	ALL UNITS THAT ARE NOT FULLY ACCESSIBLE ARE VISITABLE AND ADAPTABLE. THIS IS A DWELLING UNIT THAT COMPLIES WITH THE ACCESSIBILITY PROVISIONS OF CBC 11B. THIS UNIT COULD BE EASILY RETROFITTED TO COMPLY WITH ACCESSIBILITY REQUIREMENTS AT BATHROOMS AND KITCHENS PER 2022 CBC CHAPTER 11B (SECTIONS 11B-809.7 THROUGH 11B-809.12).		

FLOOR PLAN GENERAL NOTES

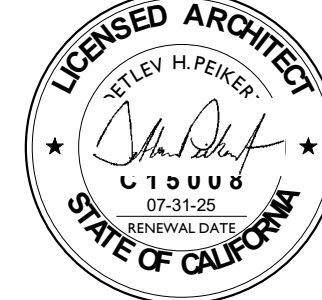
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- REFER TO SHEET AX-921 FOR WALL TYPES
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- REFER TO ELECTRICAL PLANS FOR FURTHER INFORMATION IF PROVIDED.
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- DIMENSIONS ARE TO FACE OF FRAMING UNLESS SPECIFICALLY NOTED OTHERWISE.
- PROVIDE ADEQUATE BLOCKING IN WALLS FOR CABINETS AND OTHER WALL MOUNTED ACCESSORIES INCLUDING BUT NOT LIMITED TO HANDRAILS, SHELVING AND BATHROOM FIXTURES.
- PROVIDE FIREBLOCKING FOR WALL CAVITIES THAT EXCEED 2022 CBC HEIGHT LIMITATIONS.
- DOOR AND WINDOW DIMENSIONS ARE CENTERED AT OPENINGS.
- WHERE DOOR IS LOCATED WITHOUT DIMENSION AT THE CORNER OF A ROOM IT SHALL BE 4" FROM FACE OF FRAMING OF ADJACENT WALL TO ROUGH DOOR OPENING.
- SEE CODE ANALYSIS FOR LOCATIONS OF FIRE PARTITIONS AND FIRE BARRIERS.
- WHERE RECESSED FIXTURES OCCUR IN WALLS OR HORIZONTAL ASSEMBLIES, THE FIRE RATING OF THOSE ASSEMBLIES SHALL BE MAINTAINED.
- AT ALL PENETRATIONS AND INTERSECTIONS OF FIRE-RATED PARTITIONS, PROVIDE FIRE SEALANT AND/OR FIRE STOPPINGS TO MAINTAIN CONTINUITY OF PARTITION RATING.
- PARALLEL ARM CLOSERS ON THE CORRIDOR SIDE AT ALL UNIT ENTRY DOORS.
- ALL WALL AND CEILING FINISHES SHALL COMPLY WITH 2022 CBC TABLE 803.13 FOR MAXIMUM FLAME SPREAD AND SMOKE DENSITY. ALL INTERIOR WALL AND CEILING FINISH MATERIALS IN ROOMS AND ENCLOSED SPACES IN FIRE-SPRINKLERED BUILDINGS SHALL HAVE A FLAME SPREAD INDEX OF AT LEAST CLASS C, PER 2022 CBC 803.1.1, TABLE 803.9.
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- DOCUMENTATION SHALL BE PROVIDED TO VERIFY THAT FINISH MATERIAL USED COMPLY WITH VOC LIMITS AS SET FORTH IN TABLES 4.504.1, 4.504.2, & 4.504.3. (4.504.2.4)

KEY PLAN



PLAN CHECK 3

NO.	REVISION	DATE
△	PLAN CHECK 2	12/01/23
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PROJECT MANAGER		
DRAWN BY		CHECKED BY
DATE		
07/26/24		
PROJECT NUMBER		
1853-07-RS22		
SHEET		
A2-102a		



9421 Haven Avenue
Rancho Cucamonga, CA 91730
Tel: 949.394.7996 Fax: 909.483.6524
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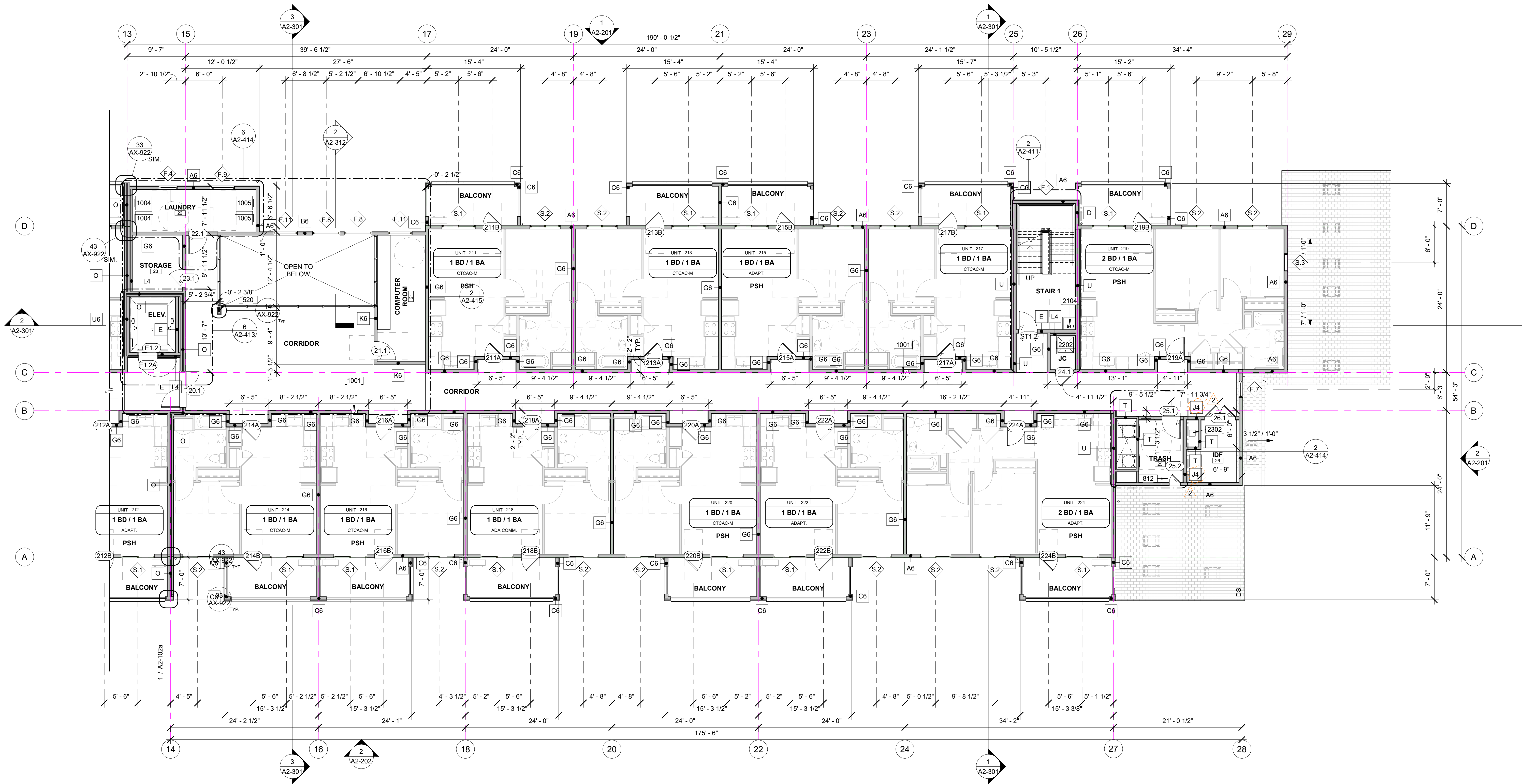
AGENCY

OAK VIEW RANCH - PHASE 2
24960 ADAMS AVE, MURRIETA CA 92562
SECOND LEVEL FLOOR
PLAN-SOUTH

NO.	REVISION	DATE
1	PLAN CHECK 2	12/01/23
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PLAN CHECK 3

