

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
CALIFORNIA RECYCLE UNDERUTILIZED SITES REMEDIATION PROGRAM
Meeting Date: October 17, 2018**

**REQUEST TO AMEND THE REGULATORY AGREEMENT UNDER THE
CALIFORNIA RECYCLE UNDERUTILIZED SITES (CALReUSE) REMEDIATION
PROGRAM TO ADD MIRAFLORES COMMUNITY DEVCO, LLC TO THE
REGULATORY AGREEMENT AND TO CONSENT TO THE TRANSFER OF PARCELS
FROM THE CITY OF RICHMOND AS SUCCESSOR AGENCY TO THE RICHMOND
COMMUNITY REDEVELOPMENT AGENCY, TO MIRAFLORES COMMUNITY
DEVCO, LLC**

Prepared by: *Ethan Wieser, Analyst*

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|--------------------------|--|-----------------------------|---|
| Applicant: | City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency | Type of Funding: | Grant |
| Project Name: | Miraflores | Amount Awarded: | \$2,604,490 |
| Project Location: | Richmond, California (Contra Costa County) | Amount Disbursed: | \$2,604,490 |
| | | Resolution No.: | 18-03-004 |
| | | Prior Board Actions: | Application No. 12 Approved 11/19/08 Amended 08/16/16 01/17/17 |

Summary. The City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency, a public entity created and organized pursuant to Health and Safety Code section 34173 (“Successor Agency” or “Grantee”) requests Board consent to amend the Regulatory Agreement to add Miraflores Community Devco, LLC (“Developer”) to the Regulatory Agreement, and to consent to the transfer of parcels from the Grantee to the Developer for the construction of a 190 unit for-sale housing project, 30 units of which are to be designated as affordable.

Project Background. On November 19, 2008, the Board approved a grant in the amount of \$2,604,490 to the Richmond Community Redevelopment Agency to fund remediation at a brownfield site to develop the Miraflores Project (“Project”). On October 18, 2010 CPCFA entered into an Infill Grant Agreement (Attachment A) and a Regulatory Agreement (Attachment B) with the Grantee for development of the Project.

The approximately 14-acre site was comprised of three former flower nurseries which were in operation from the early 1920’s to 2006. The site was contaminated by hazardous substances in the soil and groundwater. The Grantee successfully completed all remediation tasks and the Department of Toxic Substances Control (“DTSC”) certified the site on June 29, 2015.

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The original approved Project was a combination of two distinct development projects, an 80 unit senior affordable rental housing project and a 200 unit mixed-income for-sale housing project consisting of 170 market rate and 30 affordable housing units (together the “Infill Development Project”).

In January 2012, the Infill Grant Agreement and the Regulatory Agreement were amended to name the City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency as the original Grantee. This amendment was necessary to account for the Successor Agency taking over the enforceable obligations of the Richmond Community Redevelopment Agency due to the dissolution of the California Redevelopment Agencies.

In August 2016, the Board approved the Grantee’s request for an extension of the Infill Grant Agreement to July 31, 2021, and an amendment to the Infill Grant Agreement extending the date to record an existing executed Regulatory Agreement on the Project to December 31, 2016. Additionally, the mixed-income for-sale housing project was reduced from 200 to 190 housing units. (Attachments A1). On February 6, 2017 CPCFA recorded both the Regulatory Agreement dated October 18, 2010 (Attachment B), and the First Amendment to the Regulatory Agreement, effective December 21, 2016 (Attachment B1).

In January 2017, the Board approved Grantee’s request to transfer a portion of the property to Miraflores Senior LP for the development of the 80 unit senior affordable rental housing project (Attachment A2). On February 16, 2017 CPCFA recorded the Second Amendment to the Regulatory Agreement, effective February 8, 2017. The Second Amendment removed the 80 unit senior rental housing project from the Regulatory Agreement, as the Grantee submitted and CPCFA accepted an Independent Regulatory Agreement between the Successor Agency, Miraflores Senior LP and the Department of Housing and Community Development restricting the affordability of the 80 unit senior affordable rental housing portion of the Project (Attachment B2). The senior affordable housing project was completed and fully occupied in August of 2018.

Current Request.

The Grantee is requesting a third amendment to the Regulatory Agreement for consent to transfer the remaining parcels of the Project to Miraflores Community Devco, LLC for the development of the 190 unit mixed-income for-sale housing portion of the project.

All obligations, responsibilities, rights, privileges and remedies under the Infill Grant Agreement are to remain with the City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency. The Successor Agency shall not transfer or assign to any other party, the obligations under the Infill Grant Agreement, except for the construction of the 190 unit mixed-income for-sale housing project as defined in the Disposition and Development Agreement between the Successor Agency and Miraflores Community Devco, LLC. The Successor Agency bears full financial responsibility to the Authority in the event of a default.

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Upon approval of this request by the Board, a third amendment to the Regulatory Agreement will be entered into by the Authority, Successor Agency, and the Miraflores Community Devco, LLC. The third amendment will add the Developer as a party to the Regulatory Agreement and consent to the transfer of parcels from the Successor Agency to the Developer.

Staff Recommendation. Staff recommends approval of the attached Resolution to amend the Regulatory Agreement to add Miraflores Community Devco, LLC to the Regulatory Agreement, and to the consent to transfer the parcels from the Grantee to the Developer for the construction of the 190 unit for-sale housing project, 30 of which are to be designated as affordable.

Attachments.

Attachment A – Infill Grant Agreement dated October 18, 2010.

Attachment A1- CPCFA Resolution dated August 16, 2016.

Attachment A2- CPCFA Resolution dated January 17, 2017.

Attachment B –Regulatory Agreement dated October 18, 2010.

Attachment B1 – First Amendment to Regulatory Agreement effective December 21, 2016.

Attachment B2 – Second Amendment to Regulatory Agreement effective February 8, 2017.

REQUEST TO AMEND THE REGULATORY AGREEMENT UNDER THE CALIFORNIA RECYCLE UNDERUTILIZED SITES (CALReUSE) REMEDIATION PROGRAM TO ADD MIRAFLORES COMMUNITY DEVCO, LLC TO THE REGULATORY AGREEMENT AND TO CONSENT TO THE TRANSFER OF PARCELS FROM THE CITY OF RICHMOND AS SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY, TO MIRAFLORES COMMUNITY DEVCO, LLC

October 17, 2018

WHEREAS, the California Pollution Control Financing Authority (the “Authority”), a public instrumentality of the State of California, is authorized by the Regulations adopted to implement and make specific the statutory provisions of the California Recycle Underutilized Sites (CALReUSE) Remediation Program; and

WHEREAS, the statutory provisions of the CALReUSE Remediation Program authorize grant and loan funding for the purpose of brownfield cleanup that promotes infill residential and mixed-use development, consistent with regional and local land use plans; and

WHEREAS, the California Pollution Control Financing Authority, a public instrumentality of the State of California, on November 19, 2008 approved a grant to the Richmond Community Redevelopment Agency in the amount of \$2,604,490, as reflected in that resolution (the “Resolution”); and

WHEREAS, due to the dissolution of the redevelopment agency, the Authority amended the Infill Grant Agreement on January 27, 2012 to add the City of Richmond as the Successor to the Richmond Community Redevelopment Agency (“Grantee” or “Successor Agency”), which has the authority and responsibility to complete the Brownfield Infill Project and Infill Development Project as described in the Infill Grant Agreement dated October 18, 2010 and the amendment to the Infill Grant Agreement dated August 16, 2016 (“Agreement”); and

WHEREAS, the Authority is a party to that certain Regulatory Agreement, dated October 18, 2010, by and between the Richmond Community Redevelopment Agency, and the Authority, recorded as Document No. 2017-0023167-00 on February 6, 2017 (the “Original Regulatory Agreement”), as amended by that certain First Amendment to Regulatory Agreement, by and between the Successor Agency and CPCFA, effective December 21, 2016, and recorded as Document No. 2017-0023168-00 on February 6, 2017 (the “First Amendment”), and that certain Second Amendment to Regulatory Agreement, by and between the Successor Agency and the Authority, effective February 8, 2017, and recorded as Document No. 2017-0029939-00 on February 16, 2017 (the “Second Amendment”, and together with the Original Regulatory Agreement and the First Amendment, the “Regulatory Agreement”) with respect to the parcels described on Exhibit A of the Second Amendment to Regulatory Agreement (the “Property”);

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WHEREAS, under the Regulatory Agreement and the Infill Grant Agreement, the Authority has reserved certain approval rights relating to the Property and transfers of the Successor Agency's interests in the Property;

WHEREAS, the Successor Agency desires to transfer the Property to Miraflores Community Devco, LLC, a California limited liability company (the "Developer");

WHEREAS, all obligations, responsibilities, rights, privileges and remedies under the Infill Grant Agreement are reserved to the Successor Agency and not transferred or assigned to any other party, except for the construction of the Development by the Developer as defined in the Disposition and Development Agreement between Grantee and Miraflores Community Devco, LLC (Exhibit 1 of the Third Amendment of the Regulatory Agreement). The Successor Agency bears full financial responsibility to the Authority in the event of any default under the terms of the Infill Grant Agreement;

WHEREAS, the Developer desires to develop the Property for sale of dwelling units. As part of the development of the Property, the Developer will begin grading the Property and will enter into independent agreements for development of the Property;

WHEREAS, the consent of the Authority is now sought;

NOW THEREFORE BE IT RESOLVED by the Authority, as follows:

1. The Authority hereby consents to amend the Regulatory Agreement ("Exhibit A") to add the Developer as a party to the Regulatory Agreement, and to the transfer of the Property from Successor Agency to the Developer as required by Section 9(a)(1) of the Original Regulatory Agreement and Section 6.2 of the Infill Grant Agreement, for the purposes of development of the Project in accordance with the Infill Grant Agreement, and the Regulatory Agreement;
2. As required by Section 9(a) of the Original Regulatory Agreement, the Authority hereby consents to development of the Property by the Developer, including grading the Property, and obtaining financing, and entering into contracts and agreements in furtherance of development of the Property.

EXHIBIT A

**FREE RECORDING IN
ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTION
27383**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

California Pollution Control Financing
Authority
CALReUSE Remediation Program
915 Capitol Mall, Rm. 457
Sacramento, CA 95814

**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
CALIFORNIA RECYCLE UNDERUTILIZED SITES (CALREUSE)
REMEDIATION PROGRAM**

THIRD AMENDMENT TO REGULATORY AGREEMENT

This Third Amendment to the Regulatory Agreement dated October 18, 2010 pursuant to Section 6 below, is made and entered into by and between **City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency**, a public entity created and organized pursuant to Health and Safety Code section 34173 (the "Successor Agency" or "Grantee"), **Miraflores Community Devco, LLC** (the "Developer"), and the **California Pollution Control Financing Authority**, a public agency of the State of California (the "Authority").

RECITALS:

- A. The former Richmond Community Redevelopment Agency (the "Former Redevelopment Agency") and the Authority entered into that certain Regulatory Agreement for the Infill Grant Agreement defined below in Recital H dated October 18, 2010. The Regulatory Agreement of which was executed but unrecorded against the subject parcels.
- B. Pursuant to AB 1X 26, enacted on June 28, 2011; AB 1484, enacted on June 27, 2012; and SB 107, enacted on September 22, 2015 (collectively, the "Dissolution Law"), all redevelopment agencies in California were dissolved as of February 1, 2012. As set forth in the Dissolution Law, all authority, rights, powers, duties and obligations previously vested with former redevelopment agencies under the Community Redevelopment Law, were vested in the successor agencies.

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- C. On January 24, 2012, the Richmond City Council adopted Resolution No. H-2 approving the City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency.
- D. On January 27, 2012, the Authority amended the Infill Grant Agreement and the Regulatory Agreement such that all occurrences of “Richmond Community Redevelopment Agency” were replaced with “the City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency”.
- E. Pursuant to the Dissolution Law, the Successor Agency is responsible for the affairs of the Former Redevelopment Agency, including without limitation the obligation to comply with the terms of the Regulatory Agreement and this Third Amendment to the Regulatory Agreement upon its effective date.
- F. The Authority is a party to the Regulatory Agreement, dated October 18, 2010, by and between the Richmond Community Redevelopment Agency, and the Authority, recorded as Document No. 2017-0023167-00 on February 6, 2017 (the “Original Regulatory Agreement”), as amended by that certain First Amendment to Regulatory Agreement, by and between the Successor Agency and the Authority, effective December 21, 2016, and recorded as Document No. 2017-0023168-00 on February 6, 2017 (the “First Amendment”), and that certain Second Amendment to Regulatory Agreement, by and between the Successor Agency and the Authority, effective February 8, 2017, and recorded as Document No. 2017-0029939-00 on February 16, 2017 (the “Second Amendment”, and together with the Original Regulatory Agreement and the First Amendment, the “Regulatory Agreement”) with respect to the parcels described on Exhibit A of the Second Amendment to Regulatory Agreement (the “Property”);
- G. The Regulatory Agreement and the Third Amendment to the Regulatory Agreement, shall remain in full force and effect until such time as it is superseded by an Independent Regulatory Agreement, as defined in Section 8102(u) of the CALReUSE Program Regulations, or Recorded Covenant, as defined in 8102(s), between the Grantee and a separate public agency that is in effect and binds the Grantee to at least the depth and term of affordability specified in the approved application (each, an “Independent Regulatory Agreement”). The Authority shall approve the Independent Regulatory Agreement or Recorded Covenant prior to conclusion of the term of the Regulatory Agreement upon notice of the filing of such document.

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- H. Grantee applied to the Authority for an Infill Grant Agreement for the cleanup of a brownfield and the development of a property located at 128 South 45th Street, 99 South 47th Street, 4606 Florida Avenue, 223 South 47th Street, 130 South 47th Street, 4733 Wall Avenue, 4737 Wall Avenue, 4809 Wall Avenue, and 4855 Wall Avenue, Richmond, California 94804 as more completely described in Exhibit A of the Infill Grant Agreement dated October 18, 2010 and amended on August 16, 2016. Grantee's proposed Brownfield Infill Project (the "Remediation Project") and Infill Development Project (the "Development Project"), consist of two distinct development projects, an 80 unit senior affordable rental housing project and a 190 unit mixed-income for-sale housing project. Thirty of the 190 for-sale units are to be designated as affordable. The Regulatory Agreement includes covenants on the entire Development Project.
- I. The Authority has agreed to provide the Grant under the California Recycle Underutilized Sites Remediation Program (the "Program") pursuant to section 53545 of the Health and Safety Code and the CALReUSE Program Regulations, California Code of Regulations, Division 11 (commencing with Section 8090) of Title 4 (the "Regulations"). The obligations imposed on the Grantee by the Program, the Regulations, the Infill Grant Agreement and the Authority's policies and procedures are collectively referred to herein as the "Program Requirements."
- J. Also as required by the Program and in addition to the Infill Grant Agreement, Grantee has executed or will execute such other documents and instruments as the Authority may reasonably require.
- K. The Infill Grant Agreement, the Regulatory Agreement, and such other documents and instruments as are reasonably required by the Authority are collectively referred to herein as the "Grant Documents."
- L. As further consideration for the Grant and in furtherance of the purposes of the Program, Grantee and the Authority entered into the Regulatory Agreement as amended. The purpose of the Regulatory Agreement as amended is to regulate and restrict the cleanup, construction, occupancy, rents, operation, ownership and management of the Development Project in compliance with Grantee's application and the Program Requirements.
- M. Upon approval by the Authority on October 17, 2018, the Grantee will transfer certain parcels which are part of the Development Project to Miraflores Community Devco, LLC.
- N. For the purpose of this Third Amendment to the Regulatory Agreement, "Grantee" shall refer solely to the City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency, and all obligations, responsibilities, rights, privileges and remedies under the Infill Grant Agreement are reserved to the Grantee and not transferred or assigned to any other party, except for the construction of the Development Project, and, Grantee bears full financial

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responsibility to the Authority in the event of a default; “Developer” shall refer solely to Miraflores Community Devco, LLC, and all obligations, responsibilities, rights, privileges and remedies in the Third Amendment to the Regulatory Agreement are derived from and are described in the Disposition and Development Agreement (“DDA”) as described in Exhibit A of this Agreement and as such, the Developer never assumes the responsibility of the Grantee in this Agreement, except such obligations related to the construction of the Development Project described in the DDA.

- O. Without affecting Grantee’s obligations regarding the Brownfield Project and Development Project as described under the Infill Grant Agreement, the Third Amendment to the Regulatory Agreement modifies the Regulatory Agreement by identifying the development entity and its responsibilities of the DDA and provides the Authority’s written consent for the Successor Agency’s transfer of the parcels to the Developer as required by Section 9(a)(1) of the Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are a part of this Third Amendment to the Regulatory Agreement.
2. The Property is currently owned in fee by the City of Richmond as the Successor Agency to the Richmond Redevelopment Agency. The Grantee intends to transfer the property to Miraflores Community Devco, LLC, and has an agreement with the Developer for construction and operation of the improvements located on the Property.
3. The Grantee agrees that at all times its actions regarding the Development Project and the use of funds provided under the Infill Grant Agreement shall be in conformity with all Program Requirements, including the requirements of the Regulatory Agreement and the other Grant Documents. The Grantee acknowledges that it is familiar with the Program Requirements and has access to professional advice to the extent necessary to enable the Grantee to fully comply with the Program Requirements.
4. The Developer agrees to construct the Development Project ~~development~~ as described in the DDA and incorporated herein as Exhibit 1.
5. Except with respect to a transfer of the property to the Developer for the purpose of constructing the Development Project, and transfers upon completion of the Development Project to owners of individual for-sale units and a homeowner’s association of common elements within the Development Project, Authority consent is required for any subsequent sale, transfer or conveyance of the Property or Development Project.

