

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT
PELICAN COMMUNITIES, LLC
(3911 University Avenue and 3775 Fairmount Boulevard, Riverside, California,
APN Nos. 213-261-029 & 214-252-019)

This Purchase, Sale, and Development Agreement (“**Agreement**”) is entered into this day of _____, 2024 (“**Effective Date**”), by and between **The CITY OF RIVERSIDE**, a California charter city and municipal corporation (“**Seller**”) and **PELICAN COMMUNITIES, LLC**, a California limited liability company (“**Buyer**”). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

RECITALS

A. On October 9, 2020, the State of California adopted Assembly Bill No. 1486 (“AB 1486”), which provides the following: “The Legislature reaffirms its declaration that housing is of vital statewide importance to the health, safety, and welfare of the residents of this state and that provision of a decent home and a suitable living environment for every Californian is a priority of the highest order. The Legislature further declares that a shortage of sites available for housing for persons and families of low and moderate income is a barrier to addressing urgent statewide housing needs and that surplus government land, prior to disposition, should be made available for that purpose.” (Gov. Code sections 54220 et seq. and also known as the “Surplus Land Act” or the “SLA”.)

B. In compliance with Section 2 of AB 1486, and pursuant to Government Code sections 54220, et seq., Seller declared certain property surplus and on August 21, 2020, Seller issued Notices of Availability of certain surplus property to the California Department of Housing and Community Development’s (“HCD”) approved List of Affordable Housing Developers. In that notice, Seller indicated neither the Seller nor the City of Riverside’s Housing Authority had any funding available to subsidize the production of affordable housing units and that the subject surplus properties were intended to be sold subject to a current fair market value appraisal. During the required 60-day period, a proposal was received from Overland Pelican Riverside (an affiliate of Buyer) to purchase the property for the purposes of developing a 392-bed mixed-use student housing project and parking structure.

C. Seller submitted documentation and verbal assurances to HCD and on May 18, 2023, HCD issued a letter to Seller indicating that Seller had met all of the requirements under the SLA for the purposes of disposing of the surplus land as referenced in this Agreement. A true and correct copy of that letter is attached as Exhibit “I” and incorporated herein by this reference. Buyer will provide 10% of the rental units to students at affordable rents as specified in the Regulatory Agreement (Exhibit “D”).

D. The City of Riverside desires to reserve sixty (60) parking stalls in the Project for public use.

ARTICLE I
AGREEMENT OF SALE

1.1 **Property.** Seller owns certain real property located at 3911 University Avenue and 3775 Fairmount Boulevard, Riverside, California, known as Assessor's Parcel Numbers 213-261-029 & 214-252-019 ("**Property**"), more particularly described in Exhibit "A," Legal Description, and depicted in Exhibit "B," Plat Map, both attached hereto and incorporated herein by reference. The Property is located adjacent to the City of Riverside Main Library ("Main Library"). The term "Property" shall also include all of Seller's interest in all rights, privileges, easements and appurtenances benefiting the real property and all transferable intangible property with respect to the real property.

1.2 **Intention.** Buyer desires to purchase in fee the Property from Seller to develop a multi-story, mixed-use retail/residential housing project and a parking structure ("**Project**"). The current vision for the project is for the Buyer to develop a 392-bed, mixed-use student housing project and a parking structure that restricts ten percent (10%) of the beds to students of low or moderate income, as defined in the Regulatory Agreement, for a minimum of Fifty-Five (55) years with the final density and development of the project subject to approvals outlined in Section 2.4 below. It is the current intent that the student housing units could serve all City of Riverside college students including Riverside Community College ("**RCC**"), University of California Riverside ("**UCR**"), Cal Baptist University and La Sierra University. Seller desires to sell and convey the Property to Buyer and be granted a perpetual easement for sixty (60) parking stalls in the parking structure for public use, as referenced in Recital D above.

1.3 **Incomplete Legal Description.** If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of a title company to issue a title policy hereinafter described.

1.4 **Due Diligence.** Buyer shall have one hundred and twenty (120) days following the Effective Date (the "**Contingency Date**") to perform, in its sole discretion, its due diligence review of the condition of Property and all other matters concerning the Property, including without limitation, condition of title, economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property ("**Due Diligence Period**"). Following the opening of Escrow, Seller shall make available to Buyer (a) all documents and materials in Seller's possession respecting the Property, and (b) all reports and plans in Seller's possession respecting the adjacent Riverside Main Library as reasonably necessary for Buyer's development of the Project, including, without limitation, any existing soils and environmental reports, engineering data, seismic reports, WQMP reports, surveys, grading plans, topographical maps, and as-built plans (collectively, "**Documents and Materials**"). Prior to the Contingency Date, Buyer shall have made such inquiries, communicated with local, state and federal government agencies as it sees fit, retained such consultants, and taken such actions as Buyer deems necessary or appropriate to enter into this Agreement. Should Buyer, its contractors, consultants and agents require entry upon the Property for the purpose of surveying the same, making engineering and non-intrusive environmental tests and conducting such other non-intrusive investigations, Buyer shall provide notice to Seller and provide such insurance as Seller may require in accordance with Section 1.5 below and hold Seller harmless from any liability which may arise due solely to such entry;

provided, however, such obligation shall not be applicable to Buyer's discovery of any pre-existing adverse physical or environmental condition at the Property. Seller authorizes Buyer to make all inquiries of appropriate governmental authorities with respect to the Property, as Buyer, in its good faith and reasonable judgment deems necessary to satisfy itself as to the condition of title to the Property and the feasibility of any proposed development on the Property. Buyer may unilaterally extend the term of the Due Diligence Period by up to forty-five (45) days by sending written notice to Seller prior to the expiration of the then-current term. If Buyer fails to give such notice on or before the expiration of the Due Diligence Period, as the same may be extended, Buyer shall be deemed to have accepted the Property and proceed with this Agreement.

1.5 **Right of Entry.** After Seller's execution of this Agreement and during Escrow, Seller grants to Buyer and its agents, employees, contractors or subcontractors, the right to enter into and upon the Property for the purpose of conducting a Phase 1 Environmental Site Assessment, soil testing, environmental and engineering studies, and such further engineering, grading, archeological, geological or survey work as may be required for the preparation by Buyer of its development plans for the Property provided that the Buyer obtains prior written approval from Seller before any intrusive testing is allowed. Buyer shall provide Seller with forty-eight (48) hours' notice prior to such entry. Prior to entry Buyer shall provide Seller with all certificates of insurance and additional insured endorsements in the amounts reasonably required by Seller, such as, but not limited to commercial general, workers' compensation and automobile. Buyer agrees to keep the Property free and clear of any liens or encumbrances that may arise out of Buyer's inspection of and activities on the Property. All costs, expenses, liability or charges incurred in or related to the performance of any and all of such studies and work on the Property including the preparation by Buyer of any plans or maps or other documents related thereto shall be at the sole cost and expense of and shall be paid by Buyer. Buyer hereby agrees to repair any damage done to the Property by Buyer, its agents, employees, servants or nominees resulting from such entry, and Buyer shall restore the Property, to the same or similar condition as existed on the Effective Date. Buyer shall not have any such obligation if Escrow closes and title to the Property vests in Buyer. The right to enter the Property shall be co-extensive with the period during which Escrow is open, or any extension thereof.

1.6 **Insurance.** During the exercise of the right of entry in Section 1.5 above, Buyer shall maintain commercial general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger. Buyer shall name Seller as an additional insured under its policy and shall provide a Certificate of Insurance and said endorsement to Seller prior to exercising its rights under Section 1.5.

1.7 **Assumption of the Risk.** Subject to the other provisions of this Agreement, Buyer agrees, that by its acceptance of the Property under Section 1.4, it assumes the risk that an adverse condition of the Property may not have been revealed by its own Due Diligence. On Buyer's acceptance, Seller shall have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including defects in improvements, noncompliance with applicable laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's Due Diligence.

ARTICLE II PURCHASE PRICE, ESCROW, DEPOSIT AND BUYER'S OBLIGATION

2.1 **Purchase Price.** In consideration for the sale of the Property from Seller to Buyer, Buyer shall pay to Seller an amount equal to Two Hundred Dollars (\$200.00) (“**Purchase Price**”), and record a perpetual easement in favor of Seller for sixty (60) parking stalls (“**Parking Stalls**”) within the parking structure to be constructed by Buyer in connection with the Project for public use twenty-four (24) hours a day, seven (7) days a week; provided, however, that Buyer shall have the right to charge the public to use such parking spaces at or above the City’s parking rates for other City parking structures before and after the adjacent Main Library’s operating hours, as further referenced in Section 3.8.6. The Purchase Price shall be payable by Buyer to Seller in immediately available funds in accordance with the provisions and requirements of this Agreement. Seller and Buyer have each independently researched and obtained opinions regarding both the cost to construct the Parking Stalls and the value of the Property and, based on such research and opinions, acknowledge and agree that the cost to construct the Parking Stalls is greater than or equal to the full fair market value of the Property.

2.2 **Escrow.** Within ten (10) days following the Effective Date, Seller shall open an escrow (“**Escrow**”) with Stewart Title of California – Inland Empire Division, 7065 Indiana Avenue, Riverside, CA 92506 (“**Escrow Holder**”), for the purpose of consummating this Agreement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control.

2.3 **Deposit.** Within fifteen (15) days following the Effective Date, Buyer shall deliver a deposit in the amount of Fifty-Four Thousand Nine Hundred Dollars (\$54,900.00) (“**Deposit**”) to the Escrow Holder which will be applied towards the Purchase Price at the Close of Escrow; subject, however, to the Seller’s right to liquidated damages as set forth in Section 7.4 and 7.4.1 in the event of Buyer’s default. After ninety (90) days following the Contingency Date, Buyer’s Deposit shall become non-refundable but shall still be applied towards the Purchase Price at the Close of Escrow. If this Agreement is terminated after Buyer’s Due Diligence Period, the Deposit shall be released to Seller unless the parties agree to further extend the Agreement. Notwithstanding the foregoing, Ten Dollars (\$10.00) of the Deposit shall be non-refundable in all circumstances, which amount Seller and Buyer have bargained for and agreed to as independent consideration for Seller’s execution of this Agreement.

2.4 **Buyer’s Obligations During Escrow.** Within one hundred eighty (180) days following the Effective Date, Buyer shall submit an application to the Planning Division (“**Planning Division**”) of the City of Riverside (“**City**”) Community & Economic Development Department for required development entitlements for the proposed Project. Said application shall include:

- (a) If Seller deems necessary, a Tract or Parcel Map to consolidate the existing parcels for the development of the Project (“**Map**”);

- (b) Project Design Review of Buyer's proposed development of the Project including specific site plan and preliminary elevations, that are compatible and consistent, in the sole discretion of the City, with the design of the adjacent Main Library (“**Project Design**”);
- (c) Entitlements and environmental clearance for the Project including any anticipated conditional use permits and/or variances (“**Entitlements**”);
- (d) Project design amenities and operational policies and procedures designed to the Seller’s satisfaction to insure the safe, secure and harmonious maintenance and operation of a student housing project located within the downtown; and
- (e) Any other documents or applications required for the development of the Project.

2.5 Within at least thirty (30) days prior to Close of Escrow, Buyer shall have obtained discretionary governmental approval (“**Entitlement Approval**”) for the Map (if required), Project Design and Entitlements for the development of the Project (“**Entitlement Approval Date**”). The Entitlement Approval Date shall be defined as the expiration of the appeal period to the Map, Project Design and Entitlements and any associated environmental document to the same.

ARTICLE III CLOSING

3.1 **Close of Escrow.** Buyer shall complete all of Buyer’s Obligations as described in Section 2.4 above and Section 3.2 below by the Close of Escrow. Escrow shall close the earlier of: (i) thirty (30) months after the Effective Date; provided, however, that so long as Buyer is proceeding diligently to obtain Entitlements, at Seller’s sole discretion, Buyer shall have two (2) options to extend the Close of Escrow for up to ninety (90) days each (each, a “**Closing Extension Option**”) by delivering written notice to Seller on or before the fifth (5th) business day prior to the then scheduled Close of Escrow; or (ii) thirty (30) days following Buyer obtaining permits for the Project; but in no case can the Escrow close later than thirty (30) months following the Effective Date (“**Close of Escrow**”). Notwithstanding the foregoing, Buyer may elect to close on an earlier date in order to assist Buyer in obtaining financing, federal grants and/or equity for development of the Project. If the Escrow is not in a condition to close by the Close of Escrow due to the default of a party hereunder, any party who is not then in default, upon notice in writing to the Escrow Holder and the other party and so given on the Close of Escrow, may demand the return of their documents and cancel the Escrow. If no demand for cancellation is made, then Escrow will close as soon as possible. If the Close of Escrow occurs prior to the commencement of construction of the Project, then Buyer and Seller shall enter into a mutually approved and commercially reasonable lease (“**Lease**”) at the Close of Escrow, pursuant to which Seller will lease back the Property from Buyer in order to preserve the Property’s current use for Library ingress and egress and parking until the start of construction of the Project. The Lease shall include the following terms and conditions: (i) rent shall be One Dollar (\$1.00) per year, (ii) Seller shall maintain the Property in good condition

and repair during the term of the Lease, and (iii) the Lease shall terminate upon thirty (30) days' prior notice by the Seller or upon thirty (30) days' prior notice of start of construction of the Project.

3.2 Closing Documents.

3.2.1 Seller, prior to the Close of Escrow, shall deliver to Escrow Holder each of the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

- (a) A grant deed sufficient for recording, conveying the Property; and
- (b) All additional documents and instruments which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property in accordance with the terms of this Agreement, including, without limitation, a general assignment, a certificate of non-foreign status, a California Form 593, and the Reciprocal Easement Agreement (defined below).