A2-102b



1 02-SECOND FLOOR - SOUTH

A2-001 A2-102b SCALE: 1/8" = 1'-0"

KEYNOTES

520	HSS COLUMN. SEE STRUCTURAL DRAWINGS
812	22" x 30" FIRE RATED ATTIC ACCESS HATCH. PERMANENTLY ATTACH R-30 OR GREATER INSULATION TO ATTIC ACCESS DOOR USING ADHESIVE OR MECHANICAL FASTENERS CENC 150. (a1) PROVIDE GASKETED ATTIC ACCESS TO PREVENT AIR LEAKAGE CENC 150.0 (a1). ACCESS HATCH DOOR KARP KRP-350FR OR APPROVED EQUAL. DOOR TO BE LOCKABLE. ATTIC ACCESS TO COMPLY WITH 2022 CBC 712.1.13.2 & 1209.2. FIRE RATING NOT LESS THAN THE ASSEMBLY BEING PENETRATED.
1001	FIRE EXTINGUISHER. SEE DETAIL 11/AX-922.
1004	WASHING MACHINE
1005	DRYER
2104	STAND PIPE
2202	MOP BASIN WITH MOP SINK FAUCET
2302	MECHANICAL SHAFT. SEE MECH.

UNIT LEGEND

UNIT TAG	UNIT NUMBER	UNIT TYPE	SHEET NUMBER ENLARGED UNIT PLAN
UNIT XXX	Type X		
SHEET XXX			
11B			
MOB.			
CTCAC			
MOB.			
11B or CTCAC			
COMM.			
ADAPTABLE			
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- PARALLEL ARM C



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AGENCY

OAK VIEW RANCH - PHASE 2

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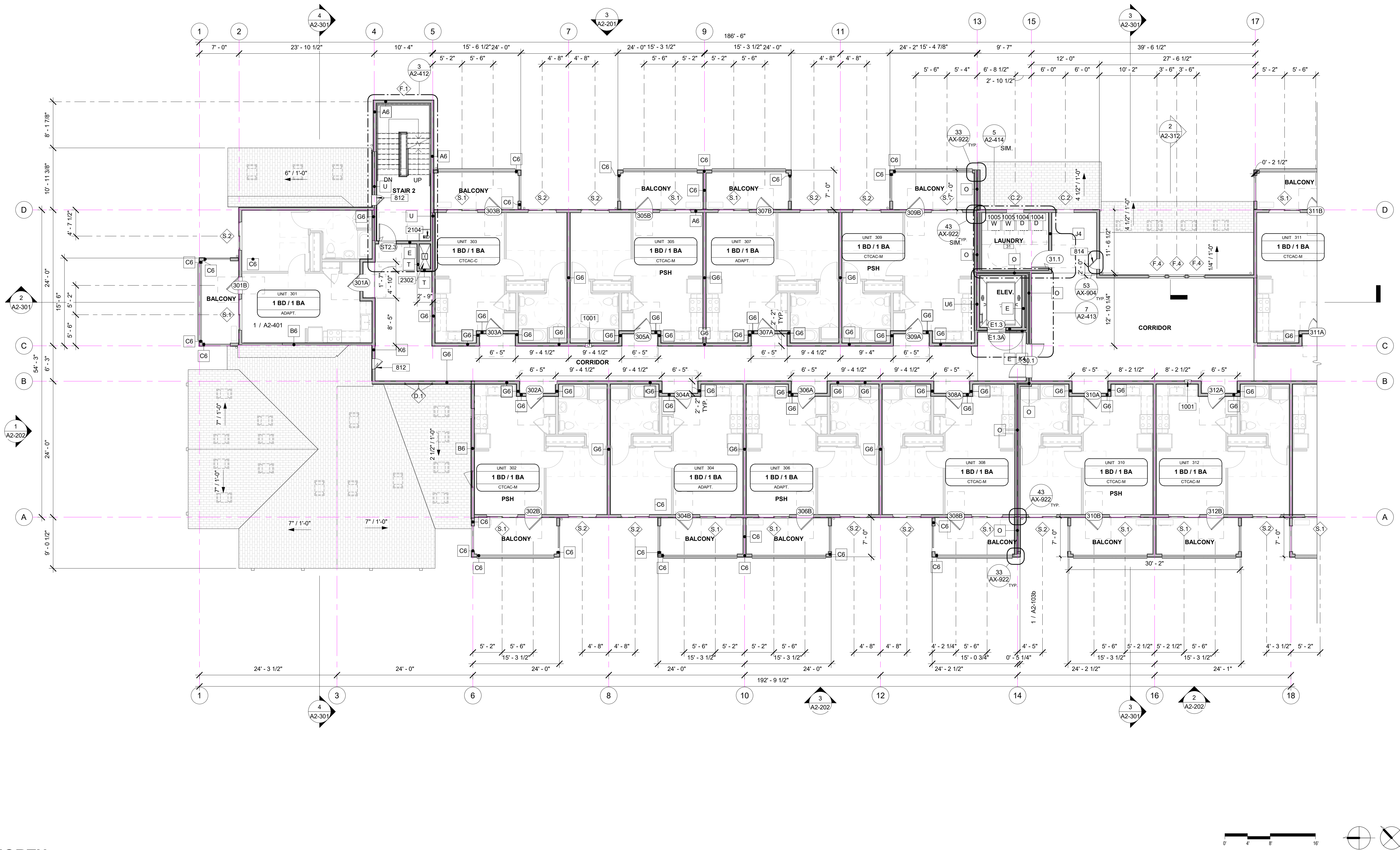
THIRD LEVEL FLOOR PLAN-NORTH

NO.	REVISION	DATE
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1	PLAN CHECK 2	12/01/23
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PROJECT MANAGER	
DRAWN BY	CHECKED BY
DATE	07/26/24
PROJECT NUMBER	1853-07-RS22
SHEET	A2-103a

PLAN CHECK 3



1 03-THIRD FLOOR - NORTH

A2-001 A2-103a SCALE: 1/8" = 1'-0"

KEYNOTES

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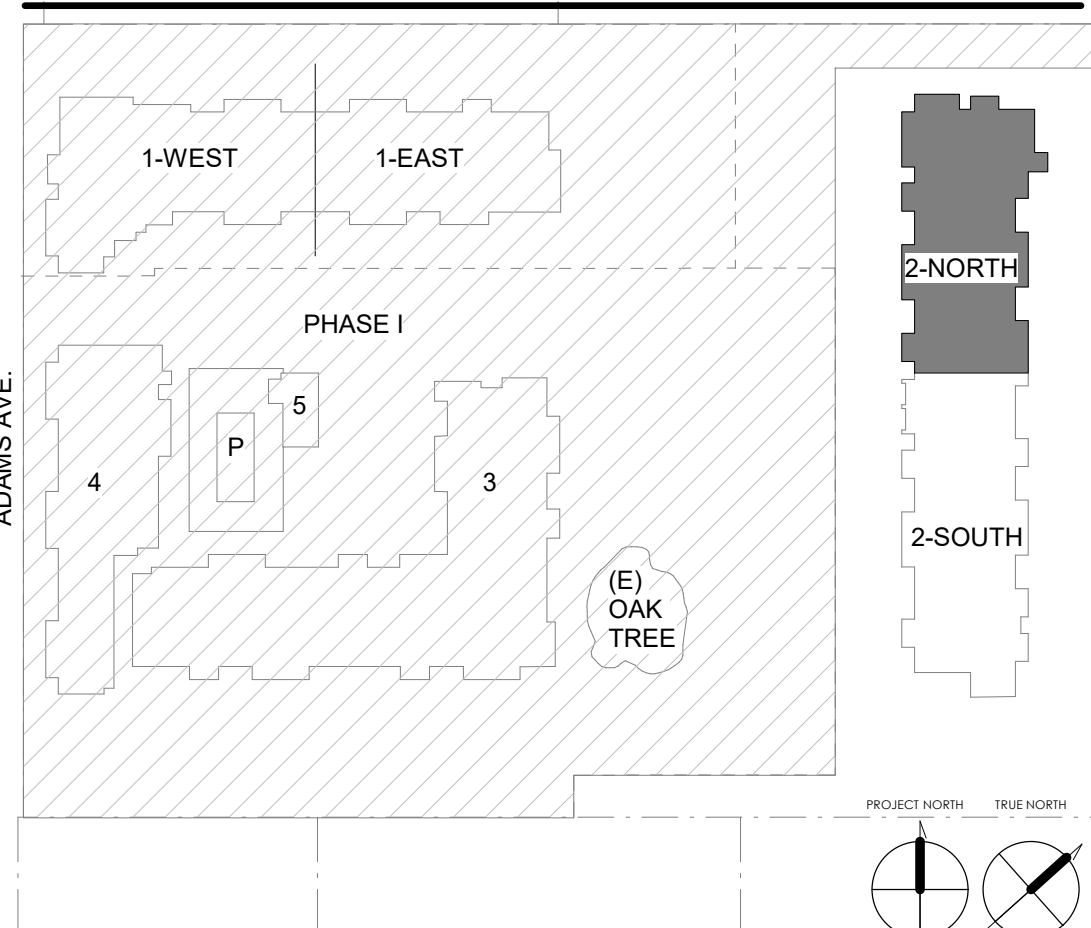
UNIT LEGEND