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6. The Third Amendment to the Regulatory Agreement shall commence on the date set forth above and remain in full force and effect and shall apply to the Development until the Authority receives an Independent Regulatory Agreement. The Authority shall approve the Independent Regulatory Agreement prior to conclusion of the term of the Regulatory Agreement upon notice of the filing of a Recorded Covenant, as defined in 8102(s) of the Regulations, unless earlier terminated by virtue of the Authority's approval of a recorded Independent Regulatory Agreement, between the Grantee and a separate public agency that is in effect and binds the Grantee to at least the depth and term of affordability specified in the second amendment to this Regulatory Agreement, or terminated earlier by the Authority or extended by the mutual consent of the parties.
7. The Third Amendment to the Regulatory Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the Grantor shall be deemed the original.
8. Except as specifically amended herein, all terms, conditions, and covenants set forth in the Regulatory Agreement shall remain in full force and effect.
9. The following exhibit is attached hereto and available online, and made a part of this Third Amendment to the Regulatory Agreement:

Exhibit 1: Disposition and Development Agreement between the Developer and the City of Richmond as Successor to the Richmond Community Redevelopment Agency

[Signatures of the Grantee and the Authority follow on page 5 of this Agreement. The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereby execute and enter into this Agreement as of the date first set forth above and agree to be bound hereby:

AUTHORITY:

**California Pollution Control Financing
Authority**

Mailing Address:

CALReUSE Remediation Program
915 Capitol Mall, Room 457
Sacramento, California 95814

Physical Address:

CALReUSE Remediation Program
801 Capitol Mall, Second Floor
Sacramento, California 95814

By: _____
Reneé Webster-Hawkins, Executive Director

GRANTEE:

**City of Richmond as Successor Agency to the
Richmond Community Redevelopment
Agency**

Mailing Address:

440 Civic Center Plaza
Richmond, California 94804

By: _____

Name: ~~Shasa Curl~~ Carlos Martinez

Title: ~~Acting~~ Executive Director, City of Richmond as Successor Agency

DEVELOPER:

Miraflores Community Devco, LLC

Mailing Address:

5700 Stoneridge Mall Rd. Suite 300
Pleasanton, CA 94588

By: _____

Name: Scott Hanks

Title: Managing Partner

Exhibit 1

The Disposition and Development Agreement between the Developer and the City of Richmond as Successor to the Richmond Community Redevelopment Agency can be found below:

<https://www.treasurer.ca.gov/cpcf/miraflores-devco-dda.pdf>

INFILL GRANT AGREEMENT

**CALIFORNIA RECYCLE UNDERUTILIZED SITES
(CALReUSE) REMEDIATION PROGRAM**

**Richmond Community Redevelopment Agency
440 Civic Center Plaza
Richmond, California 94804**

THIS AGREEMENT (the "Agreement" or "Infill Grant Agreement") IS MADE THIS 18TH DAY OF OCTOBER, 2010, between **Richmond Community Redevelopment Agency**, a public body, corporate and politic (the "Grantee") and the **California Pollution Control Financing Authority**, a public instrumentality and political subdivision of the State of California, (the "Grantor", "CPCFA", or "Authority").

RECITALS

- A. Grantee proposes to clean up a Brownfield at 128 South 45th Street, 99 South 47th Street, 4606 Florida Avenue, 223 South 47th Street, 130 South 47th Street, 4733 Wall Avenue, 4737 Wall Avenue, 4809 Wall Avenue, and 4855 Wall Avenue, Richmond, California 94804 (the Brownfield Infill Project) to develop an Infill Development Project as described in Exhibit A attached hereto and incorporated herein. Grantee proposes to utilize awarded funds pursuant to CPCFA's Regulations for the following Eligible Brownfield Infill Project Costs:

| | |
|---|---------------------------|
| UST removal, excavation, off-haul, onsite encapsulation, & structure relocation | \$ 588,945 |
| Abatement and removal | 991,231 |
| Contractor oversight, additional characterization, reporting | 409,888 |
| Groundwater monitoring | 77,767 |
| Environmental insurance –cost cap & PLL | 200,000 |
| California Department of Toxic Substances Control Oversight | 80,000 |
| Technical assistance –environmental legal | <u>256,659</u> |
| TOTAL ELIGIBLE BROWNFIELD INFILL PROJECT COSTS: | <u>\$2,604,490</u> |

- B. The purpose of this Agreement is to set forth the conditions upon which Grantor will grant \$2,604,490 to Grantee to undertake the Brownfield Infill Project.
- C. Grantee has applied to the Center for Creative Land Recycling ("Strategic Partner"), the Authority's Strategic Partner, for a California Recycle Underutilized Sites ("CALReUSE") Remediation Program Infill Grant ("Infill Grant") and Grantee's Infill Application has been determined by the Strategic Partner and the Grantor to meet eligibility requirements.
- D. The Strategic Partner has forwarded a recommendation to the Grantor which has approved the funding of the requested Infill Grant.

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- E. Grantee wishes to accept from Grantor the principal sum of **two million, six hundred four thousand, four hundred ninety dollars** (\$2,604,490) and Grantor is willing to grant such sum to Grantee from the CALReUSE Remediation Program Fund (the "Program Fund") for the Brownfield Infill Project on the terms and conditions herein contained.
- F. The term of this Infill Grant Agreement shall be 72 months from the date of the first disbursement request, unless extended pursuant to Section 8102.8 of the Regulations.
- G. Grantee represents that it anticipates entering into a Regulatory Agreement that will satisfy the requirements of Section 8102.6(a)(29) of the Regulations and that will be recorded on the title of the Infill Development not later than March 31, 2016.

NOW, THEREFORE, Grantor and Grantee agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1 – GRANTEE means Richmond Community Redevelopment Agency, a public body, corporate and politic.

Section 1.2 – BROWNFIELD means that certain real property commonly known as 128 South 45th Street, 99 South 47th Street, 4606 Florida Avenue, 223 South 47th Street, 130 South 47th Street, 4733 Wall Avenue, 4737 Wall Avenue, 4809 Wall Avenue, and 4855 Wall Avenue, Richmond, California 94804, as more specifically described by the legal description attached hereto as Exhibit A (incorporated herein by reference).

Section 1.3 – ELIGIBLE BROWNFIELD INFILL PROJECT COSTS shall mean those costs set forth in Exhibit A attached hereto (incorporated herein by reference).

Section 1.4 – HAZARDOUS MATERIAL has the same meaning as "Hazardous Material" in Section 8090 of the CPCFA Regulations.

Section 1.5 – INFILL GRANT means a grant as defined in Section 8102(k) of the Regulations awarded by the Grantor to the Grantee as evidenced by the Infill Grant Documents.

Section 1.6 – INFILL GRANT DOCUMENTS means this Agreement, the Regulatory Agreement, and the Grantee's Infill Application including any and all exhibits to the Infill Grant Documents.

Section 1.7 – INFILL LOAN means a loan made in accordance with the Program Regulations.

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Section 1.8 – OVERSIGHT AGENCY means California Department of Toxic Substances Control (DTSC), as detailed in Exhibit A, that will oversee the Brownfield Infill Project pursuant to Section 8102.1(a)(3) of the Regulations.

Section 1.9 – REGULATIONS means the CPCFA CALReUSE Program Regulations, Title 4, Division 11, Article 9, Section 8090, and Sections 8102 through 8102.15 of the California Code of Regulations, as amended from time to time.

Section 1.10 – REGULATORY AGREEMENT means a recorded regulatory agreement as defined in Section 8102(u) of the Regulations or a Recorded Covenant as defined in Section 8102(s) of the Regulations that at a minimum reflects the Infill Development Project as described in Exhibit A of this Agreement.

Section 1.11 – STRATEGIC PARTNER means a legal entity chosen by the Authority in accordance with Section 8102.11 of the Regulations that provides services to the Authority to assist in administering the CALReUSE Remediation Program as defined in Section 8090(af) of the Regulations. Center for Creative Land Recycling, a California nonprofit public benefit corporation, shall initially serve as Strategic Partner for purposes of this Agreement.

Section 1.12 – Any capitalized terms used but not defined in this Agreement will have the meaning set forth in the Regulations.

ARTICLE II – REPRESENTATIONS AND WARRANTIES

Grantee makes the following representations and warranties to Grantor:

Section 2.1 – LEGAL STATUS. Grantee is a public body, corporate and politic, and is qualified to do business in California and in all local jurisdictions where it conducts its business.

Section 2.2 – AUTHORIZATION. This Agreement has been duly authorized, executed and delivered by Grantee, and is a valid and binding agreement of Grantee.

Section 2.3 – BROWNFIELD. The Brownfield as set forth in Exhibit A attached hereto meets the criteria defined in Section 8090(e) of the Regulations.

Section 2.4 – BROWNFIELD INFILL PROJECT. The Brownfield Infill Project as set forth in Exhibit A attached hereto meets the criteria defined in Section 8102(a) of the Regulations and the Grantee has met all the eligibility requirements in Section 8102.1(a) and 8102.4(b) or 8102.4(c) of the Regulations.

Section 2.5 – ELIGIBLE BROWNFIELD INFILL PROJECT COSTS. The costs set forth in Exhibit A attached hereto meet the criteria defined in Section 8102(f) of the Regulations.

Section 2.6 – ECONOMICALLY DISTRESSED COMMUNITY. The Brownfield is located in the City of Richmond Enterprise Zone, which is a state designated Enterprise Zone and

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therefore meets the criteria of an Economically Distressed Community as defined by Section 8090 (j)(4) of the Regulations.

Section 2.7 – INFILL DEVELOPMENT PROJECT. The Infill Development Project meets the eligibility requirements of Section 8102.1(a) and 8102.4(b) or 8102.4(c) of the Regulations. The description of the Infill Development Project set forth in Exhibit A conforms with the description the Grantee provided in the Infill Application required by Section 8102.2 (f)(2) of the Regulations.

Section 2.8 – INFILL GRANT DOCUMENTS. Grantee represents and warrants: (a) that Grantee has access to professional advice to the extent necessary to enable Grantee to fully comply with the terms of the Infill Grant Documents and (b) that Grantee has the full power and authority to execute the Infill Grant Documents.

ARTICLE III - CONDITIONS PRECEDENT

The obligation of Grantor to make any disbursements under the Infill Grant on behalf of Grantee is subject to all of the following conditions:

Section 3.1 – NO EVENT OF DEFAULT. There shall not exist an Event of Default under this Agreement, and there shall exist no event, omission or failure of condition, which, after notice or lapse of time, would constitute an Event of Default under the Regulations, this Agreement, or the Regulatory Agreement.

Section 3.2 – DOCUMENTATION. Grantee shall have delivered to Grantor in form and substance satisfactory to Grantor this Infill Grant Agreement.

Section 3.3 – CLEANUP PLAN. Grantee has submitted an approved Cleanup Plan or approved Remedial Action Plan specific to the Brownfield Infill Project that has been approved by the Oversight Agency.

Section 3.4 – FUNDING CONDITIONS. Grantee has 1) met all readiness criteria established by the Regulations to execute the Infill Grant Agreement; and 2) all terms and conditions contained in the commitment letter under Section 8102.5(c) are satisfied; and 3) prior to the Grantee's request to disburse any funds of the Infill Grant all funding conditions will be met in accordance with Section 8102.7(a) of the Regulations, including all other funds for completing the Brownfield Infill Project are identified and committed for use.

Section 3.5 – AVAILABILITY OF FUNDS. Grantee agrees that all disbursements pursuant to this agreement are contingent and are not guaranteed but are entirely dependent upon funds being available to the CALReUSE Program and the Grantee's continued compliance with the Infill Grant Agreement and the regulations governing the CALReUSE Program. Grantee further agrees that Authority shall not be in default or liable to the Grantee in any manner should such funding not be completed for any reason whatsoever.

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Section 3.6 – TERMS OF COMMITMENT. In the event Grantee has not fulfilled all conditions precedent set forth in this Article within 30 days of Grantee's execution of this Agreement, Grantor may upon written notice terminate its obligations to Grantee.

ARTICLE IV – INFILL GRANT DISBURSEMENT PROCEDURES

Section 4.1 – TERMS OF DISBURSEMENT. Disbursements of the Infill Grant shall commence upon execution of the Infill Grant Agreement. Disbursements of the Infill Grant shall be only for the Eligible Brownfield Infill Project Costs set forth in Exhibit A, in an aggregate amount of not more than the amounts set forth in Exhibit A for each Eligible Brownfield Infill Project Cost, except as provided herein. Grantee shall obtain written authorization from the Grantor to make changes in the eligible uses of funds that exceed twenty percent (20%) or \$25,000, whichever is less, the amount of any budget line item of Exhibit A. Notwithstanding the limit identified above, pre-approval is not necessary for any budget line item funding shift equal to or less than \$5,000.

Section 4.2 – DISBURSEMENT PROCESS. Only one draw per month will be allowed against the Infill Grant. In order to receive disbursements, requests for disbursement must be supported by documentation sufficient in the Strategic Partner's and Grantor's determination to support payment. The Strategic Partner shall review each disbursement request to ensure Eligible Brownfield Infill Project Costs and consistency with the Cleanup Plan. Upon completion of its review, the Strategic Partner shall recommend the Grantor fund disbursement requests when appropriate. Grantor shall use its best efforts to respond to a request for disbursement within ninety (90) calendar days after the Strategic Partner's receipt of a complete disbursement request.

The request for disbursement must contain at least the information in substance and form of Exhibit B attached hereto and the appropriate invoices specific to the funds requested. Upon receipt of Grantee's signed request for disbursement with the Strategic Partner's recommended approval, the Grantor shall authorize the disbursement of Infill Grant funds to Grantee.

The Strategic Partner or Grantor shall notify the Grantee in writing within five (5) business days of receipt of disbursement request of any deficiencies or discrepancies in the request for disbursement. Grantee shall not receive a disbursement until Grantee corrects any such deficiencies or discrepancies.

In the case that Grantee submits a disbursement request prior to its payment of invoices, Grantee must provide proof of payment of invoices for the disbursement request within 45 days of the disbursement of funds being issued from the State or upon submittal of the next disbursement request, whichever comes first. In addition, the Grantee's final disbursement request for Infill Grant funds must include proof of payment upon submittal to the Strategic Partner for review.

Section 4.3 – AMOUNT OF DISBURSEMENT. Infill Grant proceeds shall be disbursed up to the amount authorized under this Infill Grant Agreement and only for Eligible Brownfield Infill Project Costs specified in Exhibit A.

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Section 4.4 – DISBURSEMENT PERIOD. The initial disbursement request of Infill Grant proceeds shall be made no later than twelve (12) months from date of this Agreement.

Section 4.5 – POSSIBLE INFILL GRANT CONVERSION TO AN INFILL LOAN. Upon an Event of a Default beyond the applicable cure period, the Grantor may convert the Infill Grant to an Infill Loan under the terms that would have applied under the Regulations at the time the Infill Grant closed. In this event, Grantee agrees to make all reasonable efforts to execute the Infill Loan documents expeditiously. The accrued interest that will be applied to the Infill Loan will be calculated at a fixed rate of two percent (2%) per annum.

ARTICLE V – AFFIRMATIVE COVENANTS

Grantee covenants that so long as there exists a valid Infill Grant Agreement, or Infill Loan Agreement in the event of a conversion pursuant to Section 4.5, between the Grantee and the Grantor, Grantee shall:

Section 5.1 – REMEDIAL WORK AND INFILL DEVELOPMENT PROJECT. Pursuant to Section 8102.6(a)(3) of the Regulations complete all Remedial Work and Complete the Infill Development Project within the term of the Infill Grant, not to exceed 72 months from the time of the first disbursement request, unless extended pursuant to Section 8102.8 of the Regulations.

Section 5.2 – COMPLETED INFILL DEVELOPMENT PROJECT REPORT. Pursuant to Section 8102.6(a)(8) of the Regulations, provide or cause to be provided to the Strategic Partner and Grantor a Completed Infill Development Project Report. The Completed Infill Development Project Report shall include an executed and recorded Regulatory Agreement that at a minimum reflects the Infill Development Project described in Exhibit A of this Agreement. The Grantee shall submit the Completed Infill Development Project Report to the Grantor 1) upon the Completion of the Infill Development Project, or 2) within the term of the Infill Grant— whichever instance occurs first.

Section 5.3 – BROWNFIELD REMEDIATION FINAL REPORT. Pursuant to Section 8102.6(a)(19) of the Regulations, provide or cause to be provided to the Strategic Partner and Grantor a Brownfield Remediation Final Report 1) within thirty (30) days of completion of the Brownfield Remediation Final Report, or 2) within the term of the Infill Grant—whichever instance occurs first.

Section 5.4 – COMPLY WITH THE REGULATIONS. At all times be in compliance with Health and Safety Code sections 44500, et. seq., and the Regulations, and ensure that any contractors or subcontractors shall at all times be in compliance as appropriate. Continued compliance with program requirements is Grantee's responsibility.

Section 5.5 – ACCOUNTING RECORDS. Maintain adequate books and accounts in accordance with generally accepted accounting principles, consistently applied.