3.2.2 Buyer, prior to the Close of Escrow, shall deliver to Escrow Holder each of the following items, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

- (a) The Purchase Price of the Property and any additional funds necessary to satisfy Buyer's obligation relating to the acquisition of the Property, subject to a credit in the amount of the Deposit and any other credits or pro-rations provided for in this Agreement;
- (b) Copies of Buyer's authority documents and/or such other documents evidencing Buyer's due existence and authority to enter into and consummate the transaction contemplated by this Agreement as Escrow Holder may require;
- (c) Evidence of Project Entitlements;
- (d) Evidence of Buyer's cash or financing to construct the Project along with a development pro-forma that shows the total construction costs for the Project;
- (e) A Schedule of Performance, which shall be in such form as that attached hereto as Exhibit "C" and incorporated herein by this reference setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished. The Schedule of Performance is subject to revision from time to time due to Permitted Delay events or as otherwise mutually agreed upon in writing between Buyer and the City. The Seller authorizes Seller's City Manager to make such revisions to

the Schedule of Performance as he/she deems reasonably necessary to effectuate the purposes of this Agreement;

- (f) A fully executed Regulatory Agreement with the City of Riverside, which shall be in such form as that attached hereto as Exhibit “D” and incorporated herein by this reference, so as to permit it to be recorded in the Riverside County Recorder’s Office;
- (g) A fully executed Notice of Affordability Restrictions on Transfer of Property with the City of Riverside, which shall be in such form as that attached hereto as Exhibit “E” and incorporated herein by this reference, so as to permit it to be recorded in the Riverside County Recorder’s Office;
- (h) A fully executed Reciprocal Easement Agreement as contemplated in Section 3.8.6 which shall be in such form as that attached hereto as Exhibit “F” and incorporated herein by this reference, so as to permit it to be recorded in the Riverside County Recorder’s Office;
- (i) A fully executed Covenant and Agreement re Sale of the Property to Tax-Exempt Entity as contemplated in Section 3.7 which shall be in such form as that attached hereto as Exhibit “G” and incorporated herein by this reference, so as to permit it to be recorded in the Riverside County Recorder’s Office;
- (j) A fully executed Covenant and Agreement for operational policies and procedures acceptable to Seller at Seller’s sole discretion to insure the safe, secure and harmonious maintenance and operation of a student housing project located within the downtown area as contemplated in Section 2.4(d), so as to permit it to be recorded in the Riverside County Recorder’s Office; and
- (k) All additional documents and instruments which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property in accordance with the terms of this Agreement.

3.3 **Taxes.** Buyer understands and acknowledges that Seller, as a public entity, is not being assessed for any real property taxes or for any special assessments. However, upon the Close of Escrow, Buyer understands and acknowledges that real property taxes and special assessments will be assessed against the Property and Buyer will be responsible for the same. Buyer agrees to hold Seller harmless for any and all real property taxes and/or special assessments on the Property assessed on and after Close of Escrow.

3.4 **Condition of Title.** Seller shall convey fee simple merchantable and insurable title of the Property to Buyer free and clear of all liens, restrictions, delinquent taxes and

assessments, and encumbrances as evidenced by an ALTA Extended Coverage Owner's Title Insurance Policy ("**Title Policy**") issued by a title insurance company to be selected by Buyer in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Property only matters approved in writing by Buyer. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Buyer, and upon the direction of the Buyer, Escrow Holder is hereby authorized and instructed to cause the reconveyance or partial reconveyance, as the case may be, as a debit from the closing proceeds to be paid to Seller, of any such monetary exceptions to Buyer's title to the Property at or prior to the Close of Escrow. If such proceeds are insufficient to pay all such encumbrances, Seller shall pay the deficiency.

3.5 **Costs.**

3.5.1 At the Close of Escrow, and as a debit from the closing proceeds to be paid to Seller, Seller shall be responsible for: (i) one-half the cost of any escrow charges imposed by the Escrow Holder (ii) the cost for a CLTA Standard form policy of title insurance for Buyer; (ii) 50% of the cost for escrow charges imposed by Escrow Holder; and (iii) any other expenses customarily charged to Seller in connection with similar transactions including its own attorneys' fees and transfer costs.

3.5.2 At the Close of Escrow, Buyer shall be responsible for: (i) all recording fees and any and all state, county, and local governmental transfer taxes, documentary or otherwise and any and all state, county, and local governmental transfer taxes, documentary or otherwise, and/or the cost of documentary stamps to be affixed to the instrument or instruments of conveyance (if obtained by Buyer); (ii) the extra cost of an extended ALTA owners title policy and associated costs if obtained by Buyer; (iii) one-half the cost of any escrow charges imposed by the Escrow Holder; (iv) any taxes disclosed in Section 3.3; and (v) any other expenses customarily charged to Buyer in connection with similar transactions including its own attorneys' fees.

3.6 **Brokerage Commissions.** The parties acknowledge that neither party has been represented by a broker with respect to this transaction. The parties hereby agree to indemnify, defend and hold the other party harmless from any and all claims that may arise in regard to any commission that may claimed to be owed.

3.7 **Sale to Tax-Exempt Entity.** At the Close of Escrow, Seller and Buyer shall enter into and record a covenant against the Property regarding property taxes ("Covenant"). The Covenant shall provide that if Buyer sells the Property to a tax-exempt college, university or other educational institution or any associated not-for-profit entity ("College") within forty (40) years following the acquisition of the Property, and the College obtains a property tax exemption with respect to the Property, then the College shall pay to the City, commencing upon the effectiveness of the exemption and each year thereafter for the remaining portion of such 40-year term, the City's share of the property taxes it would have received but for the exemption, based on the City's share of the property taxes in the year of the sale to College, as increased by two percent (2%) every year until the termination of such 40-year term.

3.8 **Closing Conditions.** Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof) on or prior to the Close of Escrow. In the event

Buyer terminates this Agreement due to the nonsatisfaction of any of such conditions, then Escrow Holder shall return the Deposit to Buyer.

3.8.1 **Seller's Obligations.** As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement and all of Seller's representations and warranties shall be true and correct when made and as of the Close of Escrow.

3.8.2 **Title Policy.** Title Company shall be irrevocably committed to issue the Title Policy subject only to those exceptions approved in writing by Buyer pursuant to Section 3.4 herein.

3.8.3 **No Burdens.** The Property and the Project shall not be subject to (i) any affordable or inclusionary housing requirements or in-lieu fees in excess of the Regulatory Agreement set forth in Section 1.2 above, (ii) any master marketing fees, (iii) any profit and/or price participation agreement, (iv) any proposed homeowners' association, or (v) any public or financing assessment districts, unless previously consented to by Buyer.

3.8.4 **No Moratorium.** There shall be no moratorium imposed by the City of Riverside which affects the Project.

3.8.5 **No Material Adverse Change.** There shall not have occurred any material adverse change to the physical or environmental condition of the Property after the Contingency Date.

3.8.6 **Reciprocal Easement Agreement.** Prior to the Close of Escrow, Seller and Buyer shall use good faith efforts to agree upon a commercially reasonable and recordable form of reciprocal easement agreement (the "**Reciprocal Easement Agreement**"), pursuant to which (a) Buyer shall grant to Seller, a perpetual easement ("**Parking Easement**") for sixty (60) parking stalls within the parking structure to be constructed and maintained by Buyer, at no cost to Seller, in connection with the Project for public use twenty-four (24) hours a day, seven (7) days a week; provided, however, that Buyer shall have the right to charge the public to use such parking spaces at or above City parking rates before and after the adjacent Main Library's operating hours, and (b) Seller shall grant to Buyer, for the benefit of the Property, a perpetual easement for access to utility lines and the WQMP facility, the right to improve or alter certain hardscape items, and other purposes which Seller and Buyer may mutually agree upon.

ARTICLE IV "AS-IS" PURCHASE

4.1 **As-Is Information.** Buyer acknowledges, agrees, represents, and warrants that, except as to Seller's representations and warranties contained herein: (a) any information supplied or made available by Seller, whether written or oral, or in the form of maps, surveys, plats, soils reports, engineering studies, environmental studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property, any and all records and other documents pertaining to the use of the Property, income thereof, the cost and expenses of maintenance thereof, and any and all other matters concerning the condition, suitability, integrity, marketability, compliance with law, or other attributes or

aspects of the Property, or a part thereof, if furnished to Buyer, is furnished solely as a courtesy; (b) **THE INFORMATION IS PROVIDED ON AN “AS-IS, WHERE-IS” BASIS AND SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION;** and (c) no representations have been made by Seller, or its agents or employees, in order to induce Buyer to enter into this Agreement. Without limiting the generality of the foregoing, Buyer acknowledges, agrees, warrants and represents to Seller that neither the Seller nor its agents or employees have made any representations or statements to Buyer concerning the Property's investment potential or resale at any future date, at a profit or otherwise, nor has Seller or its agents or employees rendered any advice or expressed any opinion to Buyer regarding any tax consequences of ownership of the Property.

4.2 **As-Is Property.** On the Close of Escrow, Buyer will be familiar with the Property and will have made such independent investigations as Buyer deems necessary or appropriate concerning the Property. Except as to Seller's representations and warranties contained herein, Seller makes no representations or warranties and specifically disclaims any representation, warranty or guaranty, oral or written, past, present or future with respect to the use, physical condition or any other aspect of the Property, the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, the financial earning capacity or expenses history of the operation of the Property, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, the existence or nonexistence of hazardous waste or other toxic materials of any kind, whether known or unknown and whether or not regulated or governed by applicable laws (including, without limitation, hydrocarbons or asbestos), or any other matter affecting the condition, stability, suitability or integrity of the Property or portion thereof.

4.3 **Negligence or Failure to Investigate.** Except as to Seller's representations and warranties contained herein, Seller shall not be responsible for any negligent misrepresentation or failure to investigate the Property on the part of Seller, any real estate broker or agent, or any other agent, contractor or employee of Seller or any third party.

4.4 **As-Is. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD AND ACCEPTED ON AN “AS-IS, WHERE-IS” BASIS, AND IS BEING ACCEPTED WITHOUT ANY REPRESENTATION OR WARRANTY, EXCEPT AS TO SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN. IF BUYER ELECTS TO PROCEED WITH THE PURCHASE OF THE PROPERTY, EXCEPT AS TO SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, ANY OBJECTIONS WHICH BUYER MAY HAVE WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL MATTERS, HAZARDOUS SUBSTANCES, WASTES OR TOXIC MATERIALS THAT MAY BE LOCATED ON, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN) SHALL BE**

WAIVED BY BUYER.

4.5 Past Uses. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES AS PART OF ITS ACCEPTANCE OF THE PROPERTY ON AN “AS-IS, WHERE-IS” BASIS THAT BUYER IS AWARE OF ALL PRIOR USES OF THE PROPERTY THAT MAY LEAD TO CONTAMINATION OF THE PROPERTY. BUYER HAS OBTAINED AND READ ALL ENVIRONMENTAL ASSESSMENTS REGARDING THE PROPERTY WHICH A REASONABLY DILIGENT BUYER WOULD HAVE OBTAINED PRIOR TO THE PURCHASE THEREOF. EXCEPT AS TO SELLER’S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, BUYER ASSUMES ALL RESPONSIBILITY FOR ANY CONTAMINATION THAT IS PRESENT ON THE PROPERTY DUE TO PRIOR AND/OR EXISTING USES OF THE PROPERTY.

4.6 Waivers. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY “AS-IS, WHERE-IS,” AND NOT AS A LIMITATION ON SUCH AGREEMENT, EXCEPT AS TO SELLER’S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY AND IT IMPROVEMENTS. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS AND CLAIMS OF EVERY KIND AND TYPE, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, ANY RIGHTS AND CLAIMS RELATING OR ATTRIBUTABLE TO ENVIRONMENTAL CONDITIONS, ALL OTHER ACTUAL OR LATER CREATED OR CONCEIVED OR STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SAID SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING ACKNOWLEDGMENTS, WAIVERS AND RELEASES SET FORTH IN THIS ARTICLE 4.

DH
DH
Buyer's Initials

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

5.1 Seller's Representations, Warranties and Covenants. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

5.1.1 Seller is a public body and has the full power and authority to enter into and carry out the agreements contained in, and transactions contemplated by, this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Seller have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Seller.

5.1.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or to the best of Seller's knowledge, pending in any current judicial or administrative proceeding against Seller.

5.1.3 Seller has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property. The Property is vacant and there are no leases or other agreements granting any party the right to occupy, use or possess the Property or any portion thereof.

5.1.4 To the best of the Seller's actual knowledge, Seller has received no written notice of any hazardous materials located on, under, or about the Property, except as disclosed to Buyer prior to the Contingency Date.

5.1.5 To the best of the Seller's actual knowledge, the Property is currently vacant, except for surface parking stalls, and no party has any leasehold or other possessory interest in the Property. No party is entitled to any federal, state and/or local relocation benefits arising from any current or prior occupancy of the Property.

5.1.6 In developing the property, Buyer may determine that the viability of the proposed project is dependent on access to public financing opportunities that can lower the cost of financing the construction of the project and its appurtenant infrastructure and fees. From time to time, Buyer may request that the Seller assist in establishing an Assessment District, a Community Facilities District, housing revenue bond program or other public financing program to assist in the funding of the project and/or related infrastructure and fees, with the understanding that the Seller will only act as a conduit for these financings and/or the related insurance for municipal bonds, and will not commit its own funds to support them. Buyer may

also request that state and regional agencies and other conduit issuers provide similar types of public financing, including Private Assessment Clean Energy (“PACE”) bond financing. Seller agrees to cooperate with Buyer in pursuing and successfully implementing these public financing alternatives, consistent with Federal and State laws, to facilitate the successful construction of the Project.

5.1.7 Seller shall not alienate, lien, encumber or otherwise transfer all or any portion of the Property. Seller shall not enter into any new lease or contract or binding proposal for a new lease or contract, without the prior written consent of Buyer, which consent shall not be unreasonably withheld prior to the Contingency Date, but may be withheld in Buyer’s sole and absolute discretion after the Contingency Date.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Buyer's obligations hereunder. Prior to the Close of Escrow, Seller shall notify Buyer of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.2 **Buyer's Representations and Warranties.** Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

5.2.1 The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Buyer have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

5.2.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to the best of Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Seller's obligations hereunder. Prior to the Close of Escrow, Buyer shall notify Seller of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.3 **No Warranties.** Except for those representations and warranties expressly set forth in this Agreement or any of the documents delivered by Seller to Buyer at the Close of Escrow, the parties understand and acknowledge that no person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges that no person has made any representations, agreement, statement, warranty, guaranty or promise regarding the Property or the transaction contemplated herein, or regarding the zoning, construction, development, physical condition or other status of the Property. Without limiting the generality of the foregoing, Seller makes no representation or warranties with respect to the amount or types of fees required to obtain building permits or otherwise to rezone and develop the Property.

ARTICLE VI
BUYER'S OBLIGATION AFTER CLOSE OF ESCROW

6.1 Buyer's Obligations After Close of Escrow.

6.1.1 Buyer shall be the master developer and builder of the Project. Buyer agrees that the Project will be owned by Buyer until issuance of a Certificate of Occupancy from the City of Riverside - Building and Safety Division for the Project (a "**Certificate of Occupancy**") subject to Sections 6.1.7 and 6.1.8.