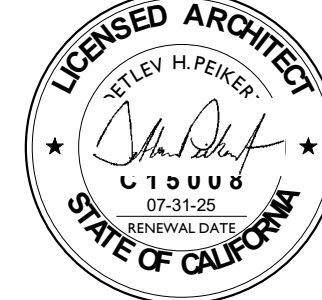
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KEY PLAN



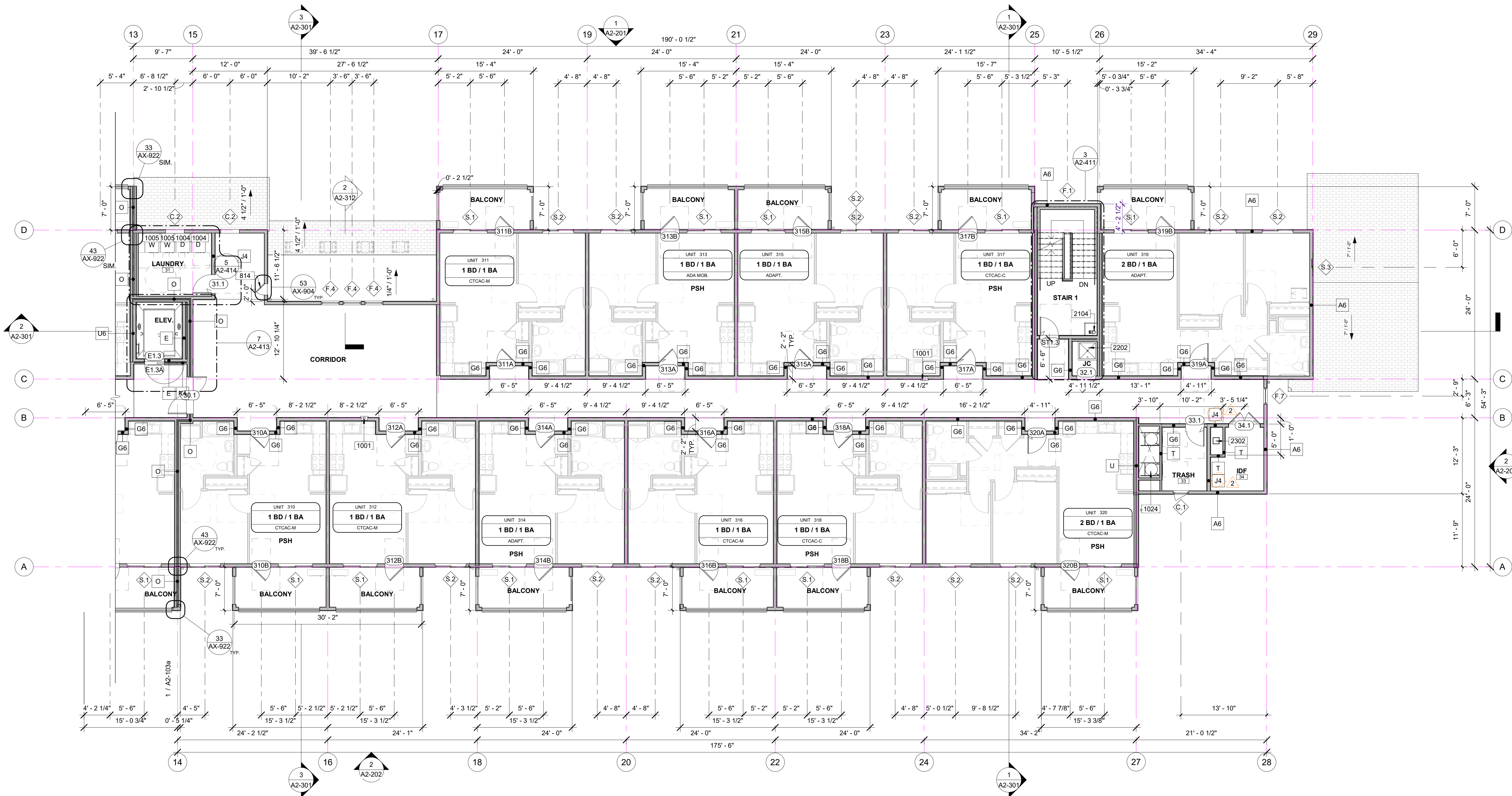


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THIRD LEVEL FLOOR PLAN-SOUTH



1 03-THIRD FLOOR - SOUTH

A2-001 A2-103a SCALE: 1/8" = 1'-0"

KEYNOTES

814	ROOF ACCESS HATCH
1001	FIRE EXTINGUISHER. SEE DETAIL 11/AX-922.
1004	WASHING MACHINE
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1024	TRASH CHUTE
2104	STAND PIPE
2202	MOP BASIN WITH MOP SINK FAUCET
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CTCAC MOB.			
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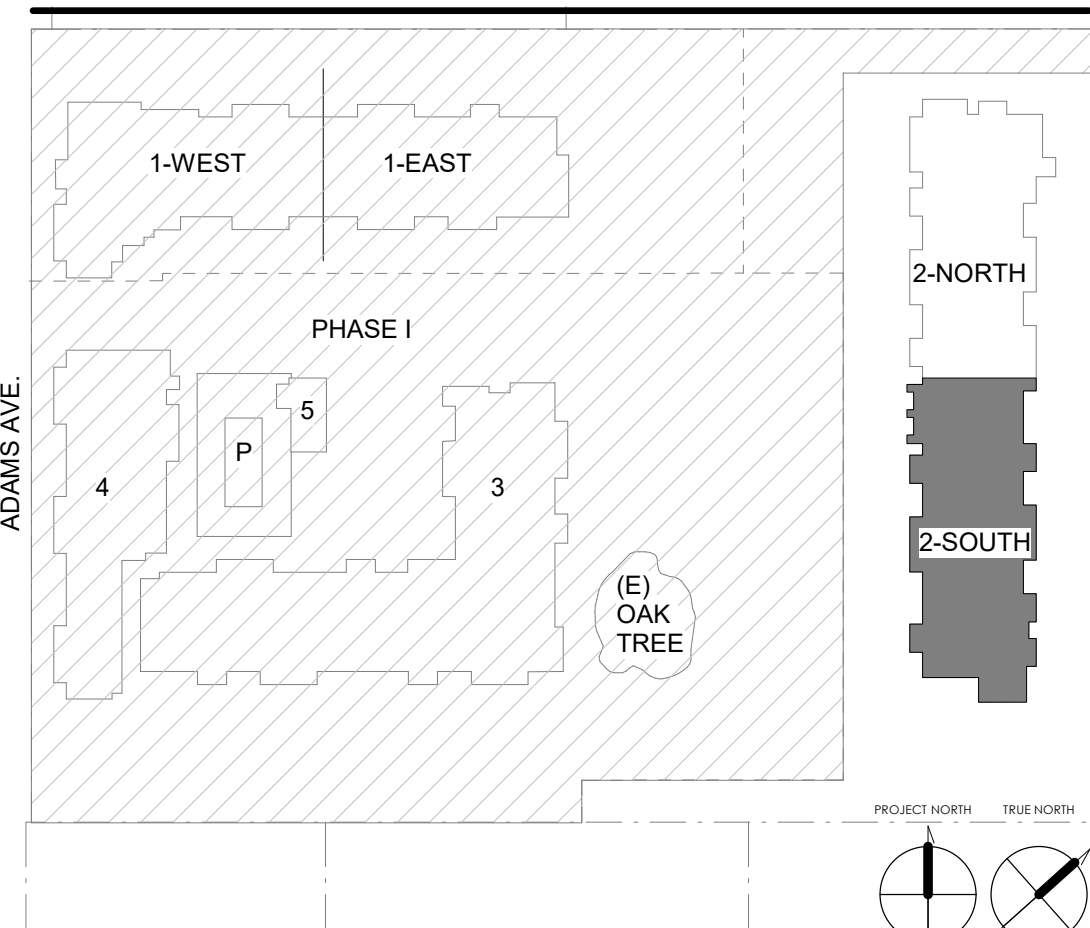
COMMUNICATION FEATURES
THIS DWELLING UNIT PROVIDES VISUAL ALARMS AND NOTIFICATIONS FOR THE VISUALLY AND HEARING IMPAIRED, AS REQUIRED. (2022 CBC 11B-809.5 & 807.5.2.3). CTCAC, REQUIRES 10% WITH COMMUNICATIONS FEATURES. 2022 CBC 11B REQUIRES 2% WITH COMMUNICATIONS FEATURES.