Section 5.6 – EXISTENCE. Preserve and maintain its existence and all of its rights, privileges and franchises; conduct its business in an orderly, efficient, and regular manner; and

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comply with the requirements of all applicable laws, rules, regulations, and orders of a governmental authority.

Section 5.7 – TAXES AND LIABILITIES. Pay and discharge when due any and all indebtedness, obligations, assessments, taxes (real and personal), including Federal and State income taxes, provided that provision is made to the satisfaction of Grantor for eventual payment thereof in the event that it is found that the same is an obligation of Grantee.

Section 5.8 – LITIGATION. Promptly give notice in writing to Strategic Partner and Grantor of any administrative action or litigation pending or threatened against Grantee, the Brownfield, the Brownfield Infill Project, or the Infill Development Project in which the amount claimed is in excess of five thousand dollars (\$5,000).

Section 5.9 – CHANGE IN STATUS/UNINSURED LOSS. Promptly give notice in writing to Strategic Partner and Grantor of: (1) any change in name of Grantee, and in the case of a corporation, partnership or joint venture, any change in name, identity or corporate status; or (2) any uninsured or partially uninsured loss through fire, theft, liability, or otherwise in excess of an aggregate of two thousand five hundred dollars (\$2,500).

Section. 5.10 – RELEASE. Hereby waive all claims and recourse against Grantor and Strategic Partner including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to any of the Infill Grant Documents, Grantee's use of the Infill Grant proceeds, Grantee's business operations, the Brownfield, the Brownfield Infill Project, or the Infill Development Project.

Section 5.11 – INDEMNIFICATION. Defend, indemnify and hold harmless the Strategic Partner, the Grantor and the State, and all officers, trustees, agents and employees of the same (the "Indemnitees"), from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Infill Grant, the Brownfield, the Brownfield Infill Project, the Infill Development Project or the CALReUSE Program, including but not limited to, any and all claims, losses, costs, damages, or liabilities arising from or related to the presence, release, threatened release, investigation or remediation of Hazardous Material of the Brownfield or the Brownfield Infill Project. Grantee shall defend, indemnify, and hold the Strategic Partner, Grantor, the State, successors, assigns, its members, officials, directors, employees or agents of the same, harmless against any claims, demands, administrative actions, loss, litigation, liabilities, losses, remediation costs, damages, response costs, and penalties, including costs of legal proceedings and reasonable attorneys' fees, that any of the indemnified parties may incur as a result of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in any of the Infill Grant Documents with respect to Hazardous Material, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not the Grantee knew of same) of any Hazardous Material occurring as a result of the Grantee's use or occupancy of the Brownfield or performance of the Brownfield Infill Project. The provisions of this section shall survive termination of this Agreement.

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Section 5.12 – COMPLIANCE WITH HAZARDOUS MATERIAL LAWS. Comply with (a) all Hazardous Waste Reporting Laws applicable to the Brownfield, or the Brownfield Infill Project, and (b) all applicable laws, including but not limited to statutes, rules, regulations, administrative orders and agreements, and judicial orders or consent decrees that apply to the Brownfield or the Brownfield Infill Project, related to or arising from assessment, characterization and remediation of a Brownfield, including but not limited to those requiring the preparation of a description of Hazardous Material on the Brownfield and those requiring oversight and supervision to assure the adequacy of any Feasibility Study, Remedial Investigation, Remedial Action Plan, or Remedial Work by the Oversight Agency.

Section 5.13 – RECOVERED DAMAGES. The Grantee shall make best efforts to collect from any Responsible Party and to convey any payments received to refund the Infill Grant. If the Grantee recovers damages from a person who is liable for the release, threatened release, presence or existence of a Hazardous Material at the Brownfield or as a result of the Brownfield Infill Project, any money so recovered shall be used first to reimburse the Infill Grant, except that the Grantee shall be permitted to retain fees and costs incurred in recovering the damages.

Section 5.14 – NON-DISCRIMINATION CLAUSE. During the term of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Section 5.15 – COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT. Comply with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines pursuant to State law and Section 8102.6(a)(11) of the Regulations.

Section 5.16 – OVERSIGHT AGENCY. Work in good faith with the Oversight Agency or Oversight Agencies identified in Exhibit A of this Infill Grant Agreement throughout the term of the Infill Grant Agreement. If the Oversight Agency for the Brownfield Infill Project is modified, the Grantee will notify Strategic Partner and Grantor, and submit a subsequent approved Cleanup Plan prior to any subsequent requests for funds.

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Section 5.17 – INSURANCE. Maintain any and all required insurance policies for the term of the Infill Grant Agreement.

Section 5.18 – REPORTING TO STRATEGIC PARTNER AND GRANTOR. Timely provide all required reports and notices to the Strategic Partner and Grantor during the term of the Infill Grant Agreement.

Section 5.19 – QUARTERLY REPORTS. Shall provide quarterly reports to the Strategic Partner, and Grantor, which will include, but are not limited to, the identification of: the activity and progress toward completing the Brownfield Infill Project; the activity and progress toward completing the Infill Development Project; any hurdles that may affect the timeframe or effective completion of the Brownfield Infill Project or Infill Development Project; amount of Infill Grant funds that are anticipated to be requested over the next three (3) months; and any additional information as reasonably requested by the Strategic Partner and/or the Authority. Quarterly Reports must be submitted before or on March 31, June 30, September 30 and December 31 for the previous three months (including the reporting month). Grantee's failure to provide timely Quarterly Reports may 1) delay funding of disbursement requests until the Grantee is in good standing, and/or 2) be considered an Event of Default under section 7.1 herein.

Section 5.20 – SMALL BUSINESS AND/OR DISABLED VETERAN BUSINESS ENTERPRISES. Endeavor to assist the State in meeting a twenty-five percent (25%) small business and/or disabled veteran business enterprises (DVBE) participation goal in all contracts financed with the proceeds of the infrastructure related bond acts of 2006.

Section 5.21 – COMPLIANCE WITH STATE PREVAILING WAGE LAWS. Grantee shall at all times comply with California's prevailing wage law (Labor Code Section 1720, *et seq.*) to the extent that law applies to the Infill Project.

ARTICLE VI - NEGATIVE COVENANTS

Grantee further covenants that so long as there exists a valid Infill Grant Agreement, or Infill Loan Agreement in the event of a conversion pursuant to Section 4.5 of the Infill Grant Agreement, Grantee will not, without prior consent of Grantor:

Section 6.1 – USE OF FUNDS. Use any Infill Grant proceeds for purposes other than as described in Exhibit A.

Section 6.2 – MERGER, CONSOLIDATION, SALE OF ASSETS. Merge, reorganize, consolidate or sell, lease, assign, transfer, or otherwise dispose of more than 20% of control of Grantee's business assets to another person or entity.

ARTICLE VII – DEFAULT AND REMEDIES

Section 7.1 – EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

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- (a) If any material representation or warranty made by Grantee, or anyone acting on Grantee's behalf hereunder, shall prove to be incorrect in any material respect and the Grantee has not notified the Authority in a timely fashion;
- (b) Grantee's failure to perform any other term or condition of this Agreement or other Infill Grant Documents;
- (c) Failure of the Grantee to complete the Infill Development Project, as described in any of the Infill Grant Documents, within the term of the Infill Grant Agreement, including any extensions;
- (d) Any changes to the Infill Development Project such that it no longer meets the eligibility criteria pursuant to section 8102.4(b) and/or 8102.4(c) of the Regulations;
- (e) Grantee's failure to comply with any Hazardous Waste Reporting Law or any law, regulation or rule applicable to the Brownfield, Brownfield Infill Project, or Infill Development Project, or failure to deliver the certifications required by Section 8102.6(a)(19) and Section 8102.6(a)(8) of the Regulations within the time period required;
- (f) Failure of the Grantee to complete all Remedial Work within the term of the Infill Grant, including any extensions;
- (g) Any substantial or continuous breach by Grantee of any material obligations of Grantee imposed by any agreements entered into by the Grantee with the State, the Grantor, or the Strategic Partner other than the Infill Grant Documents with respect to the Brownfield, the Brownfield Infill Project or Infill Development Project;
- (h) Grantee defaults on any other loan or grant with CPCFA;
- (i) The failure of Grantee to promptly pay and discharge any judgment or levy of attachment, execution or other process against the assets of Grantee that is final beyond all appeal times and in the reasonable belief of the Grantor will cause Grantee to be unable to fulfill its obligations under this Agreement, and such judgment is not satisfied, or such levy or other process be not removed within twenty (20) days after the entry or levy thereof;
- (j) Any bankruptcy action is filed against Grantee or Grantee shall be adjudicated as bankrupt or insolvent, or shall consent to or apply for the appointment of a receiver, trustee or liquidator of itself or any of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in or an answer seeking reorganization or arrangement in a proceeding under any bankruptcy law;
- (k) Grantee becomes the subject of an administrative, civil or criminal action that the Strategic Partner and/or Grantor reasonably believes may materially affect Grantee's ability to adequately complete the Brownfield Infill Project;

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- (l) Grantee undertakes any of the activities enumerated in Section 6.2 without Grantor's prior written consent; or
- (m) Grantee repeatedly fails to provide complete or timely Quarterly Reports as required under Section 5.19.

Section 7.2 – NOTICE OF GRANTEE'S DEFAULT AND OPPORTUNITY TO CURE.

Grantor shall give written notice to Grantee of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Event of Default, (b) the action required to cure the Event of Default, if an action to cure is possible, and (c) except for an Event of Default under Section 7.1(j), a date, which shall not be less than thirty (30) calendar days from the receipt of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, except with respect to a monetary Event of Default, so long as Grantee has commenced to cure within such time, then Grantee shall have a reasonable period thereafter within which to fully cure the Event of Default.

Section 7.3 – GRANTOR'S REMEDIES. Upon the happening of an Event of Default, Grantor's obligation to disburse Infill Grant proceeds shall cease. Upon notice to Grantee of an Event of Default as provided for above, and, if an action to cure is specified in the notice, and Grantee's failure to cure the deficiency within a reasonable time period as specified in the notice, Grantor may, in addition to other rights and remedies permitted by the Infill Grant Agreement or applicable law choose in its sole discretion to proceed with any or all of the following remedies in any order or combination:

- (a) Declare the entire outstanding principal amount of the Infill Grant to be an Infill Loan and all accrued interest thereon from the date the Infill Grant was executed under the terms described in Section 4.5, as well as any other funds advanced to Grantee by Grantor under the Infill Grant Agreement, immediately due and payable;
- (b) Notify state and local entities;
- (c) Notify Grantee that it will be ineligible for future financing under the CALReUSE Remediation and Assessment Programs;
- (d) Require that the Grantee make a one time payment of up to 25 percent of the Infill Grant proceeds that have already been disbursed;
- (e) Bring an action in equitable relief (1) seeking the specific performance by Grantee of the terms and conditions of the Infill Grant Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;
- (f) Un-encumber any unexpended Program Funds;
- (g) Pursue any other remedy allowed at law or in equity.

The CPCFA may waive any default upon a finding that it is in the public interest and advances the purposes of the CALReUSE Remediation Program. Notwithstanding the above, in the event there

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is an Event of Default under Section 7.1(f), following the required notice and cure period, Grantor shall exercise its remedy under 7.3(a).

Grantor shall impose an interest rate penalty at a rate equal to ten percent (10%) of the Infill Grant amount previously disbursed per annum upon an Event of Default and Grantee's failure to cure within the timeframe specified in the notice described in Section 7.2.

Grantor's failure to declare an Event of Default, or pursue any of the above mentioned remedies in an Event of Default, does not waive Grantor's right to declare an Event of Default or pursue any remedies herein provided. No remedy herein conferred upon or reserved to the Grantor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy, to the extent permitted by law, shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise. In order to entitle the Grantor to exercise any remedy, to the extent permitted by law, reserved to it contained in this Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.4 – FORCE MAJUERE. Delay in performance by either party hereunder shall not be deemed to be an Event of Default if such delay is due to war, insurrection, strikes, walkout, labor or material shortage, riot, flood, drought, rain, earthquakes, fire, casualty, act of God, act of the government in its sovereign or contractual capacity, or any other event beyond the reasonable control of the party affected. If written notice of such delay is given to Grantor by Grantee within thirty (30) days of commencement of such delay, an extension of time for performance shall be granted for the period of such delay, or for such longer time as may be mutually agreed by the parties.

ARTICLE VIII - MISCELLANEOUS

Section 8.1 – CONFLICTS OF INTEREST. Grantee shall exercise due diligence to ensure that any member, officer, or employee of Strategic Partner, Grantor, or a member of such person's immediate family, who exercises any decision making responsibilities or power with respect to the Infill Grant, has not or will not obtain a material financial interest or benefit from the Infill Grant, or any contract, subcontract or agreement with respect thereto or the proceeds thereunder.

Grantee warrants, represents and agrees to exercise due diligence to ensure that no member, officer, director, or employee of Grantee, or any immediate family member of such person, who exercises any decision making responsibility or power with respect to the Infill Grant has or will obtain a material financial interest or benefit from this Infill Grant, or any contract, subcontract or agreement with respect thereto or the proceeds thereunder.

Grantee shall incorporate, or cause to be incorporated, in all contracts and subcontracts for work to be performed under this Agreement a provision prohibiting any conflict of interest described above in this section. Grantee's obligations under this section shall be deemed

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satisfied, if such persons and entities with which it contracts execute a certification as to such matters.

Section 8.2 – TERM OF THIS AGREEMENT. This Agreement shall commence on the date set forth above and remain in full force and effect until the Completed Infill Development Project Report has been provided pursuant to Section 5.2, unless sooner terminated by Grantor, but in no case shall be longer than 72 months from the date of the first disbursement request, unless extended pursuant to Section 8102.8 of the Regulations. Notwithstanding the foregoing, Grantee's covenants under Sections 5.1, 5.2, 5.3, 5.5, 5.10, and 5.11 shall survive until such covenants are fully performed.

Section 8.3 – GOVERNING LAW. The Infill Grant Documents shall be interpreted under and governed by the laws of the State of California and venue is proper in the Superior Court of Sacramento County.

Section 8.4 – NO WAIVER. Any waiver by either the Grantor or Grantee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the Grantor or Grantee to take, or any delay or failure by Grantor to take action on any breach or default or Event of Default by Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under the Infill Grant Agreement. Grantee hereby waives all defenses and pleas on the grounds of any extensions of the time for repayment of any amounts due under this Agreement, unless Grantor has granted such extensions in writing. Consent by Grantor or Grantee to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for Grantor or Grantee's written consent to future waivers.

Section 8.5 – NOTICES. All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three (3) days after deposit with certified mail, return receipt requested, and addressed as follows:

Grantee: RICHMOND COMMUNITY REDEVELOPMENT AGENCY
440 CIVIC CENTER PLAZA
RICHMOND, CA 94804
ATTN: EXECUTIVE DIRECTOR
steve_duran@ci.richmond.ca.us

CPCFA: CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
915 CAPITOL MALL, ROOM 457
SACRAMENTO, CA 95814
ATTN: EXECUTIVE DIRECTOR
calreuse@treasurer.ca.gov

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Strategic Partner: CENTER FOR CREATIVE LAND RECYCLING
333 PINE STREET, SUITE 300
SAN FRANCISCO, CA 94104
ATTN: EXECUTIVE DIRECTOR
executive.director@cclr.org

Section 8.6 – COSTS OF COLLECTION. Grantee agrees to pay Grantor all reasonable costs incurred in collection of amounts due under this Agreement which are not paid within ten (10) business days of the due date as specified herein, whether or not a legal action has been filed.

Section 8.7 – STRATEGIC PARTNER'S AND CPCFA'S RIGHT TO INSPECT RECORDS. Grantee is required to maintain adequate books, accounts, and records and to prepare all financial statements required under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and in compliance with the regulations of any governmental regulating body having jurisdiction over it, and permit employees or agents of Strategic Partner or the CPCFA, at any reasonable time, to inspect Grantee's properties, and/or to examine Grantee's books, accounts, records and make copies and memoranda of them. These records shall include employment information records as well as business and financial records.

Section 8.8 – BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by Grantee without Grantor's consent. The term "Grantee" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of Grantee.

Section 8.9 – RELATIONSHIP OF PARTIES. The relationship of Grantee and Grantor for the Brownfield Infill Project and this Infill Grant is and shall remain solely that of a grantor and grantee under a grant agreement (unless the Infill Grant is declared an Infill Loan pursuant to Section 7.3 and in such case the relationship between the parties shall be that of debtor and creditor), and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Grantor neither undertakes nor assumes any responsibility or duty to Grantee (except as provided herein) or to any third party with respect to Grantee, the Brownfield, Brownfield Infill Project, Infill Development Project or the Infill Grant. Grantee shall have no authority to act as an agent of Grantor or to bind Grantor to any obligation.

Section 8.10 – ASSIGNMENT AND ASSUMPTION. Grantee shall not assign any of its interests under this Agreement or the Infill Grant Documents to any other party, except as specifically permitted under the terms of this Agreement or the Infill Grant Documents, without the prior written consent of Grantor. Any unauthorized assignment shall be void.

Section 8.11 – AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to the Infill Grant Documents must be in writing, and shall be effective only if executed by both Grantee and Grantor. In any event, pursuant to the Regulations no Infill Grant may be extended for more than two years except by the Authority which may grant additional extensions upon a finding that it is in the public interest and furthers the purposes of the program.

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Section 8.12 – TIME. Time is of the essence in this Agreement.