6.1.2 Buyer shall commence construction of the Project (which may include grading work) no later than one hundred eighty (180) days after Close of Escrow of the Property in accordance with the entitlements, subject to Permitted Delays (as defined below). A "**Permitted Delay**" shall be any delays due to war, terrorism, invasion, insurrection, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes or other labor disturbances, walk-outs, bankruptcy of any contractor being utilized by Buyer, riots, floods, earthquakes, fires, casualties, acts of God, adverse weather, judicial decisions, any act or failure to act by Sellers or Sellers' representatives, or any similar basis for excused performance which is not within the reasonable control of Buyer. If escrow was closed on an earlier date in order to assist Buyer in obtaining financing, federal grants and/or equity for development per section 3.1, than construction shall occur within two years of Close of Escrow. Failure to commence construction as required herein shall result in the payment of a Five Hundred Dollar (\$500.00) per diem penalty by Buyer to the Seller for failure to commence construction within one hundred eighty (180) days from the Close of Escrow. Notwithstanding the foregoing, upon mutual written agreement of the parties, the construction commencement deadline may be extended for up to three (3) months at Seller's sole discretion.

6.1.3 Buyer shall complete construction of the Project within twenty-four (24) months following the commencement of construction, subject to Permitted Delays. Completion shall be defined as the Buyer receiving a Certificate of Occupancy or temporary Certificate of Occupancy. Failure to obtain a Certificate of Occupancy within twenty-four (24) months following the commencement of construction other than due to Permitted Delays shall result in the payment of a Five Hundred Dollar (\$500) per diem penalty by Buyer to the Seller until Buyer obtains a Certificate of Occupancy. Notwithstanding the foregoing, upon mutual written agreement of the parties, the construction deadline may be extended for up to six (6) months at Seller's sole discretion.

6.1.4. Buyer shall comply with all design standards, zoning, planning and building laws, housing security, property maintenance, regulations and review procedures imposed with respect to the Property by the City of Riverside, and any other public and/or quasi-public entity.

6.1.5. The parties acknowledge and agree that (i) in no event shall Buyer be responsible for providing any parking on the Property for public use and patrons of the adjacent Main Library prior to completion of construction of the Project by Buyer, and (ii) Seller shall be responsible for providing temporary parking for public use and patrons of the adjacent Main Library (including, without limitation, access to and security for such temporary parking) after

the Close of Escrow and prior to completion of construction of the Project by Buyer.

6.1.6 Local Hiring Compliance

6.1.6.1 Buyer shall comply with all provisions of City Council Resolution No. 23780 during construction of the Project. Buyer shall make good faith efforts to employ qualified local individuals in sufficient numbers so that no less than thirty (30) percent of the workforce, measured in labor hours, is comprised of local individuals for the construction of the Project.

6.1.6.2 “Local individual” shall mean an individual with a permanent residence within a 20-mile radius of the center of the City of Riverside.

6.1.6.3 “Good faith efforts” includes, but is not limited to: (1) Contacting and engaging local hiring halls and reputable recruitment sources, such as the American Jobs Center, to identify qualified local individuals; (2) Advertising available jobs in trade papers and newspapers of general circulation within the City of Riverside; (3) Providing ongoing assistance to local individuals in completing job application forms; (4) Conducting or participating in a job application workshop within the City of Riverside to assist the community in applying and interviewing for jobs in the contracting industry; (5) Conducting job interviews within 20 miles of the real property; and (6) Any other means of obtaining employees who are local individuals that are reasonably calculated to comply with the goals of this section.

6.1.6.4 Reports. No less than semi-annually, beginning upon the date of the issuance of the first building permit for construction, Buyer shall submit to the City of Riverside’s Community and Economic Development Department, reports showing that either the thirty (30) percent local individuals hiring goal has been met, or that Buyer has made good faith efforts to reach that goal during the period covered by the report. Reports shall include the total number of employees hired, the total number of labor hours for the Project to date, the number local individuals hired, as defined in section 6.1.2.3, the total number of labor hours completed by local individuals, the name and address of each local individual hired, and the occupation or trade of each local individual hired. All reports shall be signed by Buyer under penalty of perjury.

6.1.6.5 Buyer shall have the right to determine the competency of all individuals hired, the number of employees required, the duties of such employees within their occupation, and shall have the right to reject an applicant for any reason; however, Buyer shall exercise this right in good faith and not for the purpose of avoiding the provisions of this section. Buyer shall retain records documenting reasons for rejection of local applicants and make them available for review by the City of Riverside upon request.

6.1.6.6 Nothing in this section shall preclude Buyer from advertising regionally or nationally for employees in addition to its local outreach efforts.

6.1.6.7 The provisions of this section shall apply to the construction of the Project until the final certificate of occupancy for the Project has been issued by the City of Riverside.

6.1.7 Permitted Transfers by Buyer. Notwithstanding any other provision of this Agreement to the contrary, Seller approval of an assignment of this Agreement or conveyance of the Property or any part thereof shall not be required in connection with any of the following transfers (each a “Permitted Transfer”):

i. the conveyance or dedication of any portion of the Property to the City or other appropriate governmental agencies, or the granting of easements or permits to public utilities to facilitate the development of the Project;

ii. subject to the restrictions of the Regulatory Agreement, the rental of any Affordable Residential Units and the rental of employee’s units, as defined in the Regulatory Agreement;

iii. any requested assignment for financing, including the grant of a deed of trust to secure funds necessary for construction and permanent financing of the Project and any refinancing thereof;

iv. any transfer of the Property to an entity controlled by, or under common control with, Buyer;

v. any transfer due to foreclosure or deed in lieu of foreclosure;

vi. Subject to Section 3.7, any transfer of the Property to Riverside Community College District (“RCCD”), University of California Riverside (“UCR”), Cal Baptist University and La Sierra University, or any not-for-profit entity associated with these colleges;

vii. any transfer to a limited partnership in which Buyer or an entity controlled by Buyer is the administrative general partner. The term “control” as used in the immediately preceding sentence, means, with respect to an entity that is a corporation, the right to the exercise, directly or indirectly, of more than 50% of the voting rights attributable to the shares of the controlled corporation, and, with respect to an entity that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

6.1.8 Seller Consideration of Requested Transfer. Other than with respect to Permitted Transfers, Buyer shall provide Seller with thirty (30) calendar days’ prior written notice of its intent to assign or transfer and shall request approval for such assignment or transfer described in Section 6.1.7 above. Such notice shall be accompanied by evidence regarding the proposed assignee’s or purchaser’s development, operation and management qualifications and experience and its financial commitments and resources sufficient to enable the Seller to evaluate the proposed assignee or purchaser is qualified and capable to perform the Buyer’s obligations pursuant to this Agreement.

Within thirty (30) calendar days, or, if Seller board or council approval is required, forty-five (45) calendar days, after the receipt of Buyer’s written request for Seller approval of an assignment or transfer pursuant to this Section 2.3, Seller shall respond in writing either approving the proposed assignee or transferee or requesting further information reasonably required by Seller in order to determine whether or not to grant the requested approval failure of the Seller to respond

shall be deemed approval of such request. Upon receipt of such a request for further information, Buyer shall promptly furnish to Seller such requested information.

An assignment or transfer approved by Seller pursuant to this Section 6.1.8 shall not be effective unless and until the proposed assignee or transferee executes and delivers to Seller an agreement in form reasonably satisfactory to Seller's legal counsel assuming the obligations of Buyer under this Agreement and the Regulatory Agreement. Thereafter, the assignor shall remain responsible to Seller for performance of the obligations assumed by the assignee unless Seller releases the assignor in writing.

6.2 Seller's Obligations After Close of Escrow.

6.2.1 Seller shall furnish Buyer with a Release of Construction Covenants upon Buyer's receipt of a Certificate of Occupancy, which shall be in such form as that attached hereto as Exhibit "H" and incorporated herein by this reference, as to permit it to be recorded in the Riverside County Recorder's Office.

ARTICLE VII DEFAULTS

7.1 **Default.** A party shall be deemed in default hereunder if any of the warranties or representations set forth herein are or become untrue or if it fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other than a default by the other party hereunder or termination of this Agreement prior to Close of Escrow.

7.2 **Opportunity to Cure.** No act, failure to act, event or circumstance which might be deemed to be a default by either party shall be deemed to be a default under any of the provisions of this Agreement, unless and until, notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within fifteen (15) business days in the case of a non-monetary default, or five (5) business days in the case of a monetary default. The parties agree that all notices of default in order to be effective must state with reasonable specificity: (a) the nature of the default; (b) the reasonable actions which the defaulting party must take to cure such default; and (c) the time in which such action must be taken. In the event that a default cannot be cured within a fifteen (15) day period, as long as the defaulting party is diligently attempting to cure such default, at the sole discretion of the non-defaulting party the parties can mutually agree to extend the time period in which the default must be cured.

7.3 Remedies.

7.3.1 **Buyer's Default.** If Buyer is deemed to be in default hereunder, the Seller shall be entitled to termination of this Agreement, at its discretion. If Buyer is deemed to be in default hereunder, prior to Close of Escrow, the Seller shall be entitled to termination of this Agreement and shall be entitled to retain the Deposit as liquidated damages as set forth in Section 7.5 below.

7.3.2 **Seller's Default.** If Close of Escrow does not occur because of Seller's intentional failure to deliver the documents set forth in Section 3.2.1, Buyer shall have the right to

terminate Buyer's obligations under this Agreement and the Escrow created hereby in which event Buyer shall be entitled to collect damages for Buyer's reasonable actual out-of-pocket costs and expenses ("Actual Costs and Expenses") incurred for the Project, by providing written documentation of said Actual Costs and Expenses, which amount shall not exceed \$1,200,000. If the Seller's Default occurs after the project entitlements have been approved then the Buyer will be entitled to collect a Cancellation Option Payment of \$200,000 in addition to Actual Costs and Expenses. The Parties both agree that: (i) this section shall not be deemed to bind or prejudice any future discretionary or legislative acts of the Seller related to the Entitlements; (ii) this section shall not apply to the failure of Escrow to Close because Seller failed to issue or otherwise approve Entitlements; and (iii) the failure of Escrow to Close because Seller failed to issue or otherwise approve Entitlements shall not be deemed a breach of Seller's obligations under this Agreement that would allow Buyer to recover their Actual Costs and Expenses under this Section 7.3.2.

7.3.3 The foregoing remedies set forth in this Section 7.3 are the parties' sole and exclusive remedies with respect to default hereunder, and each party waives any and all other remedies that may be available at law or in equity in connection with the other party's default, unless as otherwise stated herein.

7.4 Liquidated Damages. BUYER AND SELLER AGREE THAT AT THE TIME THIS AGREEMENT IS MADE AND ENTERED INTO, SELLER'S DAMAGES UPON DEFAULT BY BUYER UNDER THIS AGREEMENT ARE EXTREMELY DIFFICULT OR IMPOSSIBLE TO CALCULATE AND BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES SET FORTH HEREIN IS A REASONABLE ESTIMATE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT IS MADE OF THE DAMAGES SELLER WOULD SUSTAIN BECAUSE OF SUCH DEFAULT BY BUYER UNDER THIS AGREEMENT. FURTHER, BUYER DESIRES TO HAVE A LIMIT PLACED ON THE AMOUNT OF DAMAGE TO BE PAID TO SELLER UPON BUYER'S DEFAULT. BUYER HEREBY AGREES THAT SHOULD BUYER DEFAULT IN THE PERFORMANCE OF BUYER'S OBLIGATION TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, SELLER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY, TO COLLECT THE SUM REPRESENTING THE AMOUNT OF THE DEPOSIT AND REASONABLE ATTORNEYS' FEES INCURRED BY SELLER AS LIQUIDATED DAMAGES FROM BUYER . THE FOREGOING PROVISIONS OF THIS SECTION 7.4 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER AS A RESULT OF A DEFAULT BY BUYER OF ITS OBLIGATIONS UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 7.4 DO NOT LIMIT ANY DAMAGES DUE SELLER BY REASON OF BUYER'S ENTRY ONTO THE PROPERTY PURSUANT TO SECTIONS 1.5, A BREACH OF SECTION 6.1.6, AS SET FORTH HEREIN OR FAILURE TO COMMENCE OR COMPLETE CONSTRUCTION AS REFERENCED IN SECTION 6.1.2.

DH
DH
Buyer's Initials

J
Seller's Initial

7.4.1 Local Hiring Liquidated Damages. Failure of Buyer to comply with the provisions of section 6.1.6 (Local Hiring Compliance) will result in damages being sustained by Seller. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each semi-annual report that Buyer fails to comply

with sections 6.1.6, Buyer shall pay to Seller, the sum of Twenty-Five Thousand Dollars (\$25,000) for each violation of 6.1.6. Execution of this Agreement shall constitute agreement by Seller and Buyer that said sum is the minimum value of the costs and actual damage caused by the failure of Buyer to comply. Such sum is liquidated damages and shall not be construed as a penalty and will be owed to the Seller upon Seller's notice to Buyer.

DH
DH
Buyer's Initials

J
Seller's Initials

ARTICLE VIII MISCELLANEOUS

8.1 **Exhibits.** All Exhibits annexed hereto are a part of this Agreement for all purposes.

8.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

8.3 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.4 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.5 **Notices.** All notices, terminations, waivers and other communications hereunder shall be in writing and shall be delivered personally or shall be sent by registered or certified United States mail or a nationally recognized, overnight courier service, postage prepaid, and addressed as follows:

If to Seller: The City of Riverside
Community & Economic Development
Real Property Services Division
3900 Main Street, 3rd Floor
Riverside, California 92522
Attn: Community and Economic Development
Phone: (951) 826-5665
Facsimile: (951) 826-5744

If to Buyer: Pelican Communities, LLC
1601 Dove Street, Suite 250
Newport Beach, California 92660
Attn: Richard Hamm
Via Email:
hammrichard@sbcglobal.net

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Additionally, notices may be given by email or telephone facsimile transmission, provided that an original of said transmission shall be delivered to the addressee by a nationally recognized overnight delivery service on the business day following such transmission. Emails and telephone facsimiles shall be deemed delivered on the date of such transmission.

8.6 Governing Law and Venue. The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

8.7 Entirety. This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

8.8 Amendments. This Agreement may be amended or supplemented only by written documents signed by the parties or their designated representatives as designated at the time of execution of this document.

8.9 Severability. If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

8.10 Further Acts. In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Close of Escrow or after the Close of Escrow any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated herein.

8.11 Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

8.12 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.

8.13 **Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

8.14 **Nondiscrimination.** The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical or mental disability, medical conditions, including the medical condition of Acquired Immune Deficiency Syndrome(AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, genetic expression, sex, sexual orientation, or military or veteran's status, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

8.15 **Ratification.** This Agreement is subject to the approval and ratification by City Council . In the event they fail to approve this Agreement, there shall be no liability on the part of the Seller and this Agreement shall become null and void and of no further force and effect.

8.16 **CEQA Compliance.** Buyer and Seller understand, acknowledge and agree that the close of this escrow is contingent upon Seller's compliance with the California Environmental Quality Act ("CEQA"). Buyer must also comply with CEQA and all associated permits prior to development of the Property.