ADAPTABLE
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FLOOR PLAN GENERAL NOTES

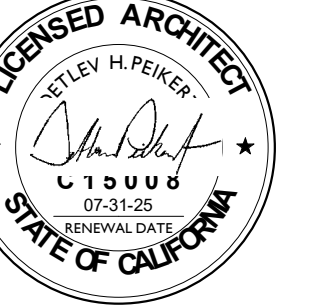
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- PARALLEL ARM CLOSERS ON THE CORRIDOR SIDE AT ALL UNIT ENTRY DOORS.
- ALL WALL AND CEILING FINISHES SHALL COMPLY WITH 2022 CBC TABLE 803.13 FOR MAXIMUM FLAME SPREAD AND SMOKE DENSITY. ALL INTERIOR WALL AND CEILING FINISH MATERIALS IN ROOMS AND ENCLOSED SPACES IN FIRE-SPRINKLERED BUILDINGS SHALL HAVE A FLAME SPREAD INDEX OF AT LEAST CLASS C, PER 2022 CBC 803.1.1, TABLE 803.9.
- ALL FIXTURES, EQUIPMENT, PIPING, AND MATERIALS SHALL BE LISTED. DOCUMENTATION SHALL BE PROVIDED TO VERIFY THAT FINISH MATERIAL USED COMPLY WITH VOC LIMITS AS SET FORTH IN TABLES 4.504.1, 4.504.2, & 4.504.3. (4.504.2.4)

KEY PLAN



PLAN CHECK 3

NO.	REVISION	DATE
△	PLAN CHECK 2	12/01/23
②	PLAN CHECK 3	07/26/24
△		
△		
△		
△		
△		
PROJECT MANAGER		
DRAWN BY	CHECKED BY	
DATE		
07/26/24		
PROJECT NUMBER		
1853-07-RS22		
SHEET		
A2-103b		

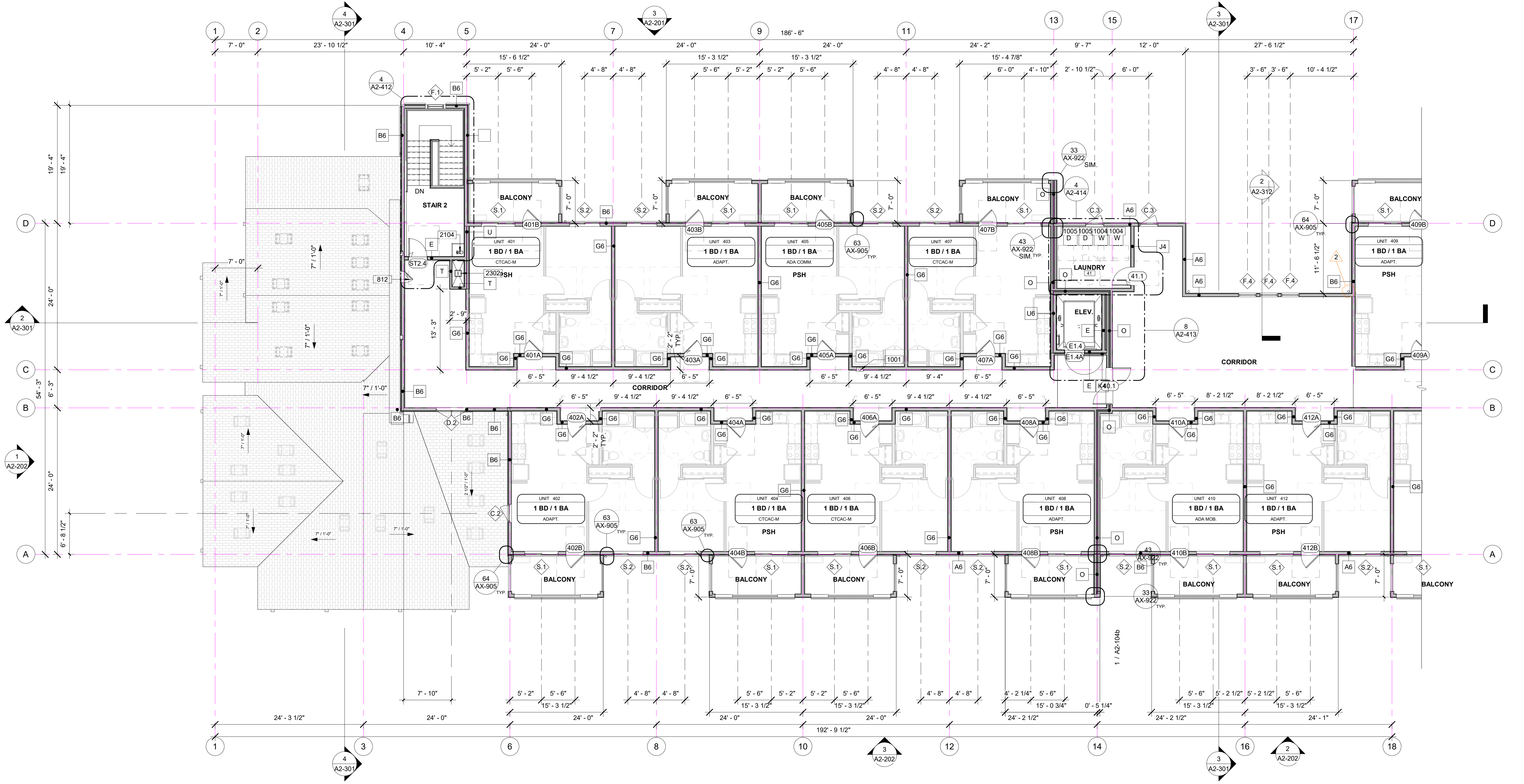


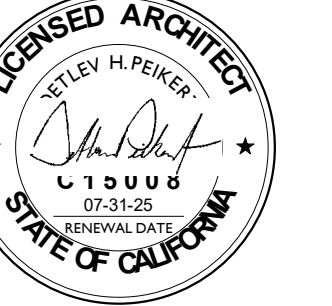
9421 Haven Avenue
Rancho Cucamonga, CA 91730
Tel: 949.394.7996 Fax: 909.483.6524
nationalcore.org