Section 8.13 – INTEGRATION. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations.

Section 8.14 – SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

Section 8.15 – EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the Grantor shall be deemed the original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

GRANTEE:

GRANTOR:

**RICHMOND COMMUNITY REDEVELOPMENT
AGENCY**

**CALIFORNIA POLLUTION CONTROL FINANCING
AUTHORITY**

By: _____

**STEVE DURAN
EXECUTIVE DIRECTOR**

By: _____

**MICHAEL PAPARIAN
EXECUTIVE DIRECTOR**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

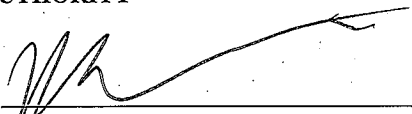
GRANTEE:

**RICHMOND COMMUNITY REDEVELOPMENT
AGENCY**

GRANTOR:

**CALIFORNIA POLLUTION CONTROL FINANCING
AUTHORITY**

By: _____
**STEVE DURAN
EXECUTIVE DIRECTOR**

By:  _____
**MICHAEL PAPARIAN
EXECUTIVE DIRECTOR**

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EXHIBIT A

Name of Project: Miraflores

Maximum Amount of Grant: \$2,604,489

Strategic Partner: Center for Creative Land Recycling

Grantee: Richmond Community Redevelopment Agency

Financing Structure: Grant

Maximum Grant Term: Not to exceed 6 years from first draw on funds

Oversight Agency: California Department of Toxic Substances Control (DTSC)

Brownfield Infill Project Location: 128 South 45th Street, 99 South 47th Street, 4606 Florida Avenue, 223 South 47th Street, 130 South 47th Street, 4733 Wall Avenue, 4737 Wall Avnuee, 4809 Wall Avenue, and 4855 Wall Avenue, Richmond, California 94804

Further described as Parcel Numbers 513-321-001; 513-321-002; 513-321-003; 513-321-018; 513-322-023; 513-322-024; 513-322-025; 513-322-037; 513-322-038; 513-330-001; 513-330-002; 513-330-003; 513-330-006; 513-330-007; 513-330-013; 513-330-014; and 513-330-005

Infill Development Project Description:

The Project will consist of 280 housing units, including 79 rental units of supportive housing for the elderly restricted at less than or equal to 50% of the area median income (AMI) and 30 for-sale units restricted at less than or equal to 120% AMI as illustrated below.

| Units | Type | Income Limit |
|-------|----------------|--------------|
| 79 | Senior Rental | ≤ 50% AMI |
| 1 | Manager Rental | Unrestricted |
| 30 | For-sale | ≤ 120% AMI |
| 170 | For-sale | Unrestricted |
| 280 | Total Units | |

Continued on Page 17

**CALReUSE REMEDIATION PROGRAM
INFILL GRANT AGREEMENT**

RICHMOND COMMUNITY REDEVELOPMENT AGENCY

PAGE 18 OF 23

Exhibit A, continued

| Description of Activity | Amount Financed by Infill Grant |
|--|--|
| UST removal, excavation, off-haul, onsite encapsulation, & structure relocation | \$ 588,945 |
| Abatement and removal | 991,231 |
| Contractor oversight, additional characterization, reporting | 409,888 |
| Groundwater monitoring | 77,767 |
| Environmental insurance –cost cap & PLL | 200,000 |
| California Department of Toxic Substances Control Oversight | 80,000 |
| Technical assistance –environmental legal | <u>256,659</u> |
| Total Eligible Brownfield Infill Project Costs: | <u>\$2,604,490</u> |

**CALReUSE REMEDIATION PROGRAM
INFILL GRANT AGREEMENT**

RICHMOND COMMUNITY REDEVELOPMENT AGENCY

PAGE 19 OF 23

**EXHIBIT B
REQUEST FOR DISBURSEMENT OF INFILL GRANT PROCEEDS**

Date

To:

CALReUSE Project Manager
Center for Creative Land Recycling
333 Pine Street, Suite 300
San Francisco, CA 94104

Executive Director
California Pollution Control Financing Authority
915 Capitol Mall, Room 457
Sacramento, CA 95814

RE: Request for Disbursement of Infill Grant Proceeds of **Richmond Community Redevelopment Agency** ("Grantee") and **Miraflores** ("Project")

_____ (*CONTACT NAME, CONTACT TITLE*) requests the following disbursement of proceeds from the Grantor as allowed by the Infill Grant Documents:

- 1) The name and address of the entity to whom the payment is due.
- 2) The purpose(s) for which such payment is to be made.
- 3) The amount to be paid.
- 4) The date that the funds are needed.
- 5) Grantee represents and warrants that each disbursement mentioned herein is a proper draw against the Program Fund.
- 6) Grantee represents and warrants that Grantee has not exceeded that maximum allowable amount of disbursement of Infill Grant proceeds as defined in Exhibit A of the Infill Grant Agreement.
- 7) Grantee represents and warrants that each disbursement mentioned herein is for an Eligible Brownfield Infill Project Costs as defined in the Infill Grant Agreement.
- 8) Grantee represents and warrants that each obligation mentioned herein has been properly incurred and is a proper charge against the Infill Grant.
- 9) Grantee represents and warrants that none of the items for which payment is requested has been previously paid by the Infill Grant.
- 10) Grantee represents and warrants that each item for which payment is requested is or was necessary in connection with the Brownfield Infill Project.

**CALReUSE REMEDIATION PROGRAM
INFILL GRANT AGREEMENT**

RICHMOND COMMUNITY REDEVELOPMENT AGENCY

PAGE 20 OF 23

- 11) Grantee represents and warrants that any payments previously requested and received by Grantee for which proof of payment of associated invoices was not provided, that such proof has since been provided as required in Section 4.2 of the Infill Grant Agreement.
- 12) Every capitalized term has the meaning defined in the Infill Grant Agreement.
- 13) \$ _____ of the Eligible Brownfield Infill Project Costs were paid to a certified small business or Disabled Veteran Business Enterprise (DVBE) as identified on the California Department of General Services website (<http://www.pd.dgs.ca.gov/smbus/default.htm>).
- 14) Grantee certifies that the Infill Development Project related to the funding provided by the CALReUSE Remediation Program: [check which box applies]
- Has received a nine percent (9%) tax credit award from the Tax Credit Allocation Committee.
 - May receive a nine percent (9%) tax credit award from the Tax Credit Allocation Committee.
 - Definitely will not receive a nine percent (9%) tax credit award from the Tax Credit Allocation Committee.

GRANTEE:
RICHMOND COMMUNITY REDEVELOPMENT
AGENCY

GRANTOR APPROVAL:
CALIFORNIA POLLUTION CONTROL FINANCING
AUTHORITY

By: _____

By: _____

Contact Name, Contact Title

Contact Name, Contact Title

STRATEGIC PARTNER RECOMMENDATION

___ Approve ___ Disapprove

By: _____

Contact Name, Contact Title

**CALReUSE REMEDIATION PROGRAM
INFILL GRANT AGREEMENT**

RICHMOND COMMUNITY REDEVELOPMENT AGENCY

**EXHIBIT B
SAMPLE INVOICE SPREADSHEET**

INVOICE PERIOD:

| Description of Activity | Total Amount Awarded | Invoice Amount Requested | Entity that Performed Activity | Small Business/DVBE Reference Number |
|--------------------------------------|----------------------|--------------------------|--------------------------------|--------------------------------------|
| Line Item 1 [Insert From Term Sheet] | \$400,000 | | | |
| Sub Activity 1 | | \$80,000 | Oversight Agency | |
| Sub Activity 2 | | \$300,000 | Jimmy's Dig and Haul | |
| Subtotal | | \$380,000 | | |
| Line Item 2 [Insert From Term Sheet] | \$25,000 | \$25,000 | | |
| Subtotal | | \$25,000 | | |
| Total | \$425,000 | \$405,000 | | |

Attached: Invoices reflecting the Remedial Work conducted
Expedite Fee (if applicable)

A Grantee may choose to pay \$75 to expedite the disbursement process at the State Controller's Office. The Controller has ten business days to process a disbursement request. A \$75 payment will reduce this time period to two business days. To have your disbursement payment expedited, Grantee should send a \$75 check with the disbursement request, payable to the California Pollution Control Financing Authority. The fee amount is determined by the State Controller's Office (SCO) and may change from time to time. The Authority will notify applicants of any changes in the SCO fee schedule. This expedite fee cannot be paid from Infill Grant award proceeds.

**CALReUSE REMEDIATION PROGRAM
INFILL GRANT AGREEMENT**

RICHMOND COMMUNITY REDEVELOPMENT AGENCY

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**EXHIBIT C
BROWNFIELD REMEDIATION FINAL REPORT CERTIFICATION**

This certificate must be signed and notarized.

Pursuant to Section 8102.6(a)(19) of the Regulations, we, the undersigned, hereby certify the following:

- (1) The final remedy has been implemented in accordance with the approved Cleanup Plan, and the work has been done in accordance with all applicable laws and regulations.
- (2) The Brownfield Infill Project has been completed in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000-21177) and the State CEQA guidelines contained in Sections 15000 et seq. of Title 14 of the California Code of Regulations.
- (3) The Grantee has provided to the Strategic Partner, and has attached herewith, a copy of the Brownfield Remediation Final Report within 30 days of completion of the Brownfield Remediation Final Report, that includes but is not limited to:
 - (A) A description of the Remedial Work conducted on the Brownfield Infill Project;
 - (B) Copies of all necessary permits relating to the Brownfield Infill Project;
 - (C) Copies of the original and amended versions of the approved Cleanup Plan; and
 - (D) A description of the public outreach conducted relating to the Brownfield Infill Project.
- (4) The Grantee has provided to the Strategic Partner, and has attached herewith, a copy of the Brownfield Remediation Completion Document the Grantee received from the appropriate Oversight Agency(ies).
- (5) Where the remediation and/or Cleanup Plan includes Ongoing Operation and Maintenance, the Grantee has provided to the Strategic Partner, and has attached herewith, a copy of a plan, approved by the Oversight Agency that ensures that the required mitigation measure will remain in operation for the required time.

| | |
|---------------------|--|
| By: _____ | By: _____ (Joint applicant, if applicable) |
| Date: _____ | Date: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

**CALReUSE REMEDIATION PROGRAM
INFILL GRANT AGREEMENT**

RICHMOND COMMUNITY REDEVELOPMENT AGENCY

PAGE 23 OF 23

**EXHIBIT D
COMPLETED INFILL DEVELOPMENT PROJECT REPORT CERTIFICATION**

This certificate must be signed and notarized.

Pursuant to Section 8102.6(a)(8) of the Regulations, we, the undersigned, hereby certify the following:

- (1) The Infill Development Project is completed, and
- (2) Pursuant to Section 8102(e) of the Regulations, the Grantee has provided to the Strategic Partner, and has attached herewith, a Completed Infill Development Project report which includes, but is not limited to:
 - (A) A description of the Completed Infill Development Project, including a comparison to the Applicant's description pursuant to Section 8102.2 of the Regulations;
 - (B) A certificate of occupancy, or the equivalent building permit or legal document from the appropriate local government agency; and
 - (C) A copy of the Regulatory Agreement, if applicable.

| | |
|---------------------|---|
| By: _____ | By: _____ (Joint applicant, if applicable) |
| Date: _____ | Date: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

CERTIFICATE OF THE EXECUTIVE DIRECTOR
(Attesting to Action of the Authority)
Sacramento, California

I, René Webster-Hawkins, Executive Director of the California Pollution Control Financing Authority, hereby certify that the foregoing is a full, true, and correct copy of a RESOLUTION OF THE CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY APPROVING THE REQUEST TO AMEND THE INFILL GRANT DOCUMENTS UNDER THE CALIFORNIA RECYCLE UNDERUTILIZED SITES REMEDIATION PROGRAM for the City of Richmond as Successor to the Richmond Community Redevelopment Agency duly adopted at a meeting of the California Pollution Control Financing Authority held in the First Floor Conference Room, 801 Capitol Mall, Room 150, Sacramento, California 95814, on August 16, 2016, for which meeting all of the members of said Authority had due notice and that at the meeting the Resolution was adopted by the following votes:

AYES: John Chiang, State Treasurer
 Anne Baker for Betty T. Yee, State Controller
 Eraina Ortega for Michael Cohen, Director of Finance

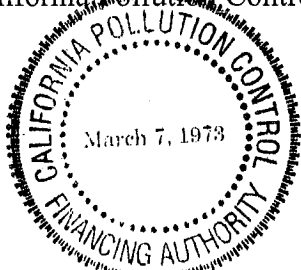
NOES: None

ABSTAINS: None

ABSENT: None

I further certify that the original minutes of that meeting and a copy of the original Resolution adopted at said meeting are on file in the California Pollution Control Financing Authority office and that the Resolution has not been amended, modified, or rescinded in any manner since the date of adoption and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the California Pollution Control Financing Authority hereto.



August 16, 2016

A handwritten signature in black ink, appearing to read "René Webster-Hawkins".

René Webster-Hawkins
Executive Director

**A RESOLUTION OF
THE CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
APPROVING THE REQUEST TO AMEND THE INFILL GRANT DOCUMENTS
UNDER THE CALIFORNIA RECYCLE UNDERUTILIZED SITES REMEDIATION
PROGRAM**

August 16, 2016

WHEREAS, the California Pollution Control Financing Authority (the "Authority"), a public instrumentality of the State of California, on November 19, 2008 approved a grant for the Miraflores project (the "Project") in the amount of \$2,604,490, as reflected in that resolution (the "Resolution"); and

WHEREAS, the grant was awarded to Richmond Community Redevelopment Agency;
and

WHEREAS, On December 29, 2011, the California Supreme Court decision in *California Redevelopment Association v. Matosantos* found AB1X26 constitutional and dissolved Redevelopment Agencies throughout California, including the Richmond Community Redevelopment Agency; and

WHEREAS, The City of Richmond was named Successor to the Richmond Community Redevelopment Agency; and

WHEREAS, the City of Richmond as Successor to the Richmond Community Redevelopment Agency has the authority and responsibility to complete the Brownfield Infill Project and Infill Development Project as described in the Infill Grant Agreement dated October 18, 2010; and

WHEREAS, the Authority finds that extending the term of the Infill Grant to July 31, 2021 advances the purposes of the Program; and

WHEREAS, approval for amending the Infill Grant Agreement dated October 18, 2010, is sought;

NOW THEREFORE BE IT RESOLVED by the California Pollution Control Financing Authority, as follows:

Section 1. The term of the Infill Grant Agreement dated October 18, 2010, is extended to July 31, 2021.

Section 2. Parcel number 513-321-018 be deleted from the Brownfield Infill Project Location in Exhibit A of the Infill Grant Agreement dated October 18, 2010.

Section 3. The total number of housing units in the Infill Development Project Description be amended from 280 to 270 total units, and the number of for-sale, unrestricted units be amended from 170 to 160 units.

Section 4. Except as specifically amended in Exhibit A hereof, all provisions and conditions of Exhibit A of the Infill Grant Agreement dated October 18, 2010, shall remain unchanged and in full force and effect.

Section 5. The date of submission for the Regulatory Agreement be extended until December 31, 2016.

Exhibit A

Brownfield Infill Project Location:

128 South 45th Street, 99 South 47th Street, 4606 Florida Avenue, 223 South 47th Street, 130 South 47th Street, 4733 Wall Avenue, 4737 Wall Avenue, 4809 Wall Avenue, and 4855 Wall Avenue, Richmond, California 94804

Further described as Parcel Numbers 513-321-001; 513-321-002; 513-321-003; 513-322-023; 513-322-024; 513-322-025; 513-322-037; 513-322-038; 513-330-001; 513-330-002; 513-330-003; 513-330-006; 513-330-007; 513-330-013; 513-330-014; and 513-330-005

Infill Development Project Description:

The Project will consist of 270 housing units, including 79 rental units of supportive housing for the elderly restricted at less than or equal to 50% of the area median income (AMI) and 30 for-sale units restricted at less than or equal to 120% AMI as illustrated below.

| Units | Type | Income Limit |
|-------|----------------|--------------|
| 79 | Senior Rental | ≤ 50% AMI |
| 1 | Manager Rental | Unrestricted |
| 30 | For-sale | ≤ 120% AMI |
| 160 | For-sale | Unrestricted |
| 270 | Total Units | |

CERTIFICATE OF THE EXECUTIVE DIRECTOR
(Attesting to Action of the Authority)
Sacramento, California

I, Reneé Webster-Hawkins, Executive Director of the California Pollution Control Financing Authority, hereby certify that the foregoing is a full, true, and correct copy of a RESOLUTION OF THE CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY APPROVING THE REQUEST TO AMEND THE INFILL GRANT DOCUMENTS UNDER THE CALIFORNIA RECYCLE UNDERUTILIZED SITES REMEDIATION PROGRAM for the CITY OF RICHMOND AS SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY duly adopted at a meeting of the California Pollution Control Financing Authority held in the First Floor Conference Room, 801 Capitol Mall, Room 150, Sacramento, California 95814, on January 17, 2017 for which meeting all of the members of said Authority had due notice and that at the meeting the Resolution was adopted by the following votes:

AYES: Alan Gordon for John Chiang, State Treasurer
 Anne Baker for Betty T. Yee, State Controller
 Eraina Ortega for Michael Cohen, Director of Finance

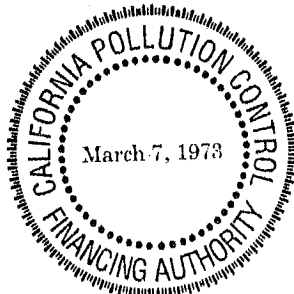
NOES: None

ABSTAINS: None

ABSENT: None

I further certify that the original minutes of that meeting and a copy of the original Resolution adopted at said meeting are on file in the California Pollution Control Financing Authority office and that the Resolution has not been amended, modified, or rescinded in any manner since the date of adoption and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the California Pollution Control Financing Authority hereto.