8.17 **Counterparts.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one original agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

8.18 **Days.** Days, as used in this Agreement, shall mean calendar days, unless otherwise specified.

8.19 **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

8.20 **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit “A” Legal Description
- Exhibit “B” Plat Map
- Exhibit “C” Schedule of Performance
- Exhibit “D” Regulatory Agreement
- Exhibit “E” Notice of Affordability Restrictions on Transfer of Property
- Exhibit “F” Reciprocal Easement Agreement
- Exhibit “G” Covenant and Agreement re Sale of the Property to Tax-Exempt Entity
- Exhibit “H” Release of Construction Covenants
- Exhibit “I” HCD letter

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF RIVERSIDE, a California charter city and municipal corporation

PELICAN COMMUNITIES, LLC, a California limited liability company

By: _____
City Manager

By: Richard Hamm
Richard Hamm (Feb 27, 2024 15:53 PST)
Its: Member

ATTESTED TO:

By: Robert Boyle
Robert Boyle (Feb 28, 2024 16:34 PST)
Its: Member

By: _____
City Clerk

By: Ken Jo
Ken Jo (Feb 29, 2024 22:11 PST)
Its: Member

APPROVED AS TO FORM:

By: Susan Wilson
Susan Wilson (Feb 29, 2024 09:44 PST)
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Downtown Library Surplus Parcel
Por. APN's: 213-261-029 & 214-252-019
Address: 3911 University Avenue

PARCEL B

That certain real property located in the City of Riverside, County of Riverside, State of California, being that portion of Block 7, Range 8 and Block 7, Range 9, and that portion of Fairmount Boulevard (formerly Almond Street vacated) all within the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Southwesterly line of Mission Inn Avenue (formerly Seventh Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Northeast corner of said Block 7, Range 8, said point being the most Northerly corner of that parcel shown on a Record of Survey on file in Book 80, Page 17 of Records of Survey, Records of Riverside County, California;

Thence South 29°44'47" West, along the Northwest line of said Record of Survey being parallel to the Northwest line of Market Street as shown on said Town of Riverside, a distance of 330.47 feet to a point on the Northeasterly line of University Avenue (formerly Eight Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Southeast corner of Said Block 7, Range 8 and the most Westerly corner of said Record of Survey;

Thence North 60°14'06" West, along said Northeasterly line of University Avenue, a distance of 359.31 feet to a point, distant thereon 180.00 feet Southeasterly of the Southwest corner of said Block 7, Range 9;

Thence North 29°41'23" East, parallel with the Southeasterly line of Chestnut Street as shown on said Town of Riverside, a distance of 160.21 feet to the Southwesterly line of a 10' Alley;

Thence South 60°14'18" East, along said Southwesterly line of said Alley, a distance of 5.00 feet to a line parallel with and distant 145.00 feet Northwest of the Northwesterly line of said Fairmount Boulevard, measured along said Southwesterly line of Mission Inn Avenue;

Thence North 29°43'46" West, along said parallel line, a distance of 170.21 feet to said Southwesterly line of Mission Inn Avenue;

Thence South 60°14'31" East, along said Southwesterly line of Mission Inn Avenue, a distance of 353.75 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion lying Northeasterly of a line parallel with and distant 126.00 feet Southwesterly of said Southwesterly line of Mission Inn Avenue, measured at right angles from the said Southwesterly line.

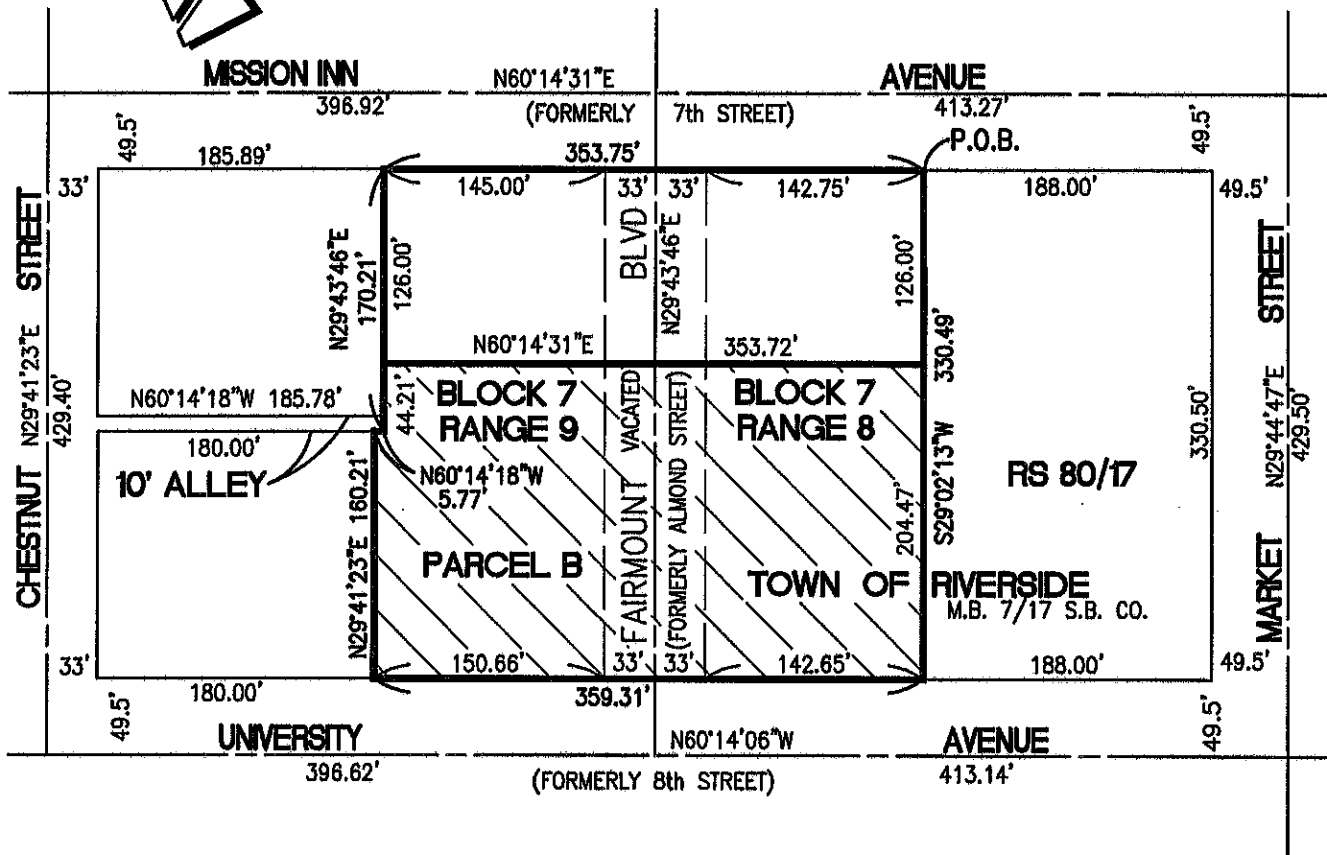
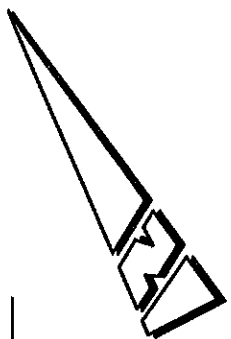
Area – 73,226.4 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

DBW 2/20/2024 Prep. cs
Douglas B. Webber, L.S. 9477 Date



EXHIBIT "B"
PLAT MAP



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=NTS

DRAWN BY: CURT

DATE: 5/2/22

SUBJECT: DOWNTOWN LIBRARY SURPLUS PARCEL

**EXHIBIT “C”
SCHEDULE OF PERFORMANCE**

Event	Duration	Start Date	End Date
Effective Date	1 Day	Day 1	Day 1
Due Diligence Period	120 days	Day 1	Day 120
Submit for Entitlement	1 Day	Day 180	Day 180
Entitlement Date	18 months	Month 7	Month 25
Close of Escrow Earliest (1)	1 Day	Month 26	Month 26
Close of Escrow Latest (2)	1 Day	Month 30	Month 30
Start of Construction Latest (3)	1 Day	Month 31	Month 31
Construction	24 months	Month 31	Month 55
Certificate of Occupancy	1 Day	Month 55	Month 55

Notes

- (1) Close of Escrow Earliest 30 days after Entitlement Approval Date
(2) Close of Escrow Latest 30 days prior to first construction permit
(3) Start of Construction 30 days following issuance of first construction permit

**EXHIBIT “D”
REGULATORY AGREEMENT**

(Inserted behind this page)

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
)
 City of Riverside)
 3900 Main Street)
 Riverside, CA 92522)
 Attn: City Manager)
)
 Project: Assessor's Parcel)
 Number(s) 213-261-029 & 214-252-019)

(Space above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code § 6103 and 27388.1

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (“**Regulatory Agreement**”) dated for identification purposes only as of _____, 202__, by and between **THE CITY OF RIVERSIDE**, a California charter city and municipal corporation (“**City**”) and **PELICAN COMMUNITES, LLC**, a California limited liability company (“**Developer**”).

RECITALS

Capitalized terms used in these recitals and not otherwise defined shall have the meaning set forth in Section 1 of this Regulatory Agreement.

A. The Developer is a California limited partnership.

B. In compliance with Section 2 of AB 1486, and pursuant to Government Code 54220, et seq., Seller declared certain property surplus and on August 21, 2020, Seller issued Notices of Availability of certain surplus property to the California Department of Housing and Community Development’s (“HCD”) approved List of Affordable Housing Developers. In that notice, Seller indicated neither the Seller nor the City of Riverside’s Housing Authority had any funding available to subsidize the production of affordable housing units and that the subject surplus properties were intended to be sold subject to a current fair market value appraisal. During the required 60-day period, a proposal was received from Pelican Communities (an Affiliate of Developer) to purchase the property for the purposes of developing approximately 400 units of student housing or group quarters. On May 18, 2023, HCD issued a letter to Seller indicating that Seller had met all of the requirements under the SLA for the purposes of disposing of the surplus land as referenced in the Purchase, Sale, and Development Agreement referenced herein.

C. The property is located is located at 3911 University Avenue and 3775 Fairmount Boulevard Riverside, California, known as Assessor’s Parcel Number 213-261-027 & 214-252-019 (“Property”), more particularly described in Exhibit “A,” Legal Description, and depicted in Exhibit “B,” Plat Map, both attached hereto and incorporated herein by reference. The Property has been declared surplus by the City of Riverside.

D. In furtherance of the City of Riverside’s affordable housing goals and activities, the City of Riverside, and Pelican Communities LLC, a California limited partnership, an affiliate of the Developer entered into that certain Purchase, Sale, and Development Agreement dated for identification purposes only as of _____, 2024 (“**Purchase, Sale and Development Agreement**”), which is incorporated herein by this reference and a copy of which is on file as public record of the City at its offices located at 3900 Main Street, Riverside, CA 92522.

E. Under the Purchase, Sale, and Development Agreement, the Developer has or shall own the Property (also referred to herein as “Site”) and has agreed to purchase in fee the Property for the development of an anticipated 392-bed, affordable mixed-use student housing residential project and parking structure, with not less than ten percent (10%) of the total number of residential units developed on the parcels required to be rented to Qualified Low Income Students, as defined herein, for a minimum of 55 years for rental housing, and in no event shall the maximum affordable rent level be higher than 20 percent below the median market rents for the neighborhood in which the site is located; with the final density and development of the project subject to approvals outlined in Section 2.4 of the Purchase, Sale, and Development Agreement (“Project”). One of the conditions of that agreement is that the Developer enter into this Regulatory Agreement with the City in order that the covenant or restriction shall be recorded against the land prior to land use entitlement of the project, and the covenant or restriction shall run with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor in interest who continues the violation.

F. This Regulatory Agreement is intended to ensure that Developer, its successors, its assigns and every successor in interest to the Property or any part thereof, shall use, maintain and operate the Project in accordance with the terms and conditions of this Regulatory Agreement, including that 10% of the Units within the Project shall be available only to Qualified Low Income Students at Affordable Rent as specified herein for not less than fifty-five (55) years.

G. The completion and operation of the Affordable Residential Units pursuant to the terms and conditions of the Purchase, Sale and Development Agreement and this Regulatory Agreement are in the vital and best interest of the health, safety and welfare of the residents of the City of Riverside and are in accord with the public purposes and provisions of applicable state and local laws.

NOW, THEREFORE, the foregoing recitals are a substantive part of this Regulatory Agreement and in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. DEFINITIONS

The following terms of this Regulatory Agreement shall have the meanings set forth below. Any capitalized terms not defined below shall have the meaning set forth therefor in the Purchase, Sale and Development Agreement and attachments thereto:

“Affordable Rent” means the amount of monthly rents defined in Section 65915(b)(1)(F)(i)(III) of the California Government Code, known as “lower income students” under Cal Grant A or Cal Grant B award specifications. For the further purpose of calculating Affordable Rent, in no event shall the initial maximum affordable rent level be higher than 20 percent below the median market rents or sales prices for the neighborhood in which the site is located, as set forth in Government Code section 54221(f)(1)(F)(i).

“Affordable Residential Units” means ten percent (10%) of the residential units within the Project that will be required to be rented to Qualified Low Income Students at Affordable Rent.

“Affordability Period” means the period commencing upon the Release of Construction Covenants and terminating on the fifty-fifth (55th) anniversary thereof.

“Agreement” means the Purchase, Sale, and Development Agreement, including all of the attachments thereto.

“City Manager” means the City Manager acting on behalf of the City to the Redevelopment Agency for the City of Riverside or on behalf of the City of Riverside, as applicable and according to context.

“Development Plans” means any plans approved by the City for the construction of the Project.

“Effective Date” means the date upon which this Regulatory Agreement is executed by the City Manager, on behalf of the City of Riverside.

“Environmental Laws” means any and all applicable present and future federal, state and local laws (whether under common law, statute, ordinance, rule, regulation or otherwise), court or administrative orders or decrees, requirements of permits issued with respect thereto, and other requirements of governmental authorities relating to the environment or to any Hazardous Substance or Hazardous Substance Activity (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as heretofore or hereafter amended from time to time (“CERCLA”), and the applicable provisions of the California Health and Safety Code and the California Water Code, and any and all successor statutes and regulations, orders, decrees, guidelines, or pronouncements promulgated thereunder).

“Event of Default” means the failure of a party to perform any action or covenant required by this Regulatory Agreement within the time periods provided herein following notice and opportunity to cure.

“Governmental Regulations” means any applicable local, state, and federal laws, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, environmental labor relations, prevailing wage, notification of sale to employees, Hazardous Substance, occupational health and safety, water, earthquake hazard reduction and building and fire codes) bearing on the demolition, alteration, replacement, repair, refurbishing, improvement, construction, maintenance, management, use, or operation of the Project.