CONSULTANT

AGENCY

OAK VIEW RANCH - PHASE 2
24960 ADAMS AVE, MURRIETA CA 92562
FOURTH LEVEL FLOOR
PLAN-NORTH





9421 Haven Avenue
Rancho Cucamonga, CA 91730
Tel: 949.394.7996 Fax: 909.483.6524
nationalcore.org

CONSULTANT

AGENCY

OAK VIEW RANCH - PHASE 2

24960 ADAMS AVE, MURRIETA CA 92562

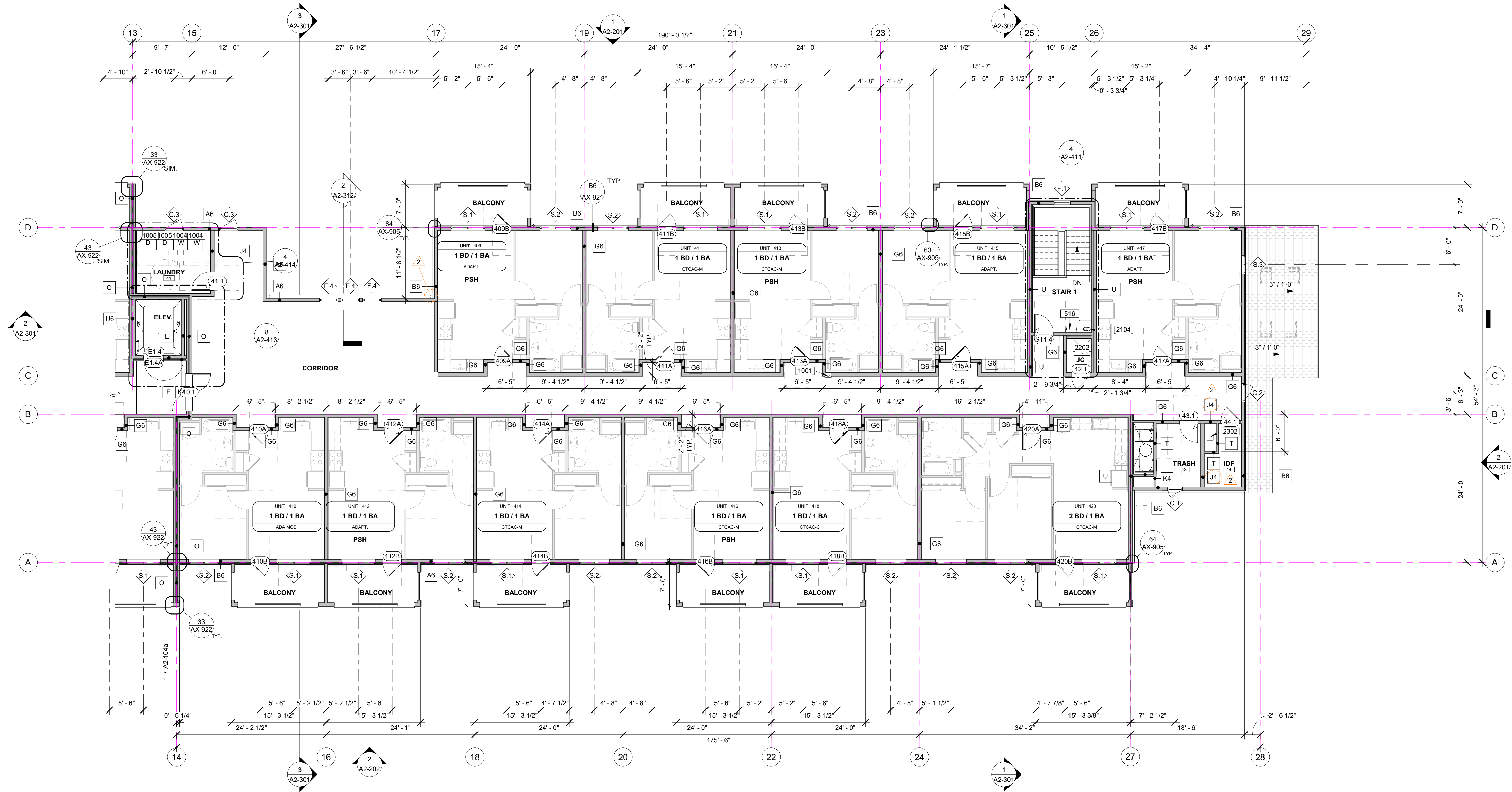
FOURTH LEVEL FLOOR
PLAN-SOUTH

NO.	REVISION	DATE
1	PLAN CHECK 2	12/01/23
2	PLAN CHECK 3	07/26/24

PROJECT MANAGER
DRAWN BY
CHECKED BY
DATE
07/26/24
PROJECT NUMBER
1853-07-RS22
SHEET

A2-104b

PLAN CHECK 3



1 04-FOURTH FLOOR - SOUTH

A2-001 A2-104b SCALE: 1/8" = 1'-0"

KEYNOTES

- 516 FIXED STEEL LADDER
- 1001 FIRE EXTINGUISHER. SEE DETAIL 11/AX-922.
- 1004 WASHING MACHINE
- 1005 DRYER
- 2104 STAND PIPE
- 2202 MOP BASIN WITH MOP SINK FAUCET
- 2302 MECHANICAL SHAFT. SEE MECH.

UNIT LEGEND

- UNIT TAG
UNIT NUMBER
UNIT TYPE
SHEET NUMBER ENLARGED UNIT PLAN
- 11B MOBILITY UNIT
THIS IS A MOBILITY ENHANCED UNIT THAT COMPLIES WITH THE ACCESSIBILITY PROVISIONS OF 2022 CBC 11B. REQUIRES 5% MOBILITY UNITS. THESE UNITS, AS SHOWN, ARE ON AN ACCESSIBLE PATH OF TRAVEL.
- CTCAC MOBILITY UNIT
THIS IS AN ACCESSIBLE UNIT REGULATED BY CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (CTCAC). CTCAC, REQUIRES 15% MOBILITY UNITS. THESE UNITS, AS SHOWN, ARE ON AN ACCESSIBLE PATH OF TRAVEL.
- COMMUNICATION FEATURES
THIS DWELLING UNIT PROVIDES VISUAL ALARMS AND NOTIFICATIONS FOR THE VISUALLY AND HEARING IMPAIRED, AS REQUIRED. (2022 CBC 11B-809.5 & 807.5.2.3). CTCAC, REQUIRES 10% WITH COMMUNICATIONS FEATURES. 2022 CBC 11B REQUIRES 2% WITH COMMUNICATIONS FEATURES.
- ADAPTABLE
ALL UNITS THAT ARE NOT FULLY ACCESSIBLE ARE VISITABLE AND ADAPTABLE. THIS IS A DWELLING UNIT THAT COMPLIES WITH THE ACCESSIBILITY PROVISIONS OF CBC 11B. THIS UNIT COULD BE EASILY RETROFITTED TO COMPLY WITH ACCESSIBILITY REQUIREMENTS AT BATHROOMS AND KITCHENS PER 2022 CBC CHAPTER 11B (SECTIONS 11B-809.7 THROUGH 11B-809.12).