January 23, 2017

A handwritten signature in black ink, appearing to read "Renee Webster-Hawkins".

Reneé Webster-Hawkins
Executive Director

**A RESOLUTION OF
THE CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
APPROVING THE REQUEST TO AMEND THE INFILL GRANT DOCUMENTS
UNDER THE CALIFORNIA RECYCLE UNDERUTILIZED SITES REMEDIATION
PROGRAM**

January 17, 2017

WHEREAS, the California Pollution Control Financing Authority (the "Authority"), a public instrumentality of the State of California, is authorized by the Regulations adopted to implement and make specific the statutory provisions of the California Recycle Underutilized Sites (CALReUSE) Remediation Program; and

WHEREAS, the statutory provisions of the CALReUSE Remediation Program authorize grant and loan funding for the purpose of brownfield cleanup that promotes infill residential and mixed-use development, consistent with regional and local land use plans; and

WHEREAS, the California Pollution Control Financing Authority (the "Authority"), a public instrumentality of the State of California, on November 19, 2008 approved a grant for City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency ("Grantee") in the amount of \$2,604,490, as reflected in that resolution (the "Resolution");

WHEREAS, City of Richmond as Successor to the Richmond Community Redevelopment Agency has the authority and responsibility to complete the Brownfield Infill Project and Infill Development Project as described in the Infill Grant Agreement dated October 18, 2010 ("Agreement"); and

WHEREAS, the Grantee has requested the Authority's consent to the transfer of Contra Costa County Assessor Parcel Numbers ("APNs") 513-321-005 and 513-321-010 to Eden Housing, Inc., the Community Housing Development Corporation of North Richmond, and Wells Fargo Affordable Housing Community Development Corporation (together as "the Partnership") as required by Section 6.2 of the Agreement; and

WHEREAS, the Grantee acknowledges that the completion of the Infill Development Project approved for Contra Costa County APNs 513-321-005 and 513-321-010 remains a condition under Section 5.2 of the Agreement and that failure to fulfill that condition will constitute an event of default under Section 7.1 of the Agreement subject to the grantor's remedies listed in Section 7.3 of the Agreement; and

WHEREAS, the consent of the Authority is now sought;

NOW THEREFORE BE IT RESOLVED by the California Pollution Control Financing Authority, as follows:

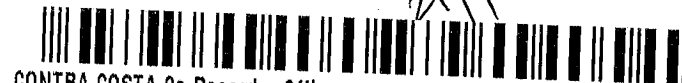
Section 1. Pursuant to the Regulations, the Authority hereby consents to the transfer of Contra Costa County APNs 513-321-005 and 513-321-010 from the City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency to the Partnership.

Section 2. Except as specifically consented to by this Resolution, all provisions and conditions of the previous Resolutions and the Infill Grant Agreement dated October 18, 2010, as amended thereafter shall remain unchanged and in full force and effect.

FREE RECORDING IN
ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTION
27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

California Pollution Control Financing
Authority
CALReUSE Remediation Program
915 Capitol Mall, Rm. 457
Sacramento, CA 95814



CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder

DOC - 2017-0023167-00

Check Number
Monday, FEB 06, 2017 11:52:53

FRE \$0.00

Ttl Pd \$0.00 Nbr-0002843344

mkk / RK / 1-21



CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

**CALIFORNIA RECYCLE UNDERUTILIZED SITES (CALReUSE)
REMEDICATION PROGRAM**

REGULATORY AGREEMENT

This Regulatory Agreement (the "Agreement") dated October 18, 2010, for reference purposes only, is made and entered into by and between **Richmond Community Redevelopment Agency**, a , a public body, corporate and politic (the "Grantee"), and the **California Pollution Control Financing Authority**, a public agency of the State of California (the "Authority").

RECITALS:

- A. This Regulatory Agreement shall remain in full force and effect until such time as it is superseded by an independent Regulatory Agreement, as defined in Section 8102(u) of the CALReUSE Program Regulations, or Recorded Covenant, as defined in 8102(s), between the Grantee and a separate public agency that is in effect and binds the Grantee to at least the depth and term of affordability specified in the approved application. The Authority shall approve the independent Regulatory Agreement or Recorded Covenant prior to conclusion of the term of this Agreement upon notice of the filing of such document.
- B. Grantee has applied to the Authority for an Infill Grant (the "Grant") for the cleanup of a brownfield and the development of a property located at 128 South 45th Street, 99 South 47th Street, 4606 Florida Avenue, 223 South 47th Street, 130 South 47th Street, 4733 Wall Avenue, 4737 Wall Avenue, 4809 Wall Avenue, and 4855 Wall Avenue, Richmond, California 94804 as more completely described in Exhibit A hereto (the "Property"). Grantee's proposed Brownfield Infill Project (the "Project") and Infill Development Project, as submitted in the

REGULATORY AGREEMENT

application to the Authority (the "Development"), will consist of 280 residential units, of which 109 units are to be occupied by Eligible Households as provided in this Agreement within Exhibit B.

- C. The Authority has agreed to provide the Grant under the California Recycle Underutilized Sites Remediation Program (the "Program") pursuant to section 53545 of the Health and Safety Code and the CALReUSE Program Regulations, California Code of Regulations, Division 11 (commencing with Section 8090) of Title 4 (the "Regulations"). The obligations imposed on the Grantee by the Program, the Regulations, the Infill Grant Agreement and the Authority's policies and procedures are collectively referred to herein as the "Program Requirements."
- D. As required by the Program, the Grantee and the Authority have entered into that Infill Grant Agreement, dated **October 18, 2010**, regarding the Brownfield Infill Project (the "Project"), Infill Development Project (the "Development"), and governing the terms of the Infill Grant (the "Grant Agreement").
- E. Also as required by the Program and in addition to the Grant Agreement, Grantee has executed or will execute such other documents and instruments as the Authority may reasonably require.
- F. The Grant Agreement, this Agreement and such other documents and instruments as are reasonably required by the Authority are collectively referred to herein as the "Grant Documents."
- G. As further consideration for the Grant and in furtherance of the purposes of the Program, Grantee has agreed to enter into this Agreement. The purpose of this Agreement is to regulate and restrict the cleanup, construction, occupancy, rents, operation, ownership and management of the Development in compliance with Grantee's application and the Program Requirements.
- H. Grantee represents that it anticipates executing a Regulatory Agreement that will satisfy the requirements of Section 8102.6(a)(29) of the Regulations and that will be recorded no later than March 31, 2016. In reliance upon that representation, Grantor and Grantee agree that this Regulatory Agreement will not be recorded unless Grantee fails to provide Grantor with a copy of the recorded Regulatory Agreement by August 31, 2016.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are a part of this Agreement.
2. Property. Grantee is the owner in fee of the Property and all improvements now and hereafter located thereon.

REGULATORY AGREEMENT

3. Definitions. Unless the context requires otherwise, or the terms are defined herein, the terms used in this Agreement shall be governed by the definitions set forth in the Program statutes, which include by reference definitions found in Article 1 (commencing with section 44500) of Chapter 1 of Division 27 of the Health and Safety Code (the "Act") and the definitions included in the Regulations.

The following terms shall have the respective meanings assigned to them in this paragraph unless the context in which they are used clearly requires otherwise:

"Affordable, Supportive or Special Needs Housing" shall mean the housing types as described in Section 8102.4 of the Regulations.

4. Compliance with Program Requirements. The Grantee agrees that at all times its actions regarding the Development and the use of funds provided under the Grant Agreement shall be in conformity with all Program Requirements, including the requirements of this Agreement and the other Grant Documents. The Grantee acknowledges that it is familiar with the Program Requirements and has access to professional advice to the extent necessary to enable the Grantee to fully comply with the Program Requirements.

5. Term of Agreement:

- a. As to the dwelling units described in Exhibit B, Part I, this Agreement shall commence on the date set forth above and remain in full force and effect and shall apply to the Development through and including the fifty-fifth (55th) anniversary of the date the Grantee's Completed Infill Development Project Report is approved by the Authority, hereof regardless of any sale, assignment, transfer or conveyance of the Development, unless earlier terminated by virtue of the Authority's approval of a recorded independent regulatory agreement between the Grantee and a separate public agency that is in effect and binds the Grantee to at least the depth and term of affordability specified in the approved application, or terminated earlier by the Authority or extended by the mutual consent of the parties.
- b. As to the dwelling units described in Exhibit B, Part II, this Agreement shall commence on the date set forth above and remain in full force and effect and shall apply to the Development through and including the thirtieth (30th) anniversary of the date the Grantee's Completed Infill Development Project Report is approved by the Authority, hereof regardless of any sale, assignment, transfer or conveyance of the Development, unless earlier terminated by virtue of the Authority's approval of a recorded independent regulatory agreement between the Grantee and a separate public agency that is in effect and binds the Grantee to at least the depth and term of affordability specified in the approved application, or terminated earlier by the Authority or extended by the mutual consent of the parties.

REGULATORY AGREEMENT

6. Affordable, Supportive or Special Needs Housing Units.

- a. To the extent allowed by law and for the full term of this Agreement, Grantee shall provide within the Development the number, type and size of Affordable Housing Units set forth in Exhibit B, Part I attached hereto and incorporated herein.
- b. To the extent allowed by law and for the full term of this Agreement, Grantee shall provide within the Development the number, type and size of Affordable Housing Units set forth in Exhibit B, Part II attached hereto and incorporated herein.
- c. To the extent allowed by law and for the full term of this Agreement, Grantee shall provide within the Development the number, type and size of Supportive Housing Units set forth in Exhibit B, Part III, attached hereto and incorporated herein.

7. Hazard and Liability Insurance and Condemnation.

- a. The Grantee shall at all times keep the Project and Development insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by the Authority. All insurance policies and renewals thereof shall be issued by a carrier and in form acceptable to the Authority.
- b. The Authority shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and no material breach or default then exists under the Grant Documents. If the casualty or condemnation affects only part of the Development and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Grant in a manner approved by the Authority.

8. Authority Review and Inspections.

- a. At any time during the term of this Agreement, the Authority or its designee may enter and inspect the physical premises and inspect all accounting records pertaining to the Project and the construction, development or operation of the entire Development. Upon request by the Authority, the Grantee shall notify occupants of upcoming inspections of their Units in accordance with state law.
- b. At the Authority's request, the Grantee shall provide, at Grantee's expense, a special audit of the Project and Development certified by an

REGULATORY AGREEMENT

independent certified public accountant. The Authority may also perform or cause to be performed audits of any and all phases of the Grantee's activities related to the Project and Development.

- c. The Authority may request any other information that it deems necessary to monitor compliance with the Program Requirements and the requirements set forth in this Agreement and the Grant Agreement. The Grantee shall promptly provide such information.

9. Restrictions on Sale, Encumbrance, and Other Acts.

- a. Except with the Authority's prior written approval, Grantee shall not:
 - (1) make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer in any other form of the Property or Development or of any of its interest in either of them;
 - (2) substantially add to, remodel, remove, reconstruct, or demolish any part of the Development;
 - (3) permit the use of the Development for any purpose other than that permitted by this Agreement;
 - (4) incur any liability or obligation in connection with the Property or Development, other than for current Operating Expenses, nor incur any liability, charge, assessment, or obligation whatsoever that is secured in whole or in part by any interest in or lien or encumbrance on the Property provided that the Authority may permit refinancing or additional financing secured by the Property to the extent necessary to maintain or improve the Development's fiscal integrity, or to maintain affordable rents as set forth in Exhibit B;
 - (5) enter into any contract relating to rehabilitating or managing the Development;
 - (6) enter into any lease for more than a single rental Unit, a ground lease of the Property or any interest therein, except for the rental of Commercial Space in the Development; or
 - (7) If the Grantee or its successor in interest is a limited partnership, discharge or replace any general partner or amend, modify or add to its partnership agreement, or amend, modify or add to the organizational documents of the general partner; except that it may

REGULATORY AGREEMENT

transfer limited partner interests without such approval. The withdrawal, removal, and/or replacement of a general partner of the partnership pursuant to the terms of the partnership agreement shall not constitute a default under any of the Grant Documents, and any such actions shall not trigger default under the Grant Agreement provided that any required substitute general partner is reasonably acceptable to the Authority and is selected with reasonable promptness.

- b. The Authority shall approve a sale, transfer or conveyance of the Property or Development provided all of the following conditions are met:
 - (1) The transferor Grantee is in compliance with this Agreement and other Grant Documents or the sale, transfer or conveyance will result in the cure of any existing violations of this Agreement or other Grant Documents.
 - (2) The transferee Grantee agrees to assume all obligations of the transferor Grantee pursuant to this Agreement, the other Grant Documents and the Program Requirements.
 - (3) The transferee Grantee demonstrates to the Authority's satisfaction that it has the ability to complete the Project, Development and own and operate the Development in full compliance with this Agreement, the Grant Documents and the Program Requirements.
 - (4) Any terms of the sale, transfer or conveyance shall not jeopardize the transferee Grantee's ability to comply with all Grant Documents and the Program Requirements.

- c. The Authority may grant its approval for a sale, transfer or conveyance of the Property or Development subject to such terms and conditions as may be necessary to preserve or establish the fiscal integrity of the Development or to ensure compliance with this Agreement, the other Grant Documents and the Program Requirements. Such conditions may include, but are not limited to, the deposit of sales proceeds, or a portion thereof with a trustee agreed upon by the transferor Grantee, the transferee Grantee and the Authority, to maintain required reserves or to offset negative cash flow.

- d. If Grantee or its successor in interest is a limited partnership, the execution and delivery of the purchase option and right of first refusal agreement described in the partnership agreement shall not constitute a default under the Grant Documents, provided that such purchase option is and remains subordinate to the documents securing the Grant. Any

REGULATORY AGREEMENT

requisite consent of the Authority to (a) the exercise of said purchase option and right of first refusal agreement by the Development sponsor identified therein, and to (b) the assumption without penalty of Grant obligations by the Development sponsor and the release of Grantee from such obligations shall not be unreasonably withheld, but may be conditioned upon the execution of an operating guaranty from the Grantee in form provided by the Authority. Subject to any such consent requirement, the exercise of rights under such agreement shall not constitute a default under the Grant Documents.

- e. If Grantee or its successor in interest is a limited partnership and the purchase option and right of first refusal agreement described in the partnership agreement is not exercised and the Development is sold subject to low-income housing use restrictions contained in this Agreement, the requisite consent of the Authority to said sale, and to the assumption without penalty of Grant obligations by the purchaser and the release of Grantee from such obligations, shall not be unreasonably withheld, but may be conditioned upon, among other requirements, the execution of an operating guaranty from the Grantee in form provided by the Authority.
- f. The Grantee agrees that if it is organized as a partnership or other legal entity, Grantee shall not dissolve the partnership or other legal entity prior to the expiration of the term of this Agreement, without the prior written approval of the Authority.

10. Violation of Agreement by Grantee.

- a. In the event of the Grantee's breach, violation or default in the performance of any covenant, agreement or obligation of the Grantee set forth in this Agreement including, but not limited to, Grantee's covenant to perform its obligations under the Grant Documents, the Authority shall give the Grantee written notice in the manner specified in paragraph 22 of this Agreement, specifying the nature of the violation, breach or default and the action needed to cure. If the default, breach or violation is not cured to the satisfaction of the Authority within the time period specified in the notice, which shall not be less than the applicable time to cure as stated in paragraph 11 of this Agreement, the Authority may declare a default hereunder and may take any one or more of the following actions:
 - (1) Apply to any court, state or federal, for specific performance of this Agreement or for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement, or for such other relief as may be appropriate. It is agreed by the Grantee that the injury to the Authority arising from a

REGULATORY AGREEMENT

default under any of the terms of this Agreement would be irreparable and that the amount of compensation, which would provide adequate relief to the Authority, in light of the purposes and requirements of the Program, would be impossible to ascertain.

- (2) Accelerate all amounts, including outstanding principal and interest, due under the terms of the Grant Documents and demand immediate repayment thereof.
 - (3) Seek such other appropriate remedies as may be available under the law.
- b. In the event that the breach or violation involves charging tenants rent or other charges in excess of those permitted under this Agreement, the Authority may demand the return of such excess rents or other charges to the affected households. If legal action is necessary to enforce the provisions of this Agreement, the Authority may seek the return of such overcharges to the affected households.
- c. The remedies of the Authority hereunder and under the other Grant Documents are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the Authority of any one or more of its other remedies.

11. Time to Cure.

- a. If a non-monetary event of default occurs under the terms of any of the Grant Documents, prior to exercising any remedies thereunder, the Authority shall give Grantee written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, as determined by the Authority in its sole discretion, Grantee shall have such period to effect a cure prior to exercise of remedies by the Authority under the Grant Documents, or such longer period of time as may be specified in the Grant Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Authority in its sole discretion, or such longer period if so specified, and if Grantee (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Grantee shall have such additional time as is determined by the Authority, in its sole discretion, to be reasonably necessary to cure the default prior to exercise of any remedies by the Authority. If Grantee or its successor in interest is a limited partnership, if Grantee fails to take corrective action or to cure the default within such a specified time, the Authority shall give Grantee written notice thereof, whereupon the limited partner may remove and

REGULATORY AGREEMENT

replace the general partner with a substitute general partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. In no event shall the Authority be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the Grant Documents.