“Hazardous Substance” means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), as amended from time to time, or now or hereafter otherwise classified or regulated pursuant to any Environmental Laws as a “hazardous substance”, “hazardous material”, “hazardous waste”, “extremely hazardous waste”,

“infectious waste”, “toxic substance”, “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or “EP toxicity”, (ii) any asbestos or asbestos containing material, any polychlorinated biphenyls (PCB’s), (iii) any polychlorinated biphenyls (PCB’s), (iv) any urea formaldehyde, and (v) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources. Notwithstanding the foregoing, “Hazardous Substances” shall not include any household cleaner or chemical, compound, material, mixture or substance used in the normal course of operating an apartment complex, so long as such household cleaner, chemical, compound, material, mixture or substance is used in accordance with Environmental Laws and stored in reasonable quantities.

“Hazardous Substance Activity” means any actual, proposed or threatened storage, holding, existence or suspected existence, release or suspected release, emission, discharge, generation, processing, abatement, removal, disposition, treatment, handling or transportation of any Hazardous Substance from, under, into, on, above, around or across the Site or surrounding property or any other use of or operation on the Site or the surrounding property that creates a risk of Hazardous Substance contamination of the Site.

“Housing Project Manager” means that person designated by the City Manager to manage the City’s interests in affordable housing projects within the City of Riverside.

“Management Plan” means the plan for the management of the Project to be submitted by the Developer, as set forth in Section 3.B of this Regulatory Agreement.

“Manager’s Unit” shall mean one or more unrestricted Units in the Project reserved for occupancy by an on-site manager(s) of the Project who performs substantial duties directly related to the management and/or the maintenance of the Project.

“Market Rate Residential Units” means 90% of the residential units within the Project that are rented at market rent and not subject to any affordable housing restrictions in this Regulatory Agreement.

“Market Rate Student” means a student who is not a Qualified Low Income Student.

“Marketing Plan” has the meaning set forth in Section 4.B of this Regulatory Agreement.

“Operating Reserve” has the meaning set forth in Section 3.F of this Regulatory Agreement.

“Parties” means the City and the Developer.

“Project” has the meaning set forth in Recital E.

“Property Manager” means the manager of the Project, as set forth in Section 3.C.

“Qualified Low Income Student” means a student whose gross income does not exceed Cal Grant A or Cal Grant B levels, defined in Section 65915(b)(1)(F)(i)(II) of the California Government Code, or whose family gross annual income does not exceed eighty (80%) of the Riverside County median income adjusted for family size as set forth from time to time by regulation of the California Department of Housing and Community Development in accordance with California Health and Safety Code Section 50079.5.

“Schedule of Performance” means that certain Schedule of Performance attached to the Purchase, Sale and Development Agreement as Exhibit C, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the City. The City authorizes the City Manager to make such revisions to the Schedule of Performance as he/she deems reasonably necessary to effectuate the purposes of this Agreement.

“Site” means that certain real property referenced in Recital B above as delineated on the Plat Map (Exhibit “B” to the Purchase, Sale, and Development Agreement) and more particularly described on the Legal Description (Exhibit “A” to the Purchase, Sale, and Development Agreement).

“Title Company” means Stewart Title of California – Inland Empire Division, 7065 Indiana Avenue, Riverside, CA 92506 or other qualified title company approved in writing by the Parties.

“Unit” or “Units” means one hundred percent (100%) of the individual beds (other than the Manager(s)’s beds) as defined in Section 65915(b)(1)(F)(ii) of the California Government Code within the Project to be constructed and operated by the Developer on the Site, in accordance with the terms and conditions of this Regulatory Agreement. Units are made up of ten percent (10%) beds at Affordable Rents to Qualified Low Income Students and ninety percent (90%) beds at market rents to Market Rate Students.

2. USE RESTRICTIONS

A. Permitted Uses. The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that the Developer, and such successors and assigns, shall (i) acquire the Property and construct the Project; and (ii) make available, restrict occupancy to, and rent 10% of the Units at an Affordable Rent to Qualified Low Income Students.

During the Affordability Period, all uses undertaken by the Developer on the Property shall conform to this Regulatory Agreement and to all applicable provisions of the Riverside Municipal Code and Governmental Regulations. None of the Units on the Property shall at any time be utilized for less than a school semester, nor shall the Property or any portion thereof ever be used as a hotel, motel, fraternity or sorority house, hospital, nursing home, sanitarium, or rest home. The Developer shall not convert the Property to condominium ownership during the Affordability

Period without the prior written approval of the City, which approval the City may grant, withhold, or deny in its sole and absolute discretion.

B. Affordable Housing. Except as provided herein, commencing upon and throughout the Affordability Period, the Developer covenants and agrees that ten percent (10%) of the Units in the Project shall be operated and maintained for affordable housing purposes available for occupancy exclusively to Qualified Low Income Students at an Affordable Rent in accordance with the provisions of this Regulatory Agreement. The remaining ninety percent (90%) of the Units shall be made available to Market Rate Students at market rents.

In the event the Developer desires to change the affordable housing, maintenance, or operation requirements for the Project from the specific requirements set forth in this Regulatory Agreement in order to comply with a subsequently enacted change to any applicable State or Federal law, the Developer shall notify the City in writing of such proposed change and the change related thereto at least thirty (30) days prior to implementing such change. In the event the City disapproves of such change and the Developer's interpretation of the amendment related thereto, the City shall notify the Developer of its disapproval in writing. Developer and City shall have 30 days to negotiate a settlement.

C. Income Requirements. Prior to leasing a Unit and annually thereafter, the Developer shall certify the eligibility of each student applicant as a Qualified Low Income Student. The Developer shall, upon request by City, complete such certification on forms provided by the City. The Developer shall submit such income certification and such additional information as may reasonably be required prospectively by the City or the State of California. Such supporting documentation shall include proof of Cal Grant A or B award, or true copies of income tax returns from the student applicant, or family as appropriate, for the most recent tax year in which a return was filed and at least one of the following:

- (1) two (2) paycheck stubs from the student's two (2) most recent pay periods;
- (2) an income verification certification from the student's employer.
- (3) an income verification certification from the Social Security Administration and/or the California Department of Social Services if the student receives assistance from such agencies, or
- (4) an alternate form of income verification reasonably requested by the City if none of the above forms of verification is available to the Developer.

D. Determination of Affordable Rent. 10% of the Units shall be rented at Affordable Rent.

(1) Rent Schedule and Utility Allowance. The Developer will use the Riverside County Housing Authority Utility Allowance Calculator to establish maximum monthly allowances for utilities and services to be used by the Developer in calculating Affordable Rent. The Developer shall submit to the Housing Project Manager for review and approval the Affordable Rent proposed by the Developer for affordable Units. The maximum monthly rent must be recalculated by the Developer and reviewed and approved by the City annually.

(2) Increases in Student Income. Units shall qualify as Units as required by this Regulatory Agreement despite a temporary noncompliance with this Section D, if the noncompliance is caused by increases in the incomes of existing students and if actions satisfactory to City are being taken to ensure that all vacancies are filled in accordance with this Section until the noncompliance is corrected.

A Qualified Low Income Student occupying a Unit whose income increases to an amount that exceeds the maximum qualifying income of a Qualified Low Income Student may continue to occupy his or her Unit and the maximum rent cannot exceed 30 percent of gross income of the student minus the utility allowance.

(3) Adjustment of Rent. Rent may change as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in rents is subject to the provisions of outstanding leases. The Developer must provide Qualified Low Income Students occupying the Units not less than thirty (30) days' prior written notice before implementing any rent increase.

E. Student Protections.

(1) Rental Agreement/Lease. Prior to rental of any of the Units, the Developer shall submit a standard lease form to the Housing Project Manager for approval, which approval shall not unreasonably be withheld or delayed, and must be for not less than six (6) months, unless otherwise mutually agreed by the student and the Developer. The Developer shall enter into a lease, in the form approved by the Housing Project Manager, with each Qualified Low Income Student of Unit.

(2) Prohibited Rental Agreement/Lease Terms. The Developer shall not permit the lease to contain any provision that is prohibited by any applicable State or Federal law.

F. Termination of Tenancy. The Developer may not terminate the tenancy of a student of the Project except for an uncured violation(s) of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days' notice, or as permitted by state law, by the Developer's service upon the student of a written notice specifying the grounds for the action.

G. Student Selection. No later than six (6) months prior to the date construction of the Project is anticipated to be completed, the Developer shall submit to City, for its review and approval, the Developer's written student selection plan ("Student Selection Plan").

H. Compliance with Use and Occupancy Laws. The Developer agrees that for each lease, the Developer shall comply with all applicable state and local laws, statutes, ordinances, rules and regulations, which in any way restrict the use and occupancy and resale of the Property.

3. OPERATION AND MANAGEMENT OF THE PROJECT

A. General Maintenance. The Developer shall maintain the Property in compliance with the Riverside Municipal Code. The Developer will maintain the Affordable Residential Units to the same quality of care as the Market Rate Residential Units. The Affordable Residential Unit improvements shall be maintained in conformance and in compliance with the approved Development Plans, as finalized, and reasonable maintenance standards for comparable quality

mixed-use residential/retail/office projects, including but not limited to painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curb line. Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements

B. Management of the Project. The Developer shall cause the Project to be professionally managed in a prudent and business-like manner, consistent with property management standards for other comparable quality mixed-use residential/retail/office projects in Riverside County, California. The Developer may elect to contract with a property management company or property manager to operate and maintain the Project.

C. Monitoring and Recordkeeping. The Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in any applicable State or Federal law for the Affordable Residential Units and shall annually complete and submit to the City a certification of compliance in such form as provided by the City. Representatives of the City shall be entitled to enter the Property, upon at least forty-eight (48) hours' notice, to monitor compliance with this Regulatory Agreement, to inspect the Affordable Residential Unit records of the Project, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City in making the Affordable Residential Units available for such inspection or audit. The Developer agrees to maintain records for the Affordable Residential Units in a businesslike manner, to make such records available to the City upon seventy-two (72) hours' notice, and to maintain such records for the entire Affordability Period.

D. Units Available to the Disabled. The Developer shall construct the Project in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations.

E. Right To Enter To Cure. If at any time the Developer fails to maintain the Affordable Residential Units in accordance with this Section 3 and such condition is not corrected within sixty (60) days after written notice from the City with respect to Affordable Residential Units building improvements with such additional time as may be reasonably necessary to diligently prosecute the cure to completion, then the City, in addition to whatever remedies it may have at law or at equity, shall have the right to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the Affordable Residential Unit improvements on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a fifteen percent (15%) administrative charge, which amount shall be promptly paid by the Developer upon demand.

F. Reserves and Insurance. The Developer shall, or shall cause the Property Manager to set aside Capital Replacement Reserves for the Project as required by the lender. The Developer shall, or shall cause the Property Manager to set aside Operating Reserves as required by the lender. The Developer shall keep the improvements on the Property insured by carriers at all times satisfactory to the Project's lender against loss by fire, rent loss and such other hazards, casualties,

liabilities and contingencies as included within an all risk extended coverage hazard insurance policy.

4. MISCELLANEOUS PROJECT REQUIREMENTS

A. Equal Opportunity. No person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with City of Riverside funds, if applicable.

B. Affirmative Marketing. The Marketing of the Affordable Residential Units shall publicize the availability of the Affordable Residential Units within the City of Riverside in a manner which gives notice to Qualified Low Income Students currently living within the City of Riverside such as notices in any City of Riverside sponsored newsletter, newspaper advertising in local newspapers and notices in City of Riverside offices. The Affordable Residential Units will be marketed to the public using the same methods, mediums and frequency as the Market Rate Residential Units. Marketing of all the residential units will include but is not limited to a project web site with interactive leasing information, presence on regional apartment leasing web sites, social media, newspaper and magazine publications. Affordable and Market Residential units will be marketed as one individual community.

C. Compliance with Laws. The Developer shall comply with all applicable Federal, State and local Laws.

5. COVENANTS

A. Affordability Period. The provisions of this Regulatory Agreement shall apply to the Property throughout the Affordability Period. This Regulatory Agreement shall bind any successor or assign of the Developer whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, with or without the approval of the City, except as expressly released by the City.

B. Covenants to Run with the Land. The City and the Developer hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement shall run with the land and shall bind all successors to the Developer. Each and every contract, deed or other instrument hereafter executed covering or conveying an interest in 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, unless the City expressly releases such conveyed portion of the Property from the requirements of this Regulatory Agreement.

6. ENFORCEMENT AND REMEDIES

A. Remedies. Subject to the notice and cure rights of the Developer set forth in the Purchase, Sale and Development Agreement, in the Event of Default of any of the terms or conditions of this Regulatory Agreement by the Developer, its successors or assigns, the City may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance.

B. Rights of the City and Developer. The City and the Developer have the right to enforce all of the provisions of this Regulatory Agreement. This Regulatory Agreement does not

in any way infringe on the right or duties of the City to enforce any of the provisions of the Riverside Municipal Code including, but not limited to, the abatement of dangerous buildings. In addition to the general rights of enforcement, the City shall have the right, through its agents and employees, to enter upon any part of the Property for the purpose of enforcing the Riverside Municipal Code, and the ordinances and other regulations of the City of Riverside, and for maintenance and/or repair of any or all publicly owned utilities.

C. Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, State of California. The Developer specifically waives any rights provided to it pursuant to California Code of Civil Procedure § 394 or state statutes or judicial decisions of like effect.

D. Right of Entry. The City has the right of entry to Affordable Residential Units at reasonable hours and upon, and after reasonable attempts to contact the Developer, to effect emergency repairs or maintenance which the Developer has failed to perform. Subsequent to sixty (60) days' written notice to the Developer specifically outlining the noncompliance, the City shall have the right of entry at reasonable hours to enforce compliance with this Regulatory Agreement which the Developer has failed to perform.

E. Costs of Repair. The costs borne by the City of any such repairs or maintenance emergency and/or non-emergency, of Affordable Residential Units shall become a charge for which the Developer shall be responsible; and may, if unpaid, be assessed as a lien against the Property.

F. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Regulatory Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

G. Failure to Enforce. The failure to enforce any of the covenants contained in this Regulatory Agreement shall not constitute a waiver of the right to enforce the same thereafter.

7. HOLD HARMLESS

Except to the extent of the negligence of a party indemnified hereunder, the Developer agrees to defend and to hold City and its respective officers, agents, employees, representatives, elected and appointed boards and officials harmless from liability for damage or claims for any type of damage including, but not limited to, personal injury and claims for property damage, which may arise from the activities of the Developer or those of the Developer's contractors, subcontractors, agents, employees or other persons acting on the Developer's behalf and which relate to the Project. The Developer agrees to and shall defend City and its respective officers, agents, employees, representatives, elected and appointed boards and officials from any action for damages caused or alleged to have been caused by reason of the Developer's activities in connection with the Project.