FLOOR PLAN GENERAL NOTES

- REFER TO GENERAL NOTES SHEET G-101 FOR ADDITIONAL REQUIREMENTS.
- REFER TO SHEET AX-921 FOR WALL TYPES
- REFER TO STRUCTURAL PLANS FOR FURTHER INFORMATION.
- REFER TO ELECTRICAL PLANS FOR FURTHER INFORMATION IF PROVIDED.
- REFER TO MECHANICAL PLANS, DRAWINGS OR REPORTS FOR FURTHER INFORMATION.
- REFER TO PLUMBING PLANS OR DRAWINGS FOR FURTHER INFORMATION IF PROVIDED.
- ALL FURNITURE AND EQUIPMENT IS BY OWNER AND IS SHOWN FOR COORDINATION PURPOSES ONLY.
- DIMENSIONS ARE TO FACE OF FRAMING UNLESS SPECIFICALLY NOTED OTHERWISE.
- PROVIDE ADEQUATE BLOCKING IN WALLS FOR CABINETS AND OTHER WALL MOUNTED ACCESSORIES INCLUDING BUT NOT LIMITED TO HANDRAILS, SHELVING AND BATHROOM FIXTURES.
- PROVIDE FIREBLOCKING FOR WALL CAVITIES THAT EXCEED 2022 CBC HEIGHT LIMITATIONS
- DOOR AND WINDOW DIMENSIONS ARE CENTERED AT OPENINGS
- WHERE DOOR IS LOCATED WITHOUT DIMENSION AT THE CORNER OF A ROOM IT SHALL BE 4" FROM FACE OF FRAMING OF ADJACENT WALL TO ROUGH DOOR OPENING
- SEE CODE ANALYSIS FOR LOCATIONS OF FIRE PARTITIONS AND FIRE BARRIERS
- WHERE RECESSED FIXTURES OCCUR IN WALLS OR HORIZONTAL ASSEMBLIES, THE FIRE RATING OF THOSE ASSEMBLIES SHALL BE MAINTAINED
- AT ALL PENETRATIONS AND INTERSECTIONS OF FIRE-RATED PARTITIONS, PROVIDE FIRE SEALANT AND/OR FIRE STOPPING TO MAINTAIN CONTINUITY OF PARTITION RATING
- PARALLEL ARM CLOSERS ON THE CORRIDOR SIDE AT ALL UNIT ENTRY DOORS
- ALL WALL AND CEILING FINISHES SHALL COMPLY WITH 2022 CBC TABLE 803.13 FOR MAXIMUM FLAME SPREAD AND SMOKE DENSITY. ALL INTERIOR WALL AND CEILING FINISH MATERIALS IN ROOMS AND ENCLOSED SPACES IN FIRE-SPRINKLERED BUILDINGS SHALL HAVE A FLAME SPREAD INDEX OF AT LEAST CLASS C, PER 2022 CBC 803.1.1, TABLE 803.9
- ALL FIXTURES, EQUIPMENT, PIPING, AND MATERIALS SHALL BE LISTED. DOCUMENTATION SHALL BE PROVIDED TO VERIFY THAT FINISH MATERIAL USED COMPLY WITH VOC LIMITS AS SET FORTH IN TABLES 4.504.1, 4.504.2, & 4.504.3. (4.504.2.4)

KEY PLAN

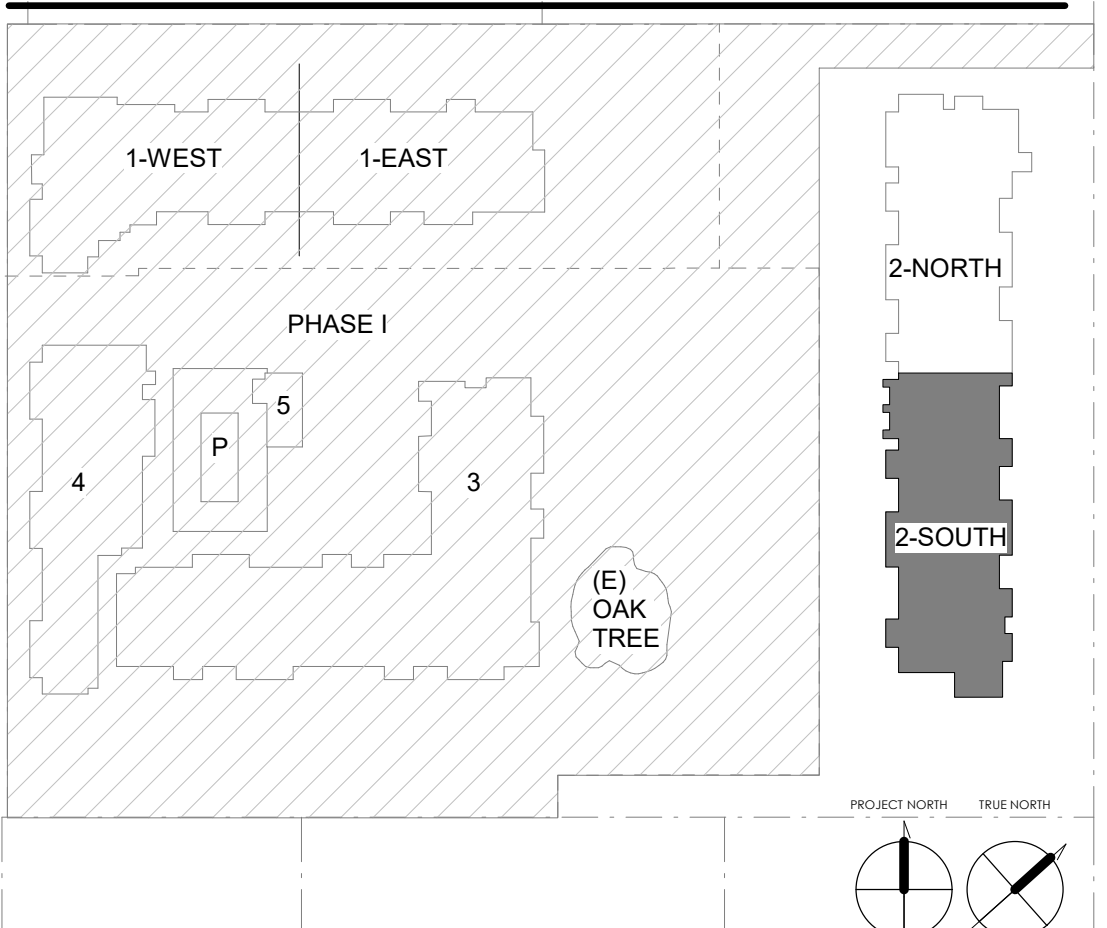


Exhibit C of AHAP

Description of Housing

EXHIBIT C

Project Name: **Oak View Ranch Senior Apartments**

Address: **24960 Adams Avenue, Murrieta CA 92562**

APN: **906-080-073**

Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 40

Total Number Units in the Project: 81

Description and Quantity in Project:

Unit Mix Summary

1 -bedroom units 72 (35 PBV Units)

2-bedroom units 8 (5 PBV Units)

Manager's unit 1 (2-bedroom unit)

Project Based Section 8 Voucher: *Accessible with mobility feature **Accessible with communication feature

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
One Bedroom/ One Bathroom	30%	35	2105*, 2106, 2109*, 2110**, 2113, 2114*, 2117, 2118, 2202**, 2203, 2207*, 2208*, 2211*, 2212, 2215, 2216*, 2220*, 2302*, 2305*, 2306, 2309*, 2310*, 2313*, 2314, 2317**, 2318, 2401*, 2404*, 2405**, 2408, 2409, 2412, 2413*, 2416*, 2417
Two Bedroom/ Two Bathroom	30%	5	2119*, 2120**, 2219*, 2224, 2320*
	Total	40 Units	

Initial Rent to Owner for Contract Units (net of HACR utility allowance):

- Contract rent for
 - 1br \$2,002 - \$65 (Utility Allowance) = \$1,937 Contract Rent
 - 2br \$2,321 - \$95 (Utility Allowance) = \$2,226 Contract Rent

Exhibit D of AHAP

HUD 52530B Part 1 of HAP Contract
HUD 52530B Part 2 of HAP Contract

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.202. The information sets forth the PHA and owner's agreement to provide housing under the project-based component of the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

_____ (PHA) and

_____ (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

**HUD 52530A Page - 1 of Part 1
(04/2023)**

- EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.
- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).

☐ **Single-Stage Project**

This is a single-stage project. For all contract units, the effective date of the HAP contract is:

_____.

☐ **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 9).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.207(c)).

e. Term of the HAP contract

1. Beginning of term

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is:

_____.

- b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the

owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.

- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA for placement on the PBV waiting list.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

- 1. Except as provided in paragraphs g.2 through g.5 below, the PHA will not make housing assistance payments under the HAP contract for more than

the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph g.1, the PHA shall give preference to the applicable families as listed in g.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in g.6 and g.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:
 - ___ Public Housing or Operating Funds;
 - ___ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
 - ___ Housing for the Elderly (Section 202 or the Housing Act of 1959);
 - ___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
 - ___ Rent Supplement Program;
 - ___ Rental Assistance Program;

___ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, then skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

___ Section 236;

___ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);

___ Housing for the Elderly (Section 202 or the Housing Act of 1959);

___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

___ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, then skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

- a Place a check mark here ___ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

_____.

- b. Place a check mark here ____ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- _____.
- c. Place a check mark here ____ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible youth receiving FUP/FYI assistance:
- _____.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

FORM APPROVED COUNTY COUNSEL
BY: AMRIT P. DHILLON DATE: 4/21/2025

PUBLIC HOUSING AGENCY (PHA)
Name of PHA (Print) Housing Authority of the County of Riverside
By:
Signature of authorized representative
Name and official title (Print)
Heidi Marshall, Executive Director
Date
OWNER
Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED
AND ACCEPTED IN STAGES**

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

STAGE NO. 1: The Contract is hereby executed for the contract units in this stage.
STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 2: The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:

Date

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

OWNER

Name of Owner (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

STAGE NO. 3: The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:

Date

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

OWNER

Name of Owner (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

STAGE NO. __: The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:

Date

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

OWNER

Name of Owner (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

Borrower/Owner:

NCRC Murrieta Senior Housing LP,

a California limited partnership

By: NCRC Murrieta Senior MGP LLC,

a California limited liability company

Its General Partner

By: National Community Renaissance of California

a California nonprofit public benefit corporation

Its Manager

By: _____

Name: Michael Finn

Title: Chief Financial Officer

Exhibit A of HAP

EXHIBIT A

Project Name: **Oak View Ranch Senior Apartments**

Address: **24960 Adams Avenue, Murrieta CA 92562**

APN: **906-080-073**

Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 40

Total Number Units in the Project: 81

Description and Quantity in Project:

Unit Mix Summary

1 -bedroom units 72 (35 PBV Units)

2-bedroom units 8 (5 PBV Units)

Manager's unit 1 (2-bedroom unit)

Project Based Section 8 Voucher: *Accessible with mobility feature **Accessible with communication feature

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
One Bedroom/ One Bathroom	30%	35	2105*, 2106, 2109*, 2110**, 2113, 2114*, 2117, 2118, 2202**, 2203, 2207*, 2208*, 2211*, 2212, 2215, 2216*, 2220*, 2302*, 2305*, 2306, 2309*, 2310*, 2313*, 2314, 2317**, 2318, 2401*, 2404*, 2405**, 2408, 2409, 2412, 2413*, 2416*, 2417
Two Bedroom/ Two Bathroom	30%	5	2119*, 2120**, 2219*, 2224, 2320*
	Total	40 Units	

Initial Rent to Owner for Contract Units (net of HACR utility allowance):

- Contract rent for
 - 1br \$2,002 - \$65 (Utility Allowance) = \$1,937 Contract Rent
 - 2br \$2,321 - \$95 (Utility Allowance) = \$2,226 Contract Rent

Exhibit B of HAP

HAP EXHIBIT B

Services, Maintenance, and Equipment to be Provided by the Owner Without Charges in Addition to Rent to Owner:

Building

- Maintenance of building exterior, interior, and site areas
- Common area recreational space, interior and exterior
- On-site surface parking

Laundry

- Common laundry machines – machines purchased and maintained by Owner; Residents pay per use

Kitchen Appliances

- Stove/Oven
- Garbage Disposal
- Refrigerator

Exhibit C of HAP

HAP EXHIBIT C

Utilities

- Water/Sewer
- Electricity (heating/cooling, cooking, hot water, other electricity)
- Trash
- Telephone/Cable/Internet

Utilities paid by Owner:

- Water/Sewer, Trash

Utilities paid by Residents:

- Electricity, telephone/cable/internet

Exhibit D of HAP

HAP EXHIBIT D

Features Provided to Comply with Program Accessibility Features of Section 504 of the Rehabilitation Act of 1973

At Section 504 Accessible Units

Building #2 Units: 2105, 2109, 2114, 2207, 2208, 2211, 2216, 2220, 2302, 2305, 2309, 2310, 2313, 2401, 2404, 2413, 2416, 2119, 2219, 2320

- Accessible path to unit entrance
- Accessible path within the unit to all rooms
- Kitchens - countertops at 34" height
- Kitchens - upper cabinets at 46" max to lower shelf
- Kitchens – 30" long accessible work counter space
- Kitchens - Adaptable cabinets (removable base and doors)
- Kitchens - sink depth 6" or less
- Bathrooms - appropriate toilet clearances, grab bars; vanity height and faucet clearances; grab bars as required
- Bathrooms – appropriate tub/shower clearances

At Units for Visually or Hearing Impaired

Building #2: 2110, 2202, 2317, 2405, 2120

- Visual/flashing doorbell
- Additional audible/visual fire alarms

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or
- (f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date

and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United

States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is “owned by a PHA” if the unit is in a project that is:

- (a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);
- (b) Owned by an entity wholly controlled by the PHA; or
- (c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☐ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
 2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
 3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
 4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
 5. To receive housing assistance payments in accordance with the
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HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with

HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing

regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

- 1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS
REQUIRED BY HUD OR PHA**

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the

owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

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

b. Disclosure

The owner certifies that:

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

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - iii. The creation of a security interest in the HAP contract or the property;
 - iv. Foreclosure or other execution on a security interest; or
 - v. A creditor’s lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA

pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

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

c. Effect of consent to transfer

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

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
 - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

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

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

25. NOTICES AND OWNER CERTIFICATIONS

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

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT

EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART II

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2.1 Equal Employment Opportunity

- A. The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided

by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor of will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order

as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
- C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.
- D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Reserved

2.3 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.3 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.3. (Note: Sections 2.3(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the

Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at: <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his

or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and

individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.3(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.3(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor

standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2.4 Reserved

2.5 Reserved

2.6 Reserved

2.7 Wage and Claims Adjustments

The owner shall be responsible for the correction of all violations under section 2.3, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.3. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.3.

2.8 Reserved

2.9 Evidence of Unit(s) Completion; Escrow

- A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.3 and 2.7 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.
- B. The escrows required under this section and section 2.7 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.10 Flood Insurance

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if

the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

Tenancy Addendum

Section 8 Project-based Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

Instructions for use of Tenancy Addendum

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 project-based assistance under the Section 8 Project-based Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the Section 8 Project-based Voucher program.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins).

See section by section instructions.

Part B: Tenancy addendum.

How to fill in Part A

Section by Section Instructions.

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Contract Unit**

Enter address of unit, including apartment number, if any.

Section 4. **Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

(The initial lease term must be for at least one year. 24 CFR § 983.256(f).)

Section 6. **Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. **Initial Tenant Rent.**

Enter the initial monthly amount of tenant rent.