12. Controlling Agreement.

- a. Grantee specifically agrees and acknowledges that, notwithstanding any internal accounting procedures or provision pertaining to the use of receipts, payments, reserves and distributions contained in its partnership or other organizational documents or agreements, the terms of this Agreement, the Grant Documents and the Program Requirements shall control as to the use of the funds provided under the Grant Agreement and all Operating Income from the Development.
- b. In the event of any inconsistencies or conflicts between the terms of this Agreement and the terms of the other Grant Documents, the terms of this Agreement shall control.

13. Assignment of Authority Rights. The Authority retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of Grantee's duties and obligations hereunder. In addition, the Authority may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

14. Amendment. This Agreement shall not be altered or amended except in writing, executed between or among all the parties.

15. Partial Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

16. Binding on Successors. This Agreement shall bind, and the benefits hereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, transfers, successors in interest and assigns, provided, however, that the Grantee may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior written approval of the Authority. The term "Grantee" as used herein shall include and apply to any person or entity succeeding to the legal, equitable, proprietary or possessory interest of Grantee in the Development.

REGULATORY AGREEMENT

17. Recording Agreement. This Agreement and all amendments hereto, shall be executed by each of the parties. This Agreement, or, where approved by the Authority in writing, a memorandum thereof, shall be recorded against the Property in the official records of the county in which the Development is situated.

18. Indemnification and Waiver.
 - a. Grantee agrees to indemnify the Authority and its agents, employees and officers against, and holds the Authority and its agents, employees and officers harmless from, any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees) of every name, kind and description, which the Authority may incur as a direct or indirect consequence of: (1) the making of the Grant to the Grantee; (2) Grantee's failure to perform any obligations as and when required by this Agreement or any of the other Grant Documents; (3) any failure at any time of any of Grantee's representations or warranties to be true and correct; (4) any act or omission by Grantee, any contractor, subcontractor, material supplier, engineer, architect or other person or entity with respect to the Property or the construction, management, maintenance or operation of the Development; or (5) the presence of any recognized environmental conditions at the Project, Development or on the Property. Grantee shall pay immediately upon the Authority's demand any amounts owing under this indemnity together with interest from the date the indebtedness arises until paid at the rate of ten percent (10%) per annum. Grantee's duty to indemnify and save harmless includes the duties to defend as set forth in section 2778 of the Civil Code. Grantee shall indemnify and hold harmless the Authority and its agents, officers and employees as set forth herein regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of the Authority, the Grantee or their respective agents, officers, employees, contractors or subcontractor; provided, however, that Grantee's duty to indemnify and hold harmless hereunder shall not extend to liability arising from the gross negligence or willful misconduct of the Authority. Grantee's duty to indemnify the Authority shall survive the term of this Agreement, the release and cancellation of the Note.

 - b. The Grantee waives and releases any and all rights to any types of express or implied indemnity against the Authority or its agents, officers or employees.

 - c. The Grantee expressly waives the protections of section 1542 of the Civil Code in relation to subparagraphs a. and b. above. Said section 1542 provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the

REGULATORY AGREEMENT

time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

19. No Waiver. No waiver by the Authority of any breach or violation of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach or violation thereof or default thereunder.
20. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.
21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. All code references herein refer to the California Codes, unless specifically indicated otherwise.
22. Notice. Except for any notice required under applicable law to be given in another manner, any notices, demands or communications between the parties hereto shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested or delivered by express delivery service with delivery receipt, to the address of the respective party as set forth below, or to such other address as the respective party may have designated by written notice given to the other party in the manner provided herein. Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered, the date on which delivery was refused, or the date on which delivery was attempted.
23. Attorneys' Fees. The prevailing party in any action to enforce this Agreement, including residents of Affordable Units, shall be entitled to reasonable attorneys' fees as determined by the trier of fact in that forum.
24. Authority's Approval, Etc. Whenever this Agreement or any of the other Grant Documents requires the approval, consent, or other determination by the Authority, the Authority shall act reasonably and in good faith.
25. Special Conditions. The Grantee agrees to comply with and be bound by the special conditions, if any, set forth in Exhibit C hereto.
26. Exhibits. The following exhibits are attached hereto, incorporated herein and made a part of this Agreement:

Exhibit A: Legal Description of the Property;
Exhibit B: Unit Designations and Rent/Sales Price Schedule and requirements for Supportive Housing Units or Special Needs Population Units; and

REGULATORY AGREEMENT

Exhibit C: Special Conditions.

27. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the Lender shall be deemed the original.

[Signatures of the Grantee and the Authority follow on page 13 of this Regulatory Agreement. The remainder of this page is intentionally left blank.]

REGULATORY AGREEMENT


IN WITNESS WHEREOF, the parties hereby execute and enter into this Agreement as of the date first set forth above and agree to be bound hereby:

AUTHORITY:

**California Pollution Control Financing
Authority**

Mailing Address:

CALReUSE Remediation Program
915 Capitol Mall, Room 457
Sacramento, California 95814

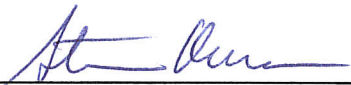
By: _____
~~Michael Paparian, Executive Director~~ 

GRANTEE:

**Richmond Community Redevelopment
Agency**

Mailing Address:

440 Civic Center Plaza
Richmond, California 94804

By: 
[Original Signature]

Name: Steve Duran

Title: Executive Director

Signed in counterpart.

ALL-PURPOSE ACKNOWLEDGMENT

State of California) ss.
County of Contra Costa)

On October 18, 2010, before me, **Debra Vaca, Notary Public**, personally appeared Steve Duran, who proved to me on the basis of satisfactory evidence to be the **person(s)** whose **name(s)** is/are subscribed to the within instrument and acknowledged to me that **he/she/they** executed the same in **his/her/their** authorized **capacity(ies)**, and that by **his/her/their signature(s)** on the instrument the **person(s)**, or the entity upon behalf of which the **person(s)** acted, executed the instrument.

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

WITNESS my hand and official seal.

Debra Vaca
Signature of Notary Public



NAME OF DOCUMENT NOTARIZED: Regulatory Agreement

REGULATORY AGREEMENT


IN WITNESS WHEREOF, the parties hereby execute and enter into this Agreement as of the date first set forth above and agree to be bound hereby:

AUTHORITY:

**California Pollution Control Financing
Authority**

Mailing Address:

CALReUSE Remediation Program
915 Capitol Mall, Room 457
Sacramento, California 95814

By: 
Renee Webster-Hawkins, Executive Director

GRANTEE:

**Richmond Community Redevelopment
Agency**

Mailing Address:

440 Civic Center Plaza
Richmond, California 94804

By: _____
[Original Signature]

Name: Steve Duran

Title: Executive Director

Signed in counterpart.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

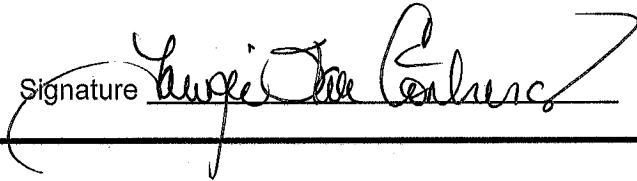
On January 13, 2017 before me, Tawnia Starr Contreras, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT A TO REGULATORY AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

**128 South 45th Street
 99 South 47th Street
 4606 Florida Avenue
 223 South 47th Street
 130 South 47th Street
 4733 Wall Avenue
 4737 Wall Avenue
 4809 Wall Avenue
 4855 Wall Avenue
 Richmond, Contra Costa County, California 94804**

As further described below:

| Parcel Number | Address | City | County |
|----------------------|------------------------------|-------------|---------------|
| 513-321-001 | 128 So. 45 th St. | Richmond | Contra Costa |
| 513-321-002 | N/A | | |
| 513-321-003 | 99 So. 47 th St. | | |
| 513-321-018 | 223 So. 47 th St. | | |
| 513-322-023 | 4606 Florida Ave. | | |
| 513-322-024 | N/A | | |
| 513-322-025 | N/A | | |
| 513-322-037 | N/A | | |
| 513-322-038 | N/A | | |
| 513-330-001 | 130 So. 47 th St. | | |
| 513-330-002 | 4733 Wall Ave. | | |
| 513-330-003 | 4737 Wall Ave. | | |
| 513-330-006 | 4809 Wall Ave. | | |
| 513-330-007 | N/A | | |
| 513-330-013 | N/A | | |
| 513-330-014 | N/A | | |
| 513-330-005 | 4855 Wall Ave. | | |

EXHIBIT B TO REGULATORY AGREEMENT

I. UNIT DESIGNATIONS AND RENT SCHEDULE

Grantee shall comply with rent provisions of all regulatory agreements regulating the Property.

The initial Operating Year is expected to begin: **December 2014.**

During the Initial Operating Year:

- A. Grantee shall charge rents for Affordable Units that do not exceed rents applicable to the Area Median Income as identified in the Grantee's Application, and arrived at through the calculation set forth in Section 50053 of the Health & Safety Code.
- B. Grantee shall not charge rents for non-Restricted Units in amounts less than the Rents charged for Affordable Units.

After the initial Operating Year, rents may be increased one time in any twelve months in amounts arrived at through calculations established in the Regulations.

Rental Unit Mix:

| No. of Bedrooms | Total Units | Income Limit |
|-----------------|-------------|--------------|
| N/A | 79 | ≤ 50% AMI |
| N/A | 1 | Manager Unit |
| Totals | 80 | |

EXHIBIT B TO REGULATORY AGREEMENT

II. UNIT DESIGNATIONS AND SALES PRICE SCHEDULE

Grantee shall comply with sales price provisions of all regulatory agreements regulating the Property.

- A. Grantee and subsequent owners of Affordable Units shall charge sales prices for Affordable Units that do not exceed sales prices applicable to the Area Median Income (AMI) as identified in the Grantee's Application, and arrived at through the calculation set forth in Section 50052.5 of the Health & Safety Code.
- B. Grantee and subsequent owners of Affordable Units shall not charge sales prices for non-Restricted Units in amounts less than the sales prices charged for Affordable Units.
- C. Sale of ownership units shall only be to qualified households.

For-Sale Unit Mix:

| No. of Bedrooms | Total Units | Income Limit |
|-----------------|-------------|--------------|
| N/A | 30 | ≤ 120% AMI |
| N/A | 170 | Unrestricted |
| Totals | 200 | |

EXHIBIT B TO REGULATORY AGREEMENT

III. SUPPORTIVE HOUSING UNITS REQUIREMENTS

- A. For the full term of this Agreement, Grantee shall restrict occupancy of 79 Rental Units within the Development as Supportive Housing Units to be occupied by Eligible Households which are United States Department of Housing and Urban Development Section 202 Supportive Housing for the Elderly.

EXHIBIT C TO REGULATORY AGREEMENT

Special Conditions.

There are no special conditions.

FREE RECORDING IN
ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTION
27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

California Pollution Control Financing
Authority
CALReUSE Remediation Program
915 Capitol Mall, Rm. 457
Sacramento, CA 95814



CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk - Recorder
DOC - 2017 - 0023168 - 00



Check Number
Monday, FEB 06, 2017 11:52:53

FRE \$0.00

Ttl Pd \$0.00

Nbr - 0002843345

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CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

**CALIFORNIA RECYCLE UNDERUTILIZED SITES (CALREUSE)
REMEDATION PROGRAM**

FIRST AMENDMENT TO REGULATORY AGREEMENT

This Amendment to the Regulatory Agreement (the "Agreement") dated October 18, 2010, effective as of December 21, 2016, is made and entered into by and between **City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency**, a public entity created and organized pursuant to Health and Safety Code section 34173 (the "Successor Agency" or "Grantee"), and the **California Pollution Control Financing Authority**, a public agency of the State of California (the "Authority").

RECITALS:

- A. The former Richmond Community Redevelopment Agency (the "Former Redevelopment Agency") and the Authority entered into that certain Regulatory Agreement for the Grant (defined below) dated October 18, 2010 (the "Regulatory Agreement dated October 18, 2010").
- B. Pursuant to AB 1x 26, enacted on June 28, 2011; AB 1484, enacted on June 27, 2012; and SB 107, enacted on September 22, 2015 (collectively, the "Dissolution Law"), all redevelopment agencies in California were dissolved as of February 1, 2012. As set forth in the Dissolution Law, all authority, rights, powers, duties and obligations previously vested with former redevelopment agencies under the Community Redevelopment Law, were vested in the successor agencies.
- C. Pursuant to the Dissolution Law, the Successor Agency is responsible for the affairs of the Former Redevelopment Agency, including without limitation the

FIRST AMENDMENT TO REGULATORY AGREEMENT

obligation to comply with the terms of the Regulatory Agreement dated October 10, 2010.

- D. The Regulatory Agreement dated October 18, 2010, and this Amendment shall remain in full force and effect until such time as it is superseded by an independent Regulatory Agreement, as defined in Section 8102(u) of the CALReUSE Program Regulations, or Recorded Covenant, as defined in 8102(s), between the Grantee and a separate public agency that is in effect and binds the Grantee to at least the depth and term of affordability specified in the approved application. The Authority shall approve the independent Regulatory Agreement or Recorded Covenant prior to conclusion of the term of the Regulatory Agreement dated October 18, 2010 upon notice of the filing of such document.
- E. Grantee has applied to the Authority for an Infill Grant (the "Grant") for the cleanup of a brownfield and the development of a property located at 128 South 45th Street, 99 South 47 th Street, 4606 Florida Avenue, 223 South 47 th Street, 130 South 47 th Street, 4733 Wall Avenue, 4737 Wall Avenue, 4809 Wall Avenue, and 4855 Wall Avenue, Richmond, California 94804 as more completely described in Exhibit A of the Regulatory Agreement dated October 18, 2010 (the "Property"). Grantee's proposed Brownfield Infill Project (the "Project") and Infill Development Project, as submitted in the application to the Authority (the "Development"), will consist of 270 residential units, of which 109 units are to be occupied by Eligible Households as provided in the Regulatory Agreement dated October 18, 2010, within Exhibit B.
- F. The Authority has agreed to provide the Grant under the California Recycle Underutilized Sites Remediation Program(the "Program") pursuant to section 53545 of the Health and Safety Code and the CALReUSE Program Regulations, California Code of Regulations, Division 11 (commencing with Section 8090) of Title 4 (the "Regulations"). The obligations imposed on the Grantee by the Program, the Regulations, the Infill Grant Agreement and the Authority's policies and procedures are collectively referred to herein as the "Program Requirements."
- G. As required by the Program, the Grantee and the Authority have entered into that Infill Grant Agreement, dated **October 18, 2010**, regarding the Project and the Development, governing the terms of the Infill Grant (the "Grant Agreement").
- H. Also as required by the Program and in addition to the Grant Agreement, Grantee has executed or will execute such other documents and instruments as the Authority may reasonably require.

FIRST AMENDMENT TO REGULATORY AGREEMENT

- I. The Grant Agreement, the Regulatory Agreement, and such other documents and instruments as are reasonably required by the Authority are collectively referred to herein as the "Grant Documents."
- J. As further consideration for the Grant and in furtherance of the purposes of the Program, Grantee and the Authority entered into the Regulatory Agreement dated October 18, 2010. The purpose of that Agreement is to regulate and restrict the cleanup, construction, occupancy, rents, operation, ownership and management of the Development in compliance with Grantee's application and the Program Requirements.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The parcel number 513-321-018 shall be deleted from Exhibit A to the Regulatory Agreement dated October 18, 2010.
- 2. The for-sale unit mix described in Exhibit B, Part II of the Regulatory Agreement dated October 18, 2010, shall be amended as follows:

| No. of Bedrooms | Total Units | Income Limit |
|-----------------|-------------|--------------|
| N/A | 30 | ≤ 120% AMI |
| N/A | 160 | Unrestricted |
| Totals | 190 | |

- 3. Except as specifically amended herein, all terms, conditions, and covenants set forth in the Regulatory Agreement dated October 18, 2010, shall remain in full force and effect.

[Signatures of the Grantee and the Authority follow on page 4 of this Regulatory Agreement. The remainder of this page is intentionally left blank.]