8. THIRD PARTY BENEFICIARIES

This Regulatory Agreement is made and entered into for the sole protection and benefit of the City, its successors and assigns, and the Developer, its permitted successors and assigns, and no other person or persons shall have any right of action hereon.

9. RECORDATION

The Developer agrees that this Regulatory Agreement and any amendment or cancellation hereof shall be recorded in the official records of Riverside County by the Developer within ten (10) days of the date of this Regulatory Agreement and within ten (10) days after any amendment or cancellation hereof.

10. NOTICE

Written notice, demands and communications between City and Developer shall be sent by first-class registered or certified mail, postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery. Unless a different address is given by any party as provided in this Section, all such communications will be addressed as follows:

To Developer: Pelican Communities, LLC
1601 Dove Street, Suite 250
Newport Beach, California 92660
Attn: Richard Hamm
Via E-Mail: richard.hamm@pelicancommunities.com

To City: City of Riverside
Attn: City Manager
3900 Main Street
Riverside, California 92522

Any Notice shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent. Any address for service of notice on any party may be changed by that party serving a notice upon the other of the new address, except that any change of address to a post office box shall not be effective unless a street address is also specified for use in effectuating personal service.

11. WAIVER

Failure by a party to insist upon the strict performance of any of the provisions of this Regulatory Agreement by the other party or the failure by the party to exercise its rights under or upon a default by the other party herein shall not constitute a waiver of such party's right to demand strict compliance from such other party in the future.

12. SEVERABILITY

If any one or more of the provisions contained in this Regulatory Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Regulatory Agreement, and this Regulatory Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

13. CAPTION AND PRONOUNS

The captions and headings of the various sections of this Regulatory Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

14. MODIFICATION OF AGREEMENT

This Regulatory Agreement may be modified or amended by mutual consent of the Developer and City provided that all amendments are in writing and signed by all of the parties hereto.

15. SOLE AND ONLY AGREEMENT

This Regulatory Agreement, the Purchase, Sale and Development Agreement and all of the attachments thereto and incorporated therein integrate all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property. In the event of a conflict between this Regulatory Agreement and the Purchase, Sale and Development Agreement, the provisions of this Regulatory Agreement shall control.

The City and the Developer acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Regulatory Agreement or any representations inducing the execution and delivery, except representations set forth herein, and each party acknowledges that it has relied on its own judgment in entering this Regulatory Agreement. The City and the Developer further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Regulatory Agreement as of the date and year set forth below.

City:

Developer:

THE CITY OF RIVERSIDE, a
California charter city and
Municipal corporation

PELICAN COMMUNITIES, LLC, a
California limited liability company

By _____
City Manager

By _____
Name:
Its:

ATTESTED TO:

By _____
City Clerk

By _____
Name:
Its:

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION

(Inserted behind this page)

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Downtown Library Surplus Parcel
Por. APN's: 213-261-029 & 214-252-019
Address: 3911 University Avenue

PARCEL B

That certain real property located in the City of Riverside, County of Riverside, State of California, being that portion of Block 7, Range 8 and Block 7, Range 9, and that portion of Fairmount Boulevard (formerly Almond Street vacated) all within the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Southwesterly line of Mission Inn Avenue (formerly Seventh Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Northeast corner of said Block 7, Range 8, said point being the most Northerly corner of that parcel shown on a Record of Survey on file in Book 80, Page 17 of Records of Survey, Records of Riverside County, California;

Thence South 29°44'47" West, along the Northwest line of said Record of Survey being parallel to the Northwest line of Market Street as shown on said Town of Riverside, a distance of 330.47 feet to a point on the Northeasterly line of University Avenue (formerly Eight Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Southeast corner of Said Block 7, Range 8 and the most Westerly corner of said Record of Survey;

Thence North 60°14'06" West, along said Northeasterly line of University Avenue, a distance of 359.31 feet to a point, distant thereon 180.00 feet Southeasterly of the Southwest corner of said Block 7, Range 9;

Thence North 29°41'23" East, parallel with the Southeasterly line of Chestnut Street as shown on said Town of Riverside, a distance of 160.21 feet to the Southwesterly line of a 10' Alley;

Thence South 60°14'18" East, along said Southwesterly line of said Alley, a distance of 5.00 feet to a line parallel with and distant 145.00 feet Northwest of the Northwesterly line of said Fairmount Boulevard, measured along said Southwesterly line of Mission Inn Avenue;

Thence North 29°43'46" West, along said parallel line, a distance of 170.21 feet to said Southwesterly line of Mission Inn Avenue;

Thence South 60°14'31" East, along said Southwesterly line of Mission Inn Avenue, a distance of 353.75 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion lying Northeasterly of a line parallel with and distant 126.00 feet Southwesterly of said Southwesterly line of Mission Inn Avenue, measured at right angles from the said Southwesterly line.

Area – 73,226.4 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

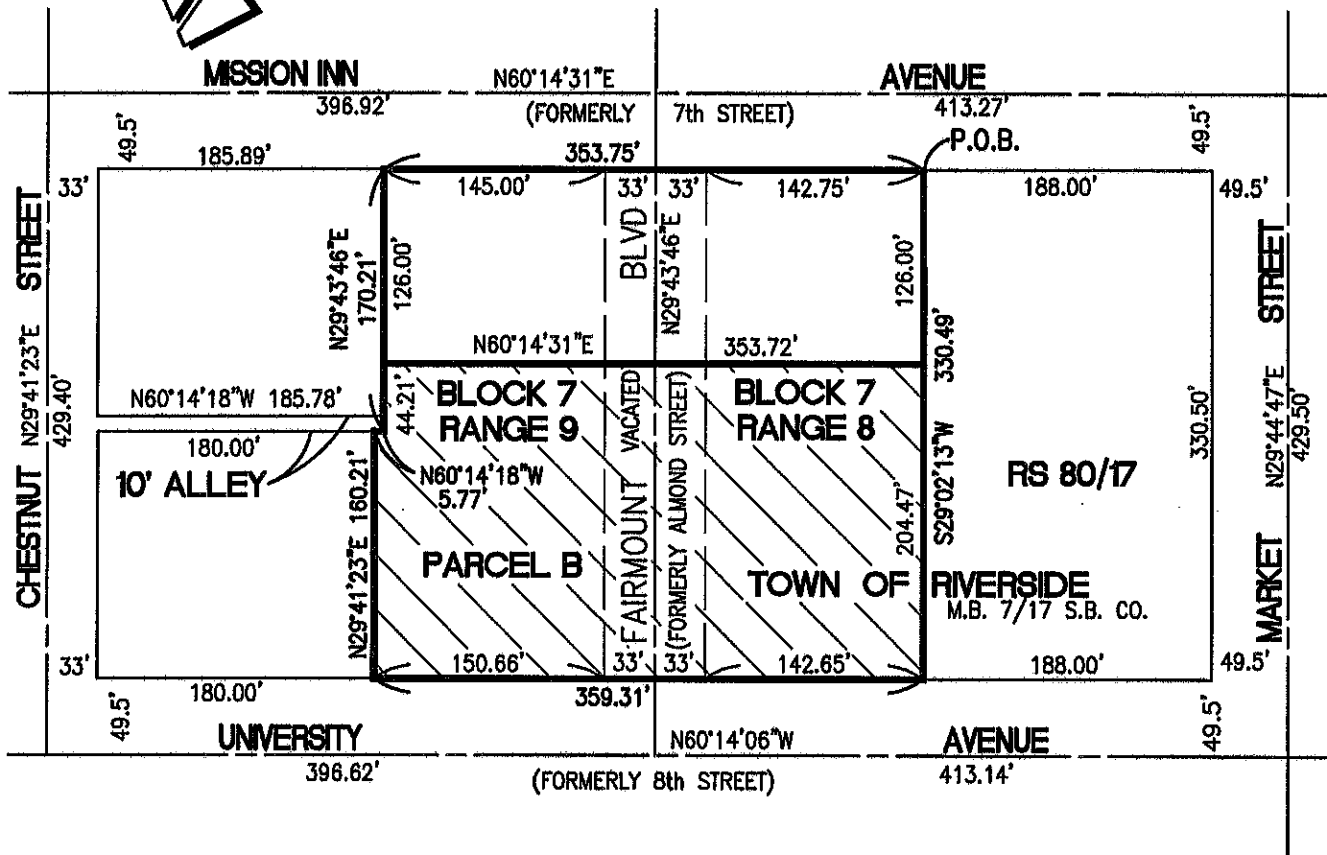
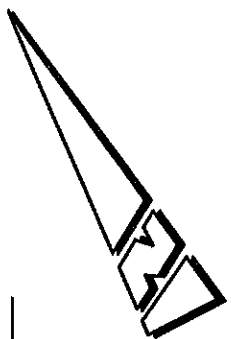
DBW 2/20/2024 Prep. cs
Douglas B. Webber, L.S. 9477 Date



EXHIBIT “B”

PLAT MAP

(Inserted behind this page)



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=NTS

DRAWN BY: CURT

DATE: 5/2/22

SUBJECT: DOWNTOWN LIBRARY SURPLUS PARCEL

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 RIVERSIDE)

On _____, before me, _____, personally appeared _____ 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.

Notary Signature

EXHIBIT "E"
NOTICE OF AFFORDABILITY RESTRICTIONS ON
TRANSFER OF PROPERTY

(Inserted behind this page)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
)
The City of Riverside, a California)
Charter city and municipal corporation)
)
)
Attn: City Manager)
)
)
Project: Assessor Parcel Numbers)
213-261-029 and 214-252-019)
)
)
)

(Space above for Recorder's Use Only)
This document is exempt from the payment of a recording fee
pursuant to Government Code Section 27383.

**NOTICE OF AFFORDABILITY RESTRICTIONS
ON TRANSFER OF PROPERTY**

Notice is hereby given that certain real property located in the City of Riverside, County of Riverside, State of California, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, is subject to certain affordability covenants and restrictions identified by that certain Purchase, Sale, and Development Agreement by and between the City of Riverside, a California charter city and municipal corporation (“**City**”) and **PELICAN COMMUNITIES. LLC**, a California limited liability company (“**Developer**”), dated and recorded concurrently herewith (“**Purchase, Sale, and Development Agreement**”) and incorporated herein by this reference.

The affordability covenants and restrictions set forth in the aforementioned Purchase, Sale, and Development Agreement shall expire fifty-five (55) years after the recordation of that certain Release of Construction Covenants by and between Developer and the City, dated concurrent herewith.

This notice is prepared for notice and recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants set forth in the Purchase, Sale and Development Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants set forth in the Regulatory Agreement and this notice, the terms, conditions, provisions and covenants set forth in the Regulatory Agreement shall prevail.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Notice of Affordability Restrictions on Transfer of Property has been executed as of the date set forth below.

“DEVELOPER”

PELICAN COMMUNITIES, LLC, a California limited liability company

By: _____

Name:

Its:

By: _____

Name:

Its:

“CITY”

THE CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____

City Manager

ATTESTED TO:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

(Inserted behind this page)

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Downtown Library Surplus Parcel
Por. APN's: 213-261-029 & 214-252-019
Address: 3911 University Avenue

PARCEL B

That certain real property located in the City of Riverside, County of Riverside, State of California, being that portion of Block 7, Range 8 and Block 7, Range 9, and that portion of Fairmount Boulevard (formerly Almond Street vacated) all within the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Southwesterly line of Mission Inn Avenue (formerly Seventh Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Northeast corner of said Block 7, Range 8, said point being the most Northerly corner of that parcel shown on a Record of Survey on file in Book 80, Page 17 of Records of Survey, Records of Riverside County, California;

Thence South 29°44'47" West, along the Northwest line of said Record of Survey being parallel to the Northwest line of Market Street as shown on said Town of Riverside, a distance of 330.47 feet to a point on the Northeasterly line of University Avenue (formerly Eight Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Southeast corner of Said Block 7, Range 8 and the most Westerly corner of said Record of Survey;

Thence North 60°14'06" West, along said Northeasterly line of University Avenue, a distance of 359.31 feet to a point, distant thereon 180.00 feet Southeasterly of the Southwest corner of said Block 7, Range 9;

Thence North 29°41'23" East, parallel with the Southeasterly line of Chestnut Street as shown on said Town of Riverside, a distance of 160.21 feet to the Southwesterly line of a 10' Alley;

Thence South 60°14'18" East, along said Southwesterly line of said Alley, a distance of 5.00 feet to a line parallel with and distant 145.00 feet Northwest of the Northwesterly line of said Fairmount Boulevard, measured along said Southwesterly line of Mission Inn Avenue;

Thence North 29°43'46" West, along said parallel line, a distance of 170.21 feet to said Southwesterly line of Mission Inn Avenue;

Thence South 60°14'31" East, along said Southwesterly line of Mission Inn Avenue, a distance of 353.75 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion lying Northeasterly of a line parallel with and distant 126.00 feet Southwesterly of said Southwesterly line of Mission Inn Avenue, measured at right angles from the said Southwesterly line.

Area – 73,226.4 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

DBW 2/20/2024 Prep. cs
Douglas B. Webber, L.S. 9477 Date



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)
)ss
COUNTY OF RIVERSIDE)

On _____, before me, _____, personally appeared _____ 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.

Notary Signature

EXHIBIT "F"
RECIPROCAL EASEMENT AGREEMENT

(Inserted behind this page)

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Property: 3911 University Avenue and
3775 Fairmount Boulevard,
Riverside, California,
APN Nos. 213-261-029 &
214-252-019

FOR RECORDER'S OFFICE USE ONLY

RECIPROCAL COVENANT AND AGREEMENT AND DECLARATION OF
RESTRICTIONS FOR PUBLIC PARKING AND UTILITY AND ACCESS EASEMENTS

THIS RECIPROCAL COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS FOR PUBLIC PARKING ("Covenant") is made and entered into this _____ day of _____, 20__, by **PELICAN COMMUNITIES, LLC**, a California limited liability company ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property located at 3911 University Avenue and 3775 Fairmount Boulevard, Riverside, California, known as Assessor's Parcel Numbers 213-261-029 & 214-252-019 ("Property"), more particularly described in Exhibit "A," Legal Description, and depicted in Exhibit "B," Plat Map, both attached hereto and incorporated herein by reference. Declarant purchased the Property, concurrently with the recording of this Covenant, from the City of Riverside ("City") for the purposes of developing a 392-bed mixed-use student housing project and parking structure (the "Project"). The Property is located adjacent to the City's Main Library.