Section 8. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 9. **Utilities and Appliances**

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

**Tenancy Addendum
Section 8 Project-based
Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. Contents of Tenancy Addendum

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

7. Initial Tenant Rent

The initial tenant rent is: \$ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. Initial Housing Assistance Payment

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type				Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

Signatures:**Owner****Tenant**

Print or Type Name of Owner

Print or Type Name of Family Representative

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name of Family Representative

Date

Signature

Date

Tenancy Addendum
Section 8 Project-based
Voucher Program
(To be attached to Tenant Lease)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part B: Tenancy Addendum

1. Section 8 Project-based Voucher (PBV) Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the

PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the

reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

- d. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family Damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

- d. **Housing Services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c);
- (4) Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
- (5) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

- (c) Any violent criminal activity on or near the premises; or

- (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Lease Expiration

Upon lease expiration, an owner may renew the lease or refuse to renew the lease for good cause. In addition, the owner may refuse to renew the lease without good cause, in which case the PHA will provide the family with a tenant-based voucher, and the unit will be removed from the PBV HAP contract.

f. **Protections for Victims of Abuse**

- (1) Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a PHA, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the PHA to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the PHA to terminate assistance, to any tenant if the owner, manager, or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if

the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

g. **Eviction by Court Action.** The owner may only evict the tenant by a court action.

h. **Owner Notice of Grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. **PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. **Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

11. **Family Right to Move**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. **Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit not counted against the 25 percent per-project cap on PBV assistance.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

OFFICE OF MULTIFAMILY HOUSING PROGRAMS

PROJECT-BASED SECTION 8 CONTRACT
ADMINISTRATION

CONSENT TO ASSIGNMENT OF
AHAP AND HAP CONTRACT
AS SECURITY FOR FINANCING (PBV)

This form is used when the Owner of a project wishes to grant a security interest in a Housing Assistance Payments Contract to a lender as security for a loan made by the lender to the Owner with respect to the project. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

I. IDENTIFICATION OF ACC AND HAP CONTRACT

Annual Contributions Contract Number: _____

Section 8 HAP Contract Number: _____

Section 8 HAP Contract Number: _____

Project Name: Oak View Ranch Senior Apartments

Project Location: 24960 Adams Avenue

Murrieta, California 92562

Assessor's Parcel Number

906-080-073

II. NAMES

Contract Administrator (PHA): Housing Authority of the County of Riverside

Contract Administrator (PHA) address:

Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504-2506

Owner: NCRC Murrieta Senior Housing LP

Owner address:

c/o National CORE
9422 Haven Avenue
Rancho Cucamonga, California 91730

Lender: California Municipal Finance Authority

Lender address:

c/o Bank of America, N.A.
4500 Amon Carter Blvd., 2nd Floor
Fort Worth, TX 76155
TX2-979-02-22
Attn: Construction Servicing (Real Estate) Loan
Administration Manager

III. DEFINITIONS

ACC. Annual Contributions Contract.

AHAP CONTRACT. The Agreement To Enter Into Housing Assistance Payments Contract (the "AHAP") for the project pursuant to which PHA agrees to enter into a HAP Contract pursuant to the terms and conditions set forth therein.

ASSIGNMENT AS SECURITY. The creation of a security interest in the owner's interest pursuant to the AHAP Contract and HAP Contract, and a transfer of such security interest to an assignee secured party.

CONTRACT ADMINISTRATOR. HUD or a PHA acting as contract administrator under an ACC with HUD.

FULL ASSIGNMENT. An assignment of the AHAP Contract or the HAP Contract other than an assignment as security. "Full Assignment" includes a sale, conveyance or other transfer of the AHAP Contract or the HAP Contract, voluntary or involuntary, to a successor in interest.

HAP CONTRACT. The Housing Assistance Payments Contract for units in the project. The HAP Contract shall be entered between the owner and the contract administrator pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) and the terms and conditions set forth in the AHAP Contract.

PHA. Public Housing Agency.

PROJECT. The project identified in section I of the consent to assignment.

SECURED PARTY. A party that holds a security interest in the owner's interest pursuant to the AHAP Contract or the HAP Contract, including the lender, and successors of the lender's security interest.

SUCCESSOR. The term "successor" includes an assignee.

IV. BACKGROUND

Pursuant to the terms of the AHAP Contract, neither the AHAP nor the HAP Contract (including any interest in the HAP Contract or any payments under the HAP Contract) may be assigned without the prior written consent of the contract administrator.

The owner has advised the contract administrator that the owner wants to grant the lender a security interest in the AHAP Contract and the HAP Contract, as security for a loan by the lender to the owner with respect to the project.

V. CONSENT TO ASSIGNMENT AS SECURITY

By execution of this consent to assignment as security, the contract administrator consents to the assignment as security of the AHAP Contract and the HAP Contract, once executed, by the owner to the lender as security for a loan by the lender to the owner with respect to the project.

The contract administrator consents to transfer of the lender's security interest to successor secured parties.

VI. EFFECT OF CONSENT TO ASSIGNMENT

The contract administrator is not a party to the loan or the loan documents, nor to any assignment of the AHAP Contract or the HAP Contract by the owner to the lender as security for the loan, nor to any transfer of the AHAP Contract or the HAP Contract or the loan by the lender. Issuance of the consent to assignment does not signify that HUD or the contract administrator has reviewed, approved or agreed to the terms of any financing or refinancing; to any term of the loan documents; or to the terms of any assignment of the AHAP Contract or the HAP Contract by the owner to the lender as security for the loan, or by the lender to any transferee of the loan.

The consent to assignment of the AHAP Contract and the HAP Contract as security for the loan does not change the terms of the AHAP Contract or the HAP Contract in any way, and does not change the rights or obligations of HUD, the contract administrator or the owner under the AHAP Contract and the HAP Contract.

The creation or transfer of any security interest in the HAP Contract is limited to amounts payable under the HAP Contract in accordance with the terms of the HAP Contract.

VII. EXERCISE OF SECURITY INTEREST – ASSIGNEE ASSUMPTION OF HAP CONTRACT OBLIGATIONS

Notwithstanding the contract administrator's grant of consent to assignment by the owner of a security interest in the AHAP Contract and the HAP Contract to the lender as security for the loan, and to further transfer of such security interest to successor secured parties, the contract administrator's execution of this consent does not constitute consent to a full assignment of the AHAP contract and the HAP Contract to any entity, including the lender or any successor secured party.

A secured party may not exercise any rights or remedies against the contract administrator or HUD under the AHAP Contract or the HAP Contract, and shall not have any right to receive housing assistance payments that may be payable to the owner under the HAP Contract, until and unless:

- The contract administrator has approved the secured party as successor to the owner pursuant to the AHAP contract, and
- The secured party seeking to exercise such rights or remedies, or to receive such payments, has executed and delivered, in a form acceptable to the contract administrator in accordance with HUD requirements, an agreement by the assignee to comply with all the terms of the AHAP Contract and the HAP Contract, and to assume all obligations of the owner under the AHAP Contract and the HAP Contract.

VIII. PAYMENT TO SECURED PARTY

When a secured party notifies the contract administrator, in writing, that housing assistance payments payable pursuant to the HAP Contract should be directed to the secured party (in accordance with paragraph VII above), the contract administrator may make such payments to the secured party instead of the owner. In making such payments, the contract administrator is not required to consider or make any inquiry as to the existence of a default under the loan documents, but may rely on notice by the secured party; and any payments by the contract administrator to the secured party shall be credited against amounts payable by the contract administrator to the owner pursuant to the HAP Contract.

IX. WHEN ASSIGNMENT IS PROHIBITED

The consent to assignment as security shall be void ab initio if HUD determines that any assignee, or any principal or interested party of the assignee, is debarred, suspended or subject to a limited denial of participation under 24 CFR part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

CONTRACT ADMINISTRATOR (PHA)

Name of Contract Administrator (Print)

Housing Authority of the County of Riverside

By: _____

Signature of authorized representative

Heidi Marshall, Executive Director

Name and official title (Print)

Date _____

OWNER AGREEMENT TO ASSIGNMENT AS SECURITY

The owner has read the terms of the contract administrator's 's consent to assignment by the owner of a security interest in the AHAP Contract and the HAP Contract to the lender as security for the loan, and to further transfer of such security interest to successor secured parties. In consideration for the contract administrator's grant of such consent to assignment, the owner agrees to all the terms of the consent to assignment, and agrees that any assignment by the owner is subject to all such terms.

OWNER

NCRC Murrieta Senior Housing LP, a California limited partnership

By: **NCRC Murrieta Senior MGP LLC**, a California limited liability company, its general partner

By: **National Community Renaissance of California**, a California nonprofit public benefit corporation, its manager

By: _____
Name: Michael Finn
Title: Chief Financial Officer

Date: _____