FIRST AMENDMENT TO REGULATORY AGREEMENT

IN WITNESS WHEREOF, the parties hereby execute and enter into this Agreement as of the date first set forth above and agree to be bound hereby:

AUTHORITY:

**California Pollution Control Financing
Authority**

Mailing Address:

CALReUSE Remediation Program
915 Capitol Mall, Room 457
Sacramento, California 95814

Physical Address:

CALReUSE Remediation Program
801 Capitol Mall, Second Floor
Sacramento, California 95814

By: 

Renee Webster-Hawkins, Executive Director

GRANTEE:

**City of Richmond as Successor to the
Richmond Community Redevelopment
Agency**

Mailing Address:

440 Civic Center Plaza
Richmond, California 94804

By: 

[Original Signature]

Name: William Lindsay

Title: Executive Director, Successor Agency

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

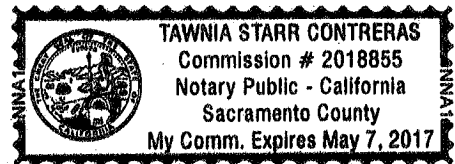
On January 13, 2017 before me, Tawnia Starr Contreras, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Tawnia Starr Contreras (Seal)



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

Certificate of Acknowledgement
State of California

County of Contra Costa

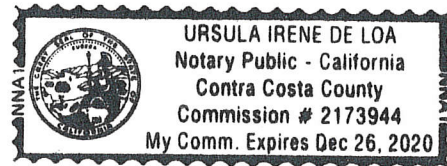
On 1/18/17, before me, Ursula Irene DeLoa, Notary Public
(notary)
personally appeared, William Lindsay,
(signer(s))

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

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

WITNESS my hand and official seal

Ursula Irene DeLoa
Signature of Notary Public



Place Notary Seal Above

Recorded at the Request of
Old Republic Title Company-
Oakland

City of Richmond As Successor Agency to the
Richmond Community Redevelopment Agency
February 8, 2017

11A014831

20179002993900026

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder

DOC 2017-0029939-00

Acct 2212-E Old Republic Title Company

Thursday, FEB 16, 2017 11:06:22

FRE \$0.00

Ttl Pd \$0.00

Kat/RC/1-26

Nbr-0002851890

SECOND AMENDMENT

to Regulatory agreement

**FREE RECORDING IN
ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTION
27383**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

California Pollution Control Financing
Authority
CALReUSE Remediation Program
915 Capitol Mall, Rm. 457
Sacramento, CA 95814

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

**CALIFORNIA RECYCLE UNDERUTILIZED SITES (CALREUSE)
REMEDATION PROGRAM**

*Signed in
Counterpart*

SECOND AMENDMENT TO REGULATORY AGREEMENT

This Second Amendment to the Regulatory Agreement dated October 18, 2010 and amended thereafter, effective on or after February 8, 2017 pursuant to Section 6 below ("this Agreement"), is made and entered into by and between **City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency**, a public entity created and organized pursuant to Health and Safety Code section 34173 (the "Successor Agency" or "Grantee"), and the **California Pollution Control Financing Authority**, a public agency of the State of California (the "Authority").

RECITALS:

- A. The former Richmond Community Redevelopment Agency (the "Former Redevelopment Agency") and the Authority entered into that certain Regulatory Agreement for the Grant (defined below in Recital E) dated October 18, 2010, as amended by that certain First Amendment to Regulatory Agreement dated December 21, 2016 between the Successor Agency and the Authority (the "Regulatory Agreement as amended"), both documents of which were executed but unrecorded against the subject parcels.
- B. Pursuant to AB 1x 26, enacted on June 28, 2011; AB 1484, enacted on June 27, 2012; and SB 107, enacted on September 22, 2015 (collectively, the "Dissolution Law"), all redevelopment agencies in California were dissolved as of February 1,

Recorded at the Request of
Old Republic Title Company-
Oakland

11A014934
City of Richmond As Successor Agency to the
Richmond Community Redevelopment Agency
February 8, 2017

SECOND AMENDMENT

to Regulatory agreement
**FREE RECORDING IN
ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTION
27383**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

California Pollution Control Financing
Authority
CALReUSE Remediation Program
915 Capitol Mall, Rm. 457
Sacramento, CA 95814

THIS DOCUMENT HAS BEEN
ELECTRONICALLY RECORDED. SEE
THE ATTACHED COVER PAGE FOR
RECORDING INFORMATION

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

**CALIFORNIA RECYCLE UNDERUTILIZED SITES (CALReUSE)
REMEDIATION PROGRAM**

*Signed in
Counterpart*

SECOND AMENDMENT TO REGULATORY AGREEMENT

This Second Amendment to the Regulatory Agreement dated October 18, 2010 and amended thereafter, effective on or after February 8, 2017 pursuant to Section 6 below ("this Agreement"), is made and entered into by and between **City of Richmond as Successor Agency to the Richmond Community Redevelopment Agency**, a public entity created and organized pursuant to Health and Safety Code section 34173 (the "Successor Agency" or "Grantee"), and the **California Pollution Control Financing Authority**, a public agency of the State of California (the "Authority").

RECITALS:

- A. The former Richmond Community Redevelopment Agency (the "Former Redevelopment Agency") and the Authority entered into that certain Regulatory Agreement for the Grant (defined below in Recital E) dated October 18, 2010, as amended by that certain First Amendment to Regulatory Agreement dated December 21, 2016 between the Successor Agency and the Authority (the "Regulatory Agreement as amended"), both documents of which were executed but unrecorded against the subject parcels.
- B. Pursuant to AB 1x 26, enacted on June 28, 2011; AB 1484, enacted on June 27, 2012; and SB 107, enacted on September 22, 2015 (collectively, the "Dissolution Law"), all redevelopment agencies in California were dissolved as of February 1,

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2012. As set forth in the Dissolution Law, all authority, rights, powers, duties and obligations previously vested with former redevelopment agencies under the Community Redevelopment Law, were vested in the successor agencies.

- C. Pursuant to the Dissolution Law, the Successor Agency is responsible for the affairs of the Former Redevelopment Agency, including without limitation the obligation to comply with the terms of the Regulatory Agreement as amended, and this Agreement upon its effective date.
- D. The Regulatory Agreement as amended, shall remain in full force and effect until such time as it is superseded by an independent regulatory agreement, as defined in Section 8102(u) of the CALReUSE Program Regulations, or Recorded Covenant, as defined in 8102(s), between the Grantee and a separate public agency that is in effect and binds the Grantee to at least the depth and term of affordability specified in the approved application (each, an "Independent Regulatory Agreement"). The Authority shall approve the independent Regulatory Agreement or Recorded Covenant prior to conclusion of the term of the Regulatory Agreement as amended upon notice of the filing of such document.
- E. Grantee applied to the Authority for an Infill Grant (the "Grant") for the cleanup of a brownfield and the development of a property located at 128 South 45th Street, 99 South 47th Street, 4606 Florida Avenue, 223 South 47th Street, 130 South 47th Street, 4733 Wall Avenue, 4737 Wall Avenue, 4809 Wall Avenue, and 4855 Wall Avenue, Richmond, California 94804 as more completely described in Exhibit A of the Infill Grant Agreement dated October 18, 2010 and amended on August 16, 2016 (the "Infill Grant Agreement "). Grantee's proposed Brownfield Infill Project (the "Remediation Project") and Infill Development Project (the "Development Project"), will consist of 270 residential units, of which 109 units are to be occupied by Eligible Households as provided in Exhibit A of the Infill Grant Agreement. The Regulatory Agreement as amended includes covenants on the entire Development Project.
- F. The Authority has agreed to provide the Grant under the California Recycle Underutilized Sites Remediation Program(the "Program") pursuant to section 53545 of the Health and Safety Code and the CALReUSE Program Regulations, California Code of Regulations, Division 11 (commencing with Section 8090) of Title 4 (the "Regulations"). The obligations imposed on the Grantee by the Program, the Regulations, the Infill Grant Agreement and the Authority's policies and procedures are collectively referred to herein as the "Program Requirements."

SECOND AMENDMENT TO REGULATORY AGREEMENT

- G. Also as required by the Program and in addition to the Infill Grant Agreement, Grantee has executed or will execute such other documents and instruments as the Authority may reasonably require.
- H. The Infill Grant Agreement, the Regulatory Agreement as amended, and such other documents and instruments as are reasonably required by the Authority are collectively referred to herein as the "Grant Documents."
- I. As further consideration for the Grant and in furtherance of the purposes of the Program, Grantee and the Authority entered into the Regulatory Agreement as amended. The purpose of the Regulatory Agreement as amended is to regulate and restrict the cleanup, construction, occupancy, rents, operation, ownership and management of the Development Project in compliance with Grantee's application and the Program Requirements.
- J. The Remediation Project is complete. On February 3, 2017, upon prior approval by the Authority, the Grantee transferred certain parcels which are part of the Development Project to Miraflores Senior, L.P. ("Developer"). Prior to the effective date hereof, Grantee will enter into that certain Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing dated as of February 1, 2017, by and among Miraflores Senior, L.P., California Department of Housing and Community Development and Grantee attached hereto as Exhibit C (the "IIG Covenant"). Once recorded, the IIG Covenant shall constitute an Independent Regulatory Agreement described in Recital D, above.
- K. Since the Infill Grant Agreement and Regulatory Agreement as amended were executed, the parcel numbers of the property defined in the Grant Documents have been changed by the county assessor. The property currently identified as Assessor Parcel Numbers 513-321-005 and 513-321-010 (collectively, the "Seniors Project") are the parcels subject to the transfer and IIG Covenant described above in Recital J. Upon the effectiveness of this Agreement, parcel numbers 513-321-005 and 513-321-010 shall in no way be encumbered by this Agreement. The remaining parcels included under the Infill Grant Agreement and subject to this Agreement are described in Exhibit A of this Agreement.
- L. Without affecting Grantee's obligations regarding the Brownfield Project and Development Project as described under the Infill Grant Agreement, this Agreement is intended to modify the Regulatory Agreement as amended, by limiting the applicability of this Agreement to the parcels described in Exhibit A of this Agreement and the dwelling units described in Exhibit B of this Agreement, and removing the Seniors Project from the applicability of this Agreement. The Authority and the Successor Agency acknowledge that failure to perform the affordability provisions set forth in Exhibit B of the IIG Covenant will be

SECOND AMENDMENT TO REGULATORY AGREEMENT

considered an Event of Default pursuant to Section 7.1(g) of the Infill Grant Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Exhibit A to the Regulatory Agreement as amended is hereby amended and restated in its entirety with the Exhibit A attached hereto.
2. Part I of Exhibit B to the Regulatory Agreement as amended is hereby deleted.
3. Part III of Exhibit B to the Regulatory Agreement as amended is hereby deleted.
4. Part II of Exhibit B to the Regulatory Agreement as amended describing the for-sale unit mix shall remain intact and be renamed as Exhibit B to this Agreement.
5. Except as specifically amended herein, all terms, conditions, and covenants set forth in the Regulatory Agreement as amended shall remain in full force and effect. This Agreement shall take effect if and only if the IIG Covenant, contained in Exhibit C of this Agreement, is recorded against Contra Costa County parcel numbers 513-321-005 and 513-321-010.
6. The following exhibits are attached hereto, incorporated herein, and made a part of this Agreement:

Exhibit A: Legal Description of the Property
Exhibit C: IIG Covenant

***[Signatures of the Grantee and the Authority follow on page 5 of this Agreement.
The remainder of this page is intentionally left blank.]***

SECOND AMENDMENT TO REGULATORY AGREEMENT

IN WITNESS WHEREOF, the parties hereby execute and enter into this Agreement as of the date first set forth above and agree to be bound hereby:

AUTHORITY:

**California Pollution Control Financing
Authority**

Mailing Address:

CALReUSE Remediation Program
915 Capitol Mall, Room 457
Sacramento, California 95814

Physical Address:

CALReUSE Remediation Program
801 Capitol Mall, Second Floor
Sacramento, California 95814

By: 

Renee Webster-Hawkins, Executive Director

GRANTEE:

**City of Richmond as Successor Agency
to the Richmond Community
Redevelopment Agency**

Mailing Address:

440 Civic Center Plaza
Richmond, California 94804

By: (SIGNED IN COUNTERPART)

Name: Richard Mitchell

Title: Acting Executive Director, City of Richmond as Successor Agency

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On February 9, 2017 before me, Tawnia Starr Contreras, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Tawnia Starr Contreras (Seal)
Tawnia Starr Contreras



SECOND AMENDMENT TO REGULATORY AGREEMENT

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AUTHORITY:

**California Pollution Control Financing
Authority**

Mailing Address:

CALReUSE Remediation Program
915 Capitol Mall, Room 457
Sacramento, California 95814

Physical Address:

CALReUSE Remediation Program
801 Capitol Mall, Second Floor
Sacramento, California 95814

By: (SIGNED IN COUNTERPART)
Reneé Webster-Hawkins, Executive Director

GRANTEE:

**City of Richmond as Successor Agency
to the Richmond Community
Redevelopment Agency**

Mailing Address:

440 Civic Center Plaza
Richmond, California 94804

By: 

Name: Richard Mitchell

Title: Acting Executive Director, City of Richmond as Successor Agency

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

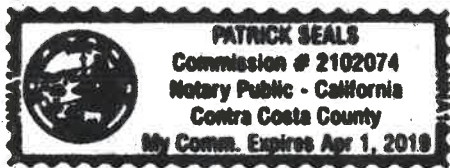
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On February 8, 2017 before me, Patrick Seals, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Richard Mitchell
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Patrick Seals

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: _____

Signer Is Representing: _____

SECOND AMENDMENT TO REGULATORY AGREEMENT

**EXHIBIT A
LEGAL DESCRIPTION**

The land referred to is situated in the County of Contra Costa, City of Richmond, State of California, and is described as follows:

PARCEL ONE:

BEING A PORTION OF THOSE PARCELS OF LAND DESCRIBED IN THE GRANT DEED TO RICHMOND COMMUNITY REDEVELOPMENT AGENCY RECORDED JUNE 30, 2006 AS DOCUMENT NUMBER 2006-208783, AND A PORTION OF THOSE PARCELS OF LAND DESCRIBED IN THE GRANT DEED TO RICHMOND COMMUNITY REDEVELOPMENT AGENCY RECORDED JUNE 30, 2006 AS DOCUMENT NUMBER 2006-208785, AND A PORTION OF THOSE PARCELS OF LAND DESCRIBED IN THE GRANT DEED TO RICHMOND COMMUNITY REDEVELOPMENT AGENCY RECORDED JUNE 30, 2006 AS DOCUMENT NUMBER 2006-208787, AND A PORTION OF PARCELS 2 AND 3, AS SAID PARCELS ARE DESCRIBED IN THE GRANT DEED TO THE CITY OF RICHMOND RECORDED AUGUST 4, 2015 AS DOCUMENT NUMBER 2015-161774, AND A PORTION OF SOUTH 47TH STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AND THE SOUTHWEST CORNER OF LOT 14, AS SAID LOT 14 IS SHOWN AND SO DESIGNATED ON THAT MAP ENTITLED "AMENDED MAP OF ALTA PUNTA TRACT", RECORDED APRIL 22, 1905, IN BOOK D OF MAPS, AT PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THENCE NORTH 00°41'22" EAST 210.00 FEET; THENCE NORTH 89°18'38" WEST 100.00 FEET; THENCE NORTH 00°41'22" EAST 110.00 FEET; THENCE ALONG SAID EAST LINE, NORTH 00°41'22" EAST 279.30 FEET TO THE EASTERLY PROJECTION OF THE NORTH LINE OF FLORIDA AVENUE; THENCE ALONG SAID EASTERLY PROJECTION AND SAID NORTH LINE, NORTH 89°18'38" WEST 297.45 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 00°41'22" EAST 349.20 FEET; THENCE NORTH 89°18'38" WEST 212.55 FEET TO THE EAST LINE OF SOUTH 45TH STREET; THENCE ALONG SAID EAST LINE, NORTH 00°41'22" EAST 189.41 FEET TO THE SOUTH LINE OF THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (B.A.R.T.) RIGHT-OF-WAY; THENCE ALONG SAID SOUTH LINE SOUTH 89°15'04" EAST 428.25 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 00°41'22" WEST 111.48 FEET; THENCE SOUTH 89°18'38" EAST 41.75 FEET; THENCE ALONG THE ARC OF A TANGENT 78.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 122.52 FEET; THENCE SOUTH 00°41'22" WEST 5.00 FEET; THENCE, SOUTH 89°18'38" EAST 18.17 FEET;

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THENCE ALONG THE ARC OF A TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $33^{\circ}12'56''$, AN ARC DISTANCE OF 14.49 FEET; THENCE SOUTH $56^{\circ}05'42''$ EAST 11.32 FEET; THENCE ALONG THE ARC OF A TANGENT 34.03 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $34^{\circ}48'11''$, AN ARC DISTANCE OF 20.67 FEET; THENCE SOUTH $00^{\circ}41'22''$ WEST 266.10 FEET, THENCE ALONG THE ARC OF A TANGENT 24.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $65^{\circ}01'47''$, AN ARC DISTANCE OF 27.24 FEET; THENCE SOUTH $27^{\circ}22'05''$ EAST 712.89 FEET TO THE NORTH LINE OF WALL AVENUE; THENCE ALONG SAID NORTH LINE, NORTH $89^{\circ}18'38''$ WEST 213.69 FEET TO SAID POINT BEGINNING.

PARCEL TWO:

BEGINNING AT THE NORTHEAST CORNER OF LOT 17, AS SAID LOT 17 IS SHOWN AND SO DESIGNATED ON THAT MAP ENTITLED "AMENDED MAP OF MOUND TRACT", RECORDED APRIL 12, 1906, IN BOOK 'F' OF MAPS, AT PAGE 118, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EAST LINE OF SAID TRACT (FM118), SOUTH $00^{\circ}41'22''$ WEST 162.1 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, THENCE ALONG THE SOUTH LINE OF SAID TRACT, NORTH $89^{\circ}18'38''$ WEST 200.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH $00^{\circ}41'22''$ EAST 162.1 FEET TO THE SOUTH LINE OF FLORIDA AVENUE, THENCE ALONG SAID SOUTH LINE OF FLORIDA AVENUE, SOUTH $89^{\circ}18'38''$ EAST 200.00 FEET TO SAID POINT OF BEGINNING.