B. The Property is and has been utilized by the City as a public parking lot.

C. As a condition of the sale of the Property by the City to Declarants, Declarant is required to execute and record a reciprocal covenant and agreement (i) restricting the use of sixty (60) parking spaces in the parking structure developed as part of the Project for use by the public and (ii) a perpetual easement for access to utility lines and the WQMP facility, the right to improve or alter certain hardscape items, and other purposes which Seller and Buyer may mutually agree upon.

D. Declarant hereby offers and agrees to record such a covenant and agreement restricting and continuing the use of the Property as either a private or a public parking lot and to put future owners, lessees, successors and assigns on notice of said restriction.

NOW THEREFORE, for the purposes of complying with the conditions of approval and putting future owners, lessees, successors and assigns on notice, Declarant hereby covenants and agrees to the following covenants, conditions, and restrictions:

1. Sixty (60) parking spaces in the parking structure developed as part of the Project shall be restricted for use by the public as a public parking lot within the parking structure to be constructed and maintained by Buyer, at no cost to Seller, in connection with the Project for public use twenty-four (24) hours a day, seven (7) days a week; provided, however, that Buyer shall have the right to charge the public to use such parking spaces at or above City parking rates before and after the adjacent Main Library's operating hours and for no other purpose.

2. [description of easements]

3. The terms of this Covenant may be enforced by City of Riverside, and its successors and assigns. Should the City bring an action to enforce the terms of this Covenant and Agreement and Declaration of Restrictions, each party shall bear their own attorney's fees.

3. This Covenant shall run with the land and each and all of its terms shall be binding upon the Declarant, its heirs, successors, and assigns, and shall continue in effect until such time as released by the Director of the Community & Economic Development Department of the City of Riverside, California, by a writing duly recorded.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Declarant has caused this Covenant to be executed as of the day and year first written above.

CITY OF RIVERSIDE, a California charter city
and municipal corporation

PELICAN COMMUNITIES, LLC,
a California limited liability company

By: _____
City Manager

By: _____
Its: _____

ATTESTED TO:

By: _____
Its: _____

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION

(Inserted behind this page)

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Downtown Library Surplus Parcel
Por. APN's: 213-261-029 & 214-252-019
Address: 3911 University Avenue

PARCEL B

That certain real property located in the City of Riverside, County of Riverside, State of California, being that portion of Block 7, Range 8 and Block 7, Range 9, and that portion of Fairmount Boulevard (formerly Almond Street vacated) all within the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Southwesterly line of Mission Inn Avenue (formerly Seventh Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Northeast corner of said Block 7, Range 8, said point being the most Northerly corner of that parcel shown on a Record of Survey on file in Book 80, Page 17 of Records of Survey, Records of Riverside County, California;

Thence South 29°44'47" West, along the Northwest line of said Record of Survey being parallel to the Northwest line of Market Street as shown on said Town of Riverside, a distance of 330.47 feet to a point on the Northeasterly line of University Avenue (formerly Eight Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Southeast corner of Said Block 7, Range 8 and the most Westerly corner of said Record of Survey;

Thence North 60°14'06" West, along said Northeasterly line of University Avenue, a distance of 359.31 feet to a point, distant thereon 180.00 feet Southeasterly of the Southwest corner of said Block 7, Range 9;

Thence North 29°41'23" East, parallel with the Southeasterly line of Chestnut Street as shown on said Town of Riverside, a distance of 160.21 feet to the Southwesterly line of a 10' Alley;

Thence South 60°14'18" East, along said Southwesterly line of said Alley, a distance of 5.00 feet to a line parallel with and distant 145.00 feet Northwest of the Northwesterly line of said Fairmount Boulevard, measured along said Southwesterly line of Mission Inn Avenue;

Thence North 29°43'46" West, along said parallel line, a distance of 170.21 feet to said Southwesterly line of Mission Inn Avenue;

Thence South 60°14'31" East, along said Southwesterly line of Mission Inn Avenue, a distance of 353.75 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion lying Northeasterly of a line parallel with and distant 126.00 feet Southwesterly of said Southwesterly line of Mission Inn Avenue, measured at right angles from the said Southwesterly line.

Area – 73,226.4 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

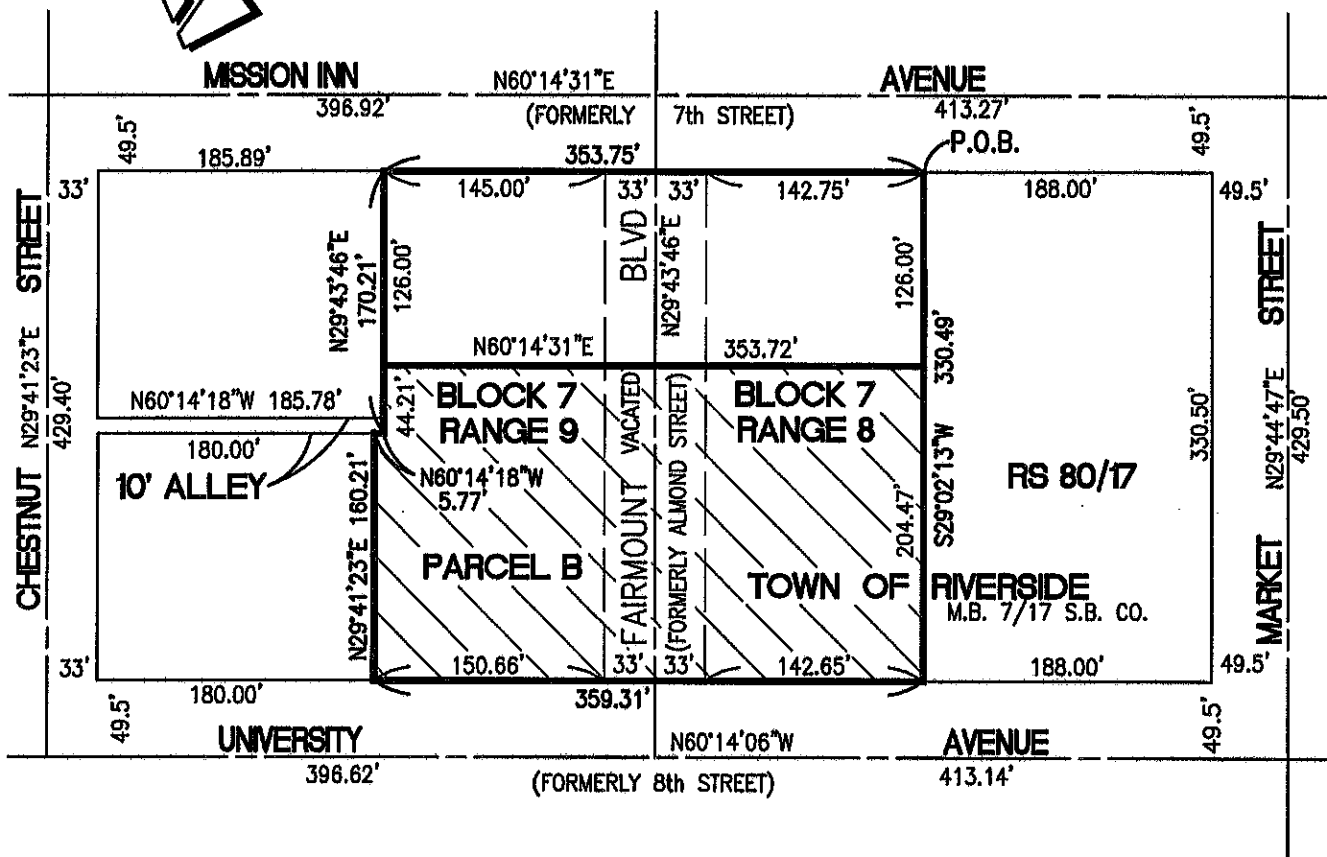
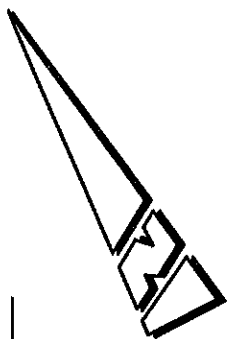
DBW 2/20/2024 Prep. cs
Douglas B. Webber, L.S. 9477 Date



EXHIBIT “B”

PLAT MAP

(Inserted behind this page)



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=NTS

DRAWN BY: CURT

DATE: 5/2/22

SUBJECT: DOWNTOWN LIBRARY SURPLUS PARCEL

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)
)ss
COUNTY OF RIVERSIDE)

On _____, before me, _____,
personally appeared _____ 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.

Notary Signature

EXHIBIT "G"
COVENANT AND AGREEMENT RE SALE OF THE PROPERTY
TO TAX-EXEMPT ENTITY

(Inserted behind this page)

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Project: 3911 University Avenue and
3775 Fairmount Boulevard, Riverside,
California, APN Nos. 213-261-029 &
214-252-019

For Recorder's Office Use Only

**COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
(SALE TO TAX-EXEMPT ENTITY)**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this _____ day of _____, 2024, by **PELICAN COMMUNITIES, LLC**, a California limited liability company ("Declarant") with reference to the following facts.

RECITALS

A. Declarant is the fee owner of the real property located at 3911 University Avenue and 3775 Fairmount Boulevard, Riverside, California, known as Assessor's Parcel Numbers 213-261-029 & 214-252-019 ("Property"), more particularly described in Exhibit "A," Legal Description, and depicted in Exhibit "B," Plat Map, both attached hereto and incorporated herein by reference. Declarant purchased the Property, concurrently with the recording of this Covenant, from the City of Riverside ("City") for the purposes of developing a 392-bed mixed-use student housing project and parking structure (the "Project"). The Property is located adjacent to the City's Main Library.

B. As a condition of the sale of the Property by the City to Declarants, Declarant is required to execute and record a covenant and agreement against the Property regarding property taxes ("Covenant"). The Covenant shall provide that if Buyer sells the Property to a tax-exempt college, university or other educational institution or any associated not-for-profit entity ("College") within forty (40) years following the acquisition of the Property, and the College obtains a property tax exemption with respect to the Property, then the College shall pay to the City, commencing upon the effectiveness of the exemption and each year thereafter for the remaining portion of such 40-year term, the City's share of the property taxes it would have received but for the exemption, based on the City's share of the property taxes in the year of the sale to College, as increased by two percent (2%) every year until the termination of such 40-year term.

C. Declarant hereby offers and agrees to record such a covenant and agreement to put future owners, lessees, successors and assigns on notice of said restriction.

NOW, THEREFORE, incorporating the above recitals and for the purposes of complying with the condition of approval and putting future owners, lessees, successors and assigns on notice, Declarant hereby covenants and agrees to the following covenants, conditions, and restrictions.

1. If Declarant sells the Property to a tax-exempt college, university or other educational institution or any associated not-for-profit entity (“College”) within forty (40) years following the acquisition of the Property, and the College obtains a property tax exemption with respect to the Property, then the College shall pay to the City, commencing upon the effectiveness of the exemption and each year thereafter for the remaining portion of such 40-year term, the City’s share of the property taxes it would have received but for the exemption, based on the City’s share of the property taxes in the year of the sale to College, as increased by two percent (2%) every year until the termination of such 40-year term.

2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, and its successors and assigns. Should the City bring an action to enforce the terms of this Covenant and Agreement and Declaration of Restrictions, each party shall bear their own attorney’s fees.

3. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the Declarant, its heirs, successors and assigns, and shall continue in effect until such time as released the Community Development Director of the City of Riverside, California, by a writing duly recorded.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement and Declaration of Restrictions to be executed as of the day and year first written above.

DECLARANT:

PELICAN COMMUNITIES, LLC,
a California limited liability company

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Susan D. Wilson
Assistant City Attorney

Community Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

(Inserted behind this page)

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Downtown Library Surplus Parcel
Por. APN's: 213-261-029 & 214-252-019
Address: 3911 University Avenue

PARCEL B

That certain real property located in the City of Riverside, County of Riverside, State of California, being that portion of Block 7, Range 8 and Block 7, Range 9, and that portion of Fairmount Boulevard (formerly Almond Street vacated) all within the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Southwesterly line of Mission Inn Avenue (formerly Seventh Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Northeast corner of said Block 7, Range 8, said point being the most Northerly corner of that parcel shown on a Record of Survey on file in Book 80, Page 17 of Records of Survey, Records of Riverside County, California;

Thence South 29°44'47" West, along the Northwest line of said Record of Survey being parallel to the Northwest line of Market Street as shown on said Town of Riverside, a distance of 330.47 feet to a point on the Northeasterly line of University Avenue (formerly Eight Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Southeast corner of Said Block 7, Range 8 and the most Westerly corner of said Record of Survey;

Thence North 60°14'06" West, along said Northeasterly line of University Avenue, a distance of 359.31 feet to a point, distant thereon 180.00 feet Southeasterly of the Southwest corner of said Block 7, Range 9;

Thence North 29°41'23" East, parallel with the Southeasterly line of Chestnut Street as shown on said Town of Riverside, a distance of 160.21 feet to the Southwesterly line of a 10' Alley;

Thence South 60°14'18" East, along said Southwesterly line of said Alley, a distance of 5.00 feet to a line parallel with and distant 145.00 feet Northwest of the Northwesterly line of said Fairmount Boulevard, measured along said Southwesterly line of Mission Inn Avenue;

Thence North 29°43'46" West, along said parallel line, a distance of 170.21 feet to said Southwesterly line of Mission Inn Avenue;

Thence South 60°14'31" East, along said Southwesterly line of Mission Inn Avenue, a distance of 353.75 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion lying Northeasterly of a line parallel with and distant 126.00 feet Southwesterly of said Southwesterly line of Mission Inn Avenue, measured at right angles from the said Southwesterly line.