APN'S: 513-321-006, 007(PTN); 513-322-023, 024, 025, 037, 038(PTN), 513-330-001(PTN), 002(PTN), 005(PTN), 006(PTN), 007(PTN), 013 & 014

SECOND AMENDMENT TO REGULATORY AGREEMENT

EXHIBIT C

FREE RECORDING IN
ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Infill Infrastructure Grant
Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

DECLARATION OF RESTRICTIVE COVENANTS FOR THE DEVELOPMENT AND OPERATION OF AFFORDABLE HOUSING

This Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing (the "Declaration") dated on or about February 1, 2017 for reference purposes only, by Miraflores Senior L.P., a California limited partnership its successors, assigns and transferees (the "Owner"), is hereby given to and on behalf of the California Department of Housing and Community Development, an agency of the State of California (the "Department"); this Declaration is also entered into by the Successor Agency to the Richmond Community Redevelopment Agency, also known as the City of Richmond as Successor Agency to the Richmond Community Development Agency, (the "Successor Agency Obligee"), as set forth herein. Owner and Successor Agency Obligee shall be collectively referred to herein as "Parties."

RECITALS

This Declaration affects that certain real property commonly known as 150 South 45th Street, Richmond CA 94804 and located in the City of Richmond, County of Contra Costa, State of California, as more particularly described in the Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference (the "Property") and is entered into based on the following facts and understandings:

1. Recipient and the Department entered into an agreement 13-IIG-9298 dated on or about February 1, 2017 (the "Standard Agreement"), under the Infill

Declaration of Restrictive Covenants - IIG Program
Owner: Miraflores Senior Apartments L.P.
Project: Miraflores Senior Apartments
Rev: 09-05-14
Prep: FINAL-02/07/2017
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Infrastructure Grant Program (the "**Program**"). The Program was funded by Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006 and is authorized by Part 12 of Division 31 of the Health and Safety Code (commencing with Section 53545.13). The primary objective of the Program is to promote infill housing development. The term "Recipient", as used in this Declaration, shall include, both separately and collectively, the following entities: City of Richmond acting in its capacity as a municipal corporation of the County of Contra Costa, State of California; Eden Housing, Inc., a California nonprofit public benefit corporation; Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation; and City of Richmond as Successor Agency to Richmond Community Redevelopment Agency, a public body corporate and politic.

2. Pursuant to the terms of the Standard Agreement, the Department agreed to provide Recipient with a grant under the Program (the "**Grant**") in an amount not to exceed \$3,312,544.00. The Standard Agreement requires Recipient to use the Grant to complete certain infrastructure improvements to the Property and to develop, or cause to be developed, a residential development containing affordable housing units (the "**Affordable Housing Development**") on the Property, all as specified in the Standard Agreement.

3. The Recipient and the Department also entered into a Disbursement Agreement dated of even date hereof governing the disbursement of funds from the Program Grant (the "**Disbursement Agreement**").

4. To ensure the construction and continued operation of the Affordable Housing Development and as consideration for the Program Grant, Owner agreed to enter into this Declaration, to restrict the development, use and occupancy of the Affordable Housing Development.

5. The term "Owner" as used in this Declaration shall include all successors, assigns and transferees of any or all of the Owner's interest in the Affordable Housing Development and the Property.

NOW, THEREFORE, Owner, in consideration of the Department's Grant to Recipient and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby covenants, agrees and declares that the Property shall be owned, held, used, maintained, and transferred pursuant to the following restrictive covenants (the "**Covenants**") and that such Covenants shall be binding upon all of Owner's successors, assigns and transferees to the Property, and all leases, tenants, contractors, agents, and all persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing.

SECOND AMENDMENT TO REGULATORY AGREEMENT

COVENANTS

1. **Construction, Operation and Maintenance of the Affordable Housing Development.** Owner, for itself and for any successors-in-interest to and transferees or assigns of the Property, hereby declares and covenants that the Property is restricted to the development and use of the Affordable Housing Development and uses ancillary to such housing and other uses as may be reasonably approved by the Department in its sole discretion. The Affordable Housing Development shall be comprised of, at the minimum, the number and size of units, have such occupancy and affordability restrictions and such other characteristics as are described in **Exhibit B, "Affordable Housing Development,"** attached hereto and incorporated herein by this reference.

2. **Repair and Maintenance of the Property and other Building or Improvements of the Affordable Housing Development.** Owner agrees:

- a. To keep the Property in a decent, safe, sanitary, rentable, tenantable condition and repair, and permit no waste thereof;
- b. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;
- c. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated as part of the Affordable Housing Development or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;
- d. To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to this Covenant;
- e. To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;
- f. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Department's prior written consent; and
- g. Not to alter the use of all or any part of the Property without prior written consent of the Department.

SECOND AMENDMENT TO REGULATORY AGREEMENT

3. Restrictions on Sale, Encumbrance, and Other Acts.

- a. Except with the Department's prior written approval, Owner shall not make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer in any other form of the Property or the Affordable Housing Development or of any of its interest in either of them.
- b. The Department may grant its approval for a sale, transfer or conveyance of the Property or the Affordable Housing Development subject to such terms and conditions as may be necessary to preserve or establish the fiscal integrity of the Property or the Affordable Housing Development or to ensure compliance with the Program Requirements.

4. Charges; Liens. Owner shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property or to the Affordable Housing Development, if any, by Owner making payment, when due, directly to the payee thereof. Owner shall promptly furnish to Department all notices of amounts due under this paragraph, and in the event Owner shall make payment directly, Owner shall promptly furnish to Department receipts evidencing such payments. Owner shall pay when due all encumbrances, charges, and liens, on the Property or to the Affordable Housing Development, any portion thereof and payments on notes or other obligations secured by an interest in the Property or Affordable Housing Development, any portion thereof, with interest in accordance with the terms thereof. Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, provided that Owner does so diligently and without prejudice to Department.

5. Hazard and Liability Insurance and Condemnation.

- a. The Owner shall at all times keep the Property and the Affordable Housing Development insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by the Department. All insurance policies and renewals thereof shall be issued by a carrier and in form acceptable to the Department.
- b. In the event of any fire or other casualty to the Property or Affordable Housing Development or eminent domain proceedings resulting in condemnation of the Property or Affordable Housing Development or any part thereof, Owner shall have the right to rebuild the Property or the Affordable Housing Development, and to use all available insurance or condemnation proceeds therefore, provided that, as determined by the Department in its sole

SECOND AMENDMENT TO REGULATORY AGREEMENT

discretion, (a) such proceeds are sufficient to rebuild the Property or Affordable Housing Development in a manner that ensures continued operation of the Affordable Housing Development and as consideration for the Program Grant, (b) the Department shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material breach or default then exists under the Grant. If the casualty or condemnation affects only part of the Property or Affordable Housing Development and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and/or partial repayment of the Grant.

6. **Covenants Run with the Land.** The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land. Owner expressly acknowledges and agrees that the Covenants are reasonable restraints on Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

7. **Binding Effect.** Any purchaser of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the Covenants set forth in this Declaration.

8. **Term of Declaration.** The Covenants in this Declaration shall be binding, effective and enforceable commencing upon the execution of this Declaration and shall continue in full force and effect for a period of not less than fifty-five (55) years for Rental Affordable Housing Developments after a certificate of occupancy or its equivalent has been issued for the Affordable Housing Development by the local jurisdiction or, if no such certificate is issued, from the date of initial occupancy of the Affordable Housing Development.

SECOND AMENDMENT TO REGULATORY AGREEMENT

9. **Building Permits.** Owner agrees not to apply for or accept any permits for the construction of improvements on the Property inconsistent with the Affordable Housing Development as described in **Exhibit B** hereto.

10. **Default.** The following shall constitute a default of this Declaration and shall entitle the Department to all of the remedies contained herein.

- a. Any default under the Standard Agreement or the Disbursement Agreement shall also be a default under this Declaration.
- b. Owner's failure to repay all disbursed Grant funds upon demand by the Department where construction of the Affordable Housing Development has not received building permits and begun within five (5) years from the date of the Program Grant award to include any granted extension of the deadline date.
- c. Failure to complete the Affordable Housing Development, as evidenced by a certificate of occupancy, within the period of time set forth in the Standard Agreement, but not more than eight (8) years from the date of the award of the Program Grant or any extension granted by the Department.

11. **Remedies.** The Department and its successors and assigns may use any or all of the following provisions in the event of a default or breach of this Declaration. The failure by the Department to exercise any specific right or remedy shall not preclude the Department from exercising any other right or remedy, or from maintaining any action to which it may otherwise be entitled at law or in equity:

- a. **Specific Performance.** The development, use and maintenance of the Property as an Affordable Housing Development in accordance with **Exhibit B** attached to this Declaration is of a special and unique kind and character, so that a breach of any material provision of this Declaration by Owner, its successors, assigns or transferees, would not have an adequate remedy at law. Therefore, the Department's rights in the affordable housing provisions may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.
- b. **Injunctive Relief.** In pursuing specific performance of the Covenants, the Department shall be entitled to petition the court for injunctive relief to preserve the Department's interests in the Property and its rights under this Declaration. Such injunctive relief

SECOND AMENDMENT TO REGULATORY AGREEMENT

may include, but is not limited to, an order of the court restraining any development of the Property inconsistent with the Covenants made herein.

- c. **Appointment of Receiver.** In conjunction with any other remedy provided herein or by law, the Department may apply to any court of competent jurisdiction for the appointment of a receiver to take over and operate the Property or the Rental Housing Development in accordance with the terms of this Declaration and the Standard Agreement.
- d. **Legal Actions.** In addition to any other rights and remedies, any party may institute a legal action to require the cure of any breach or default of the Covenants contained in this Declaration and to recover damages for any breach or default, or to obtain any other remedy consistent with the purpose of this Declaration. Damages may include, but are not limited to, reimbursement of the Department's Grant to Owner with interest at the highest rate permissible under applicable law. In any action seeking enforcement or interpretation of any of the terms or provisions of this Declaration, the prevailing party shall be awarded, in addition to damages, injunctive relief, or other relief, its reasonable costs and attorneys' fees.

12. **Department Review and Inspection.**

- a. At any time during the term of this Declaration, the Department or its designee may enter and inspect the Property and inspect all accounting records pertaining to the construction of the infill infrastructure projects funded by the Grant, and the development or operation of the Affordable Housing Development. Upon request by the Department, the Owner shall notify occupants of upcoming inspections of their units in accordance with state law.
- b. At the Department's request, the Owner shall provide, at Owner's expense, a special audit of the infill infrastructure projects funded by the Grant and the Affordable Housing Development certified by an independent certified public accountant. The Department may also perform or cause to be performed audits of any and all phases of the Owner's activities related to the Grant.
- c. The Department may request any other information that it deems necessary to monitor compliance with the Covenants and other requirements set forth in this Declaration and the Standard

SECOND AMENDMENT TO REGULATORY AGREEMENT

Agreement. The Owner shall provide such information within 14 days from the Department's written request for such information.

13. Owner Representations. Owner represents and warrants to the Department that: (1) Owner has sufficient interest in the Property to own, develop, construct and operate the Affordable Housing Development in accordance with this Declaration, (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Declaration, (3) Owner has the full right and authority to enter into this Declaration, (4) this Declaration constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms, and (5) Owner is duly organized and authorized to do business in the State of California.

14. Governing Law. This Declaration shall be interpreted and be governed by the laws of the State of California.

15. Severability. Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

16. Successor Agency Oblige. The Successor Agency Oblige shall, in addition to the Owner, perform and be responsible for satisfying all the duties and obligations required of the Owner as set forth herein. Both Successor Agency Oblige and Owner shall be jointly and severally liable for all the duties required of Owner as set forth above in this document. Any breach or default under this document may be pursued against the Successor Agency Oblige as if it were the Owner. Successor Agency Oblige shall have the right and the obligation to enforce all the terms set forth in this document. This paragraph reflects the Successor Agency Oblige's express request that it be added as an obligated party in addition to Owner. The obligations set forth in this paragraph shall remain in-gross as to Successor Agency Oblige, and shall continue without regard to change in title.

IN WITNESS WHEREOF, the Parties have caused this Declaration to be signed by their duly authorized representatives, as of the day and year first written above.

SECOND AMENDMENT TO REGULATORY AGREEMENT

SUCCESSOR AGENCY OBLIGEE:

City of Richmond as Successor Agency to the Richmond Community
Redevelopment Agency, a public body corporate and politic

By: _____
Tim Jones
Its: Housing Director

OWNER:

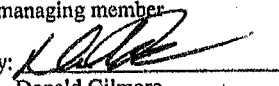
Miraflores Senior, L.P.,
a California limited partnership

By: Miraflores Senior LLC,
a California limited liability company,
its general partner

By: Eden Housing, Inc.,
a California nonprofit public benefit corporation,
its manager

By: 
Linda Mandolini
Its: President

By: Community Housing Development Corporation,
a California nonprofit public benefit corporation,
a managing member

By: 
Donald Gilmore
Its: Executive Director

All signatures must be acknowledged.

SECOND AMENDMENT TO REGULATORY AGREEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Francisco)
On February 7, 2017 before me, Michael Wayne Kelley, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Linda Mandolini and Donald Gilmore
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public
Michael Wayne Kelley, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: _____

Signer Is Representing: _____

SECOND AMENDMENT TO REGULATORY AGREEMENT

SUCCESSOR AGENCY OBLIGEE:

City of Richmond as Successor Agency to the Richmond Community
Redevelopment Agency, a public body corporate and politic

By: Tim Jones
Tim Jones
Its: Housing Director

OWNER:

Miraflores Senior, L.P.,
a California limited partnership

By: Miraflores Senior LLC,
a California limited liability company,
its general partner

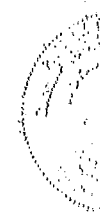
By: Eden Housing, Inc.,
a California nonprofit public benefit corporation,
its manager

By: _____
Linda Mandolini
Its: President

By: Community Housing Development Corporation,
a California nonprofit public benefit corporation,
a managing member

By: _____
Donald Gilmore
Its: Executive Director

All signatures must be acknowledged.



SECOND AMENDMENT TO REGULATORY AGREEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

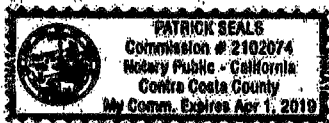
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa
On February 8, 2017 before me, Patrick Seals, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Timothy Jones
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Patrick Seals
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Declaration Retract Document Date: Feb 1, 2017
Number of Pages: _____ Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

SECOND AMENDMENT TO REGULATORY AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Contra Costa, City of Richmond, State of California, and is described as follows:

Parcel One:

Parcel 1, as shown and described in that certain Lot Line Adjustment PLN15-369, executed by the City of Richmond, recorded August 4, 2015 in Official Records, under Recorder's Series No. 2015-0161774.

Parcel Two:

A non-exclusive easement for public utilities, as an appurtenance to Parcel One, above, over that portion of Parcel 3, as shown and described in that certain Lot Line Adjustment PLN15-369, executed by the City of Richmond, recorded August 4, 2015 in Official Records, under Recorder's Series No. 2015-0161774, as granted in the Right of Entry and Easement Agreement, recorded February 3, 2017, Instrument No. 2017-0022639.

Parcel Three:

An easement for Storm and Sewer facilities, as an appurtenance to Parcel One, above, over that portion of Parcel 3, as shown and described in that certain Lot Line Adjustment PLN15-369, executed by the City of Richmond, recorded August 4, 2015 in Official Records, under Recorder's Series No. 2015-0161774, as granted in the Right of Entry and Easement Agreement, recorded February 3, 2017, Instrument No. 2017-0022639

Parcel Four:

A non-exclusive easement for Emergency Vehicle Access, Pedestrian and Vehicular Access and Trash Collection Access, as an appurtenance to Parcel One, above, over that portion of Parcel 3, as shown and described in that certain Lot Line Adjustment PLN15-369, executed by the City of Richmond, recorded August

SECOND AMENDMENT TO REGULATORY AGREEMENT

4, 2015 in Official Records, under Recorder's Series No. 2015-0161774 as granted in the Right of Entry and Easement Agreement, recorded February 3, 2017, Instrument No. 2017-0022639.

Parcel Five:

A non-exclusive easement for sidewalk, as an appurtenance to Parcel One, above, over that portion of Parcel 3, as shown and described in that certain Lot Line Adjustment PLN15-369, executed by the City of Richmond, recorded August 4, 2015 in Official Records, under Recorder's Series No. 2015-0161774 as granted in the Right of Entry and Easement Agreement, recorded February 3, 2017, Instrument No. 2017-0022639.

APN 513-321-005 and 513-321-010

SECOND AMENDMENT TO REGULATORY AGREEMENT

EXHIBIT "B"

**AFFORDABLE HOUSING DEVELOPMENT
 (Qualifying Infill Project)**

| Address: 150 South 45th Street, Richmond, Contra Costa County, CA 94804 | | | |
|---|-------------------|---------------------------------|--------------------------------|
| # of Bedrooms | # of Units | IIG Restricted | Income Limit (% of AMI) |
| 1 | 16 | 1 | 30% |
| 1 | 23 | 1 | 40% |
| 1 | 40 | 1 | 45% |
| 2 | 1 | 0 | Unrestricted Manager Unit |
| Total | 80 | 79 | |
| Net Density (see Guidelines sec. 302(c)) | | 51.25 du/acre (combined) | |

SECOND AMENDMENT TO REGULATORY AGREEMENT

- II. **Other Housing Development Requirements**
 - A. The required average net density is 51.25 units per acre.