Area – 73,226.4 S.F. more or less

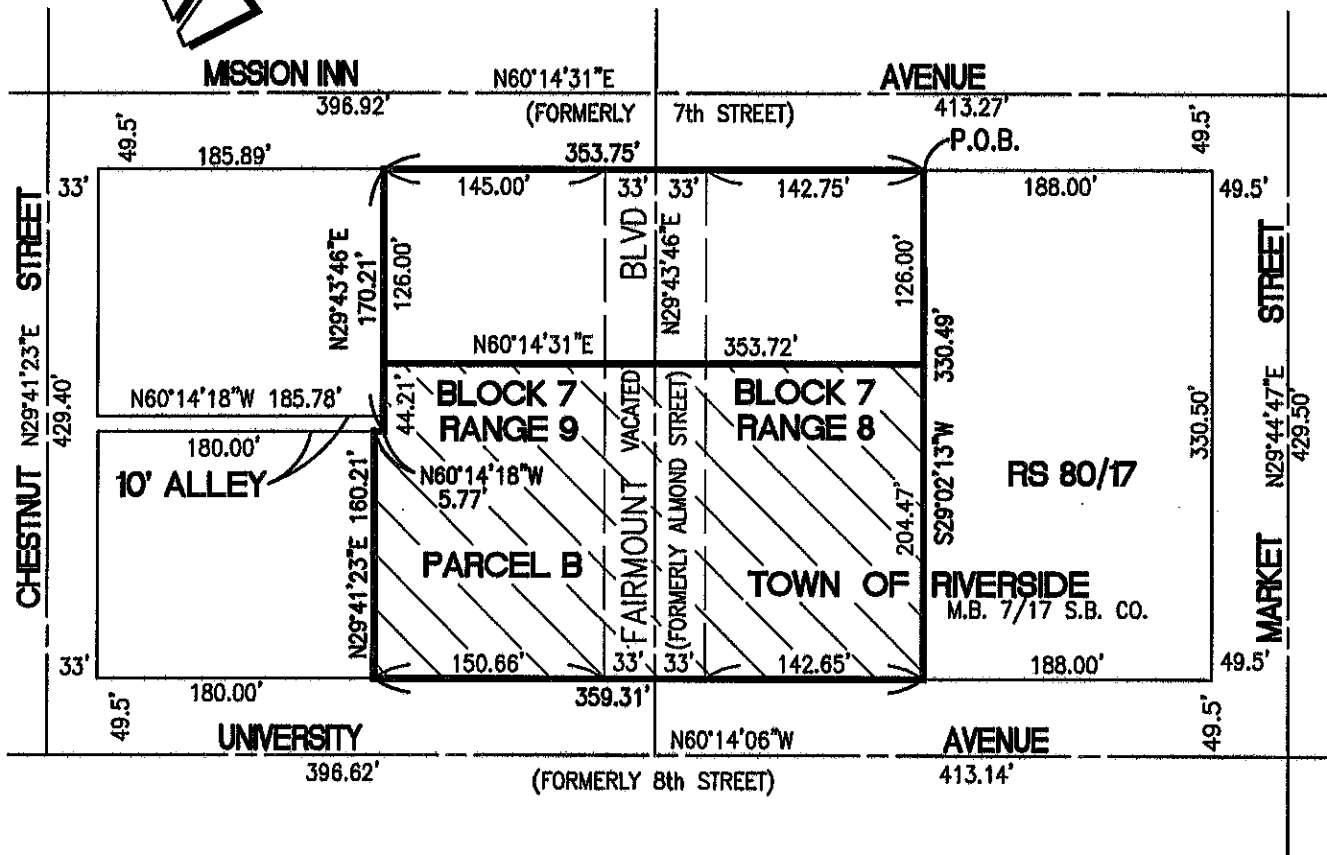
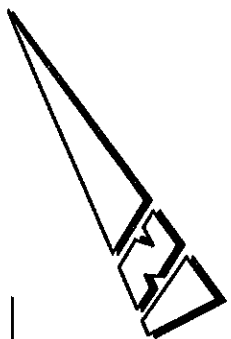
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

DBW 2/20/2024 Prep. cs
Douglas B. Webber, L.S. 9477 Date



EXHIBIT "B"
PLAT MAP

(Inserted behind this page)



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=NTS

DRAWN BY: CURT

DATE: 5/2/22

SUBJECT: DOWNTOWN LIBRARY SURPLUS PARCEL

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)
)ss
COUNTY OF RIVERSIDE)

On _____, before me, _____,
personally appeared _____ 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.

Notary Signature

EXHIBIT "H"
RELEASE OF CONSTRUCTION COVENANTS

(Inserted behind this page)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
))
))
City of Riverside)
3900 Main Street)
Riverside, CA 92522)
Attn: Housing Project Manager)
))
Project: Assessor Parcel Numbers)
213-262-029 and 214-252-019)

(Space above for Recorder’s Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (“Release”) is hereby made as of this ___ day of _____, 2024, by **THE CITY OF RIVERSIDE**, a California charter city and municipal corporation (“**Seller**”) and **PELICAN COMMUNITIES, LLC**, a California limited liability company (“**Developer**”).

RECITALS

A. The City and the Developer have entered into that certain Purchase, Sale, and Development Agreement (“**Agreement**”) and Regulatory Agreement, both dated _____, 2023, (“**Effective Date**”). The Agreement provides for the completion of certain improvements (“**Project**”) to property, located at 3911 University Avenue and 3775 Fairmount Boulevard, Riverside, California, known as Assessor’s Parcel Numbers 213-261-019 and 214-252-019 (“**Property**”), and more particularly described and depicted on Exhibits “A” and “B” attached hereto and made a part hereof by this reference. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement. The original and executed version of the Regulatory Agreement was recorded with the County of Riverside Recorder on _____ as Document # _____.

B. As required in the Agreement and the Regulatory Agreement, the City shall furnish the Developer with a Release of Construction Covenants (“**Release**”) upon completion of the Project which Certificate shall be in such form as to permit it to be recorded in the Riverside County Recorder’s Office.

C. The City has conclusively determined that the construction of the Project required by the Agreement and the Regulatory Agreement on the Property has been satisfactorily completed.

NOW, THEREFORE, the City hereto certifies as follows:

1. As provided in the Agreement and the Regulatory Agreement, the City does hereby certify that all of the construction of the Project on the Property has been fully and satisfactorily performed and completed in accordance with the Agreement and the Regulatory Agreement.

2. After the recordation of this Release, any person or entity then owning or thereafter purchasing, or otherwise acquiring any interest in the Property will not (because of such ownership, purchase, or acquisition) incur any obligation or liability under the Regulatory Agreement to construct the Project, however, such party shall be bound by any and all of the covenants, conditions, and restrictions concerning the use, maintenance, and operation of the Property which survive such recordation.

3. This Release is not a notice of completion as referred to in Section 3093 of the California Civil Code.

IN WITNESS WHEREOF, the City has executed this Release as of the date set forth above.

“CITY”

THE CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____

Mike Futrell

Its: City Manager

Dated: _____

Approved as to Form:

Assistant City Attorney

ATTESTED TO:

By: _____
City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

(Inserted behind this page)

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Downtown Library Surplus Parcel
Por. APN's: 213-261-029 & 214-252-019
Address: 3911 University Avenue

PARCEL B

That certain real property located in the City of Riverside, County of Riverside, State of California, being that portion of Block 7, Range 8 and Block 7, Range 9, and that portion of Fairmount Boulevard (formerly Almond Street vacated) all within the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Southwesterly line of Mission Inn Avenue (formerly Seventh Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Northeast corner of said Block 7, Range 8, said point being the most Northerly corner of that parcel shown on a Record of Survey on file in Book 80, Page 17 of Records of Survey, Records of Riverside County, California;

Thence South 29°44'47" West, along the Northwest line of said Record of Survey being parallel to the Northwest line of Market Street as shown on said Town of Riverside, a distance of 330.47 feet to a point on the Northeasterly line of University Avenue (formerly Eight Street) as shown on said Town of Riverside, distant thereon 188.00 feet Northwest of the Southeast corner of Said Block 7, Range 8 and the most Westerly corner of said Record of Survey;

Thence North 60°14'06" West, along said Northeasterly line of University Avenue, a distance of 359.31 feet to a point, distant thereon 180.00 feet Southeasterly of the Southwest corner of said Block 7, Range 9;

Thence North 29°41'23" East, parallel with the Southeasterly line of Chestnut Street as shown on said Town of Riverside, a distance of 160.21 feet to the Southwesterly line of a 10' Alley;

Thence South 60°14'18" East, along said Southwesterly line of said Alley, a distance of 5.00 feet to a line parallel with and distant 145.00 feet Northwest of the Northwesterly line of said Fairmount Boulevard, measured along said Southwesterly line of Mission Inn Avenue;

Thence North 29°43'46" West, along said parallel line, a distance of 170.21 feet to said Southwesterly line of Mission Inn Avenue;

Thence South 60°14'31" East, along said Southwesterly line of Mission Inn Avenue, a distance of 353.75 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion lying Northeasterly of a line parallel with and distant 126.00 feet Southwesterly of said Southwesterly line of Mission Inn Avenue, measured at right angles from the said Southwesterly line.

Area – 73,226.4 S.F. more or less

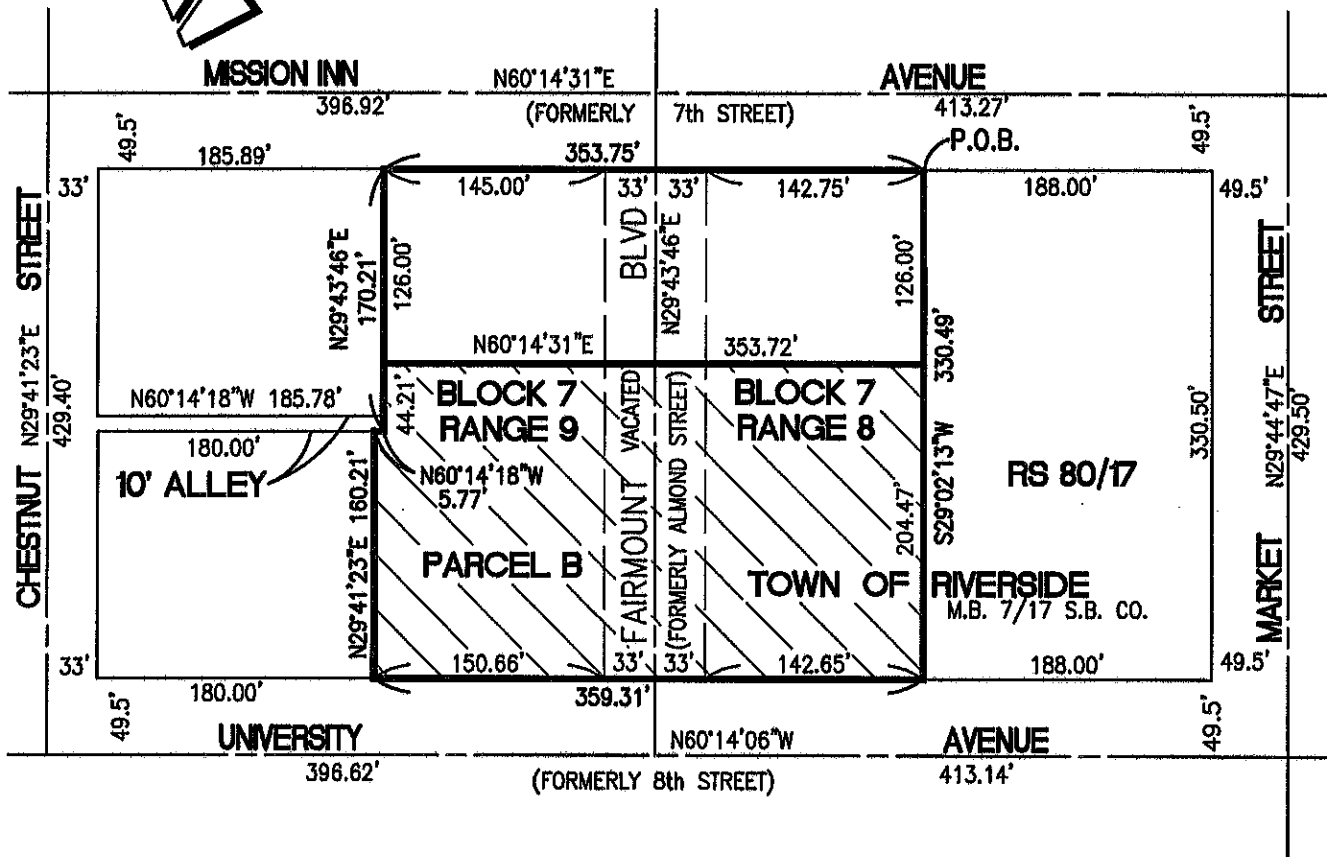
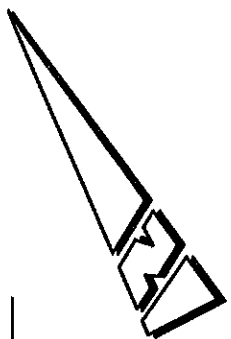
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

DBW 2/20/2024 Prep. cs
Douglas B. Webber, L.S. 9477 Date



EXHIBIT "B"
PLAT MAP

(Inserted behind this page)



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=NTS

DRAWN BY: CURT

DATE: 5/2/22

SUBJECT: DOWNTOWN LIBRARY SURPLUS PARCEL

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)
)ss
COUNTY OF RIVERSIDE)

On _____, before me, _____, personally appeared _____ 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.

Notary Signature

EXHIBIT "I"
HCD LETTER

(Inserted behind this page)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



May 18, 2023

Chris Christopoulos, Deputy Community & Economic Development Director
Community & Economic Development Department
City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522

Dear Chris Christopoulos:

**RE: Written Comments Regarding the City of Riverside's Surplus Land
Disposition Documentation for the Property at 3911 University Avenue and
3775 Fairmount Boulevard (APNs 213-261-027 and 214-252-016)**

Thank you for submitting your surplus land documentation, on behalf of the City of Riverside (City), for review by the California Department of Housing and Community Development (HCD). We received your partial documentation on May 1, 2023. This letter constitutes HCD's written comments pursuant to Government Code section 54230.5 of the Surplus Land Act (SLA), for the properties located at APNs 213-261-027 and 214-252-016, including provisional permission to proceed with the sale or lease.

According to your letter and included documents, a Resolution declaring the property to be surplus was issued on August 8, 2017, and Notices of Availability (NOA) were sent on August 21, 2020. The City was able to provide HCD limited documentation that the required local public entities and CalHFA certified housing sponsor list was noticed. During the required 60-day period, one affordable housing entity, Pelican Communities, expressed interest in the properties, but no sale was finalized for the purposes of developing affordable housing. Pelican Communities has agreed to purchase the property for the purposes of developing approximately 400 units of student housing or group quarters. The City provided HCD a detailed summary of negotiations. The City also provided HCD with a copy of the appropriate draft affordability covenant to be recorded against the properties.

If the submitted documentation and verbal assurances by the City are complete and accurate, HCD determines that you have met all the requirements under the SLA for the purposes of disposing of the surplus land located at APNs 213-261-027 and 214-252-016. The City is permitted to proceed with the sale or lease of the properties.

If, subsequent to this letter, HCD becomes aware that any of the information provided to HCD by the City is inaccurate or false, HCD retains the right to revoke the disposition approval and the City would be subject to the penalties found in Government Code 54230.5, subsection (a).

The City or its representatives may send any questions to publiclands@hcd.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Laura Nunn".

Laura Nunn
Senior Manager, Housing Accountability Unit
Housing Policy Division

Signature: *Jennifer A. Lilley*

Email: JLilley@riversideca.gov