

**FOURTH AMENDMENT TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(3753 MYERS STREET)**

THIS FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (3753 MYERS STREET) ("Fourth Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity ("Authority"), and HABITAT FOR HUMANITY RIVERSIDE, INC., a California non-profit public benefit corporation ("Developer")(hereafter collectively referred to as "Parties"), with reference to the following:

**RECITALS**

A. On July 30, 2015, Authority and Developer entered into a Disposition and Development Agreement ("Agreement") regarding the disposition of specific property located at 3753 Myers Street, Riverside, California, Assessor Parcel Number 234-101-051 ("Property"), owned by Authority and to be purchased by Developer. The Agreement intended for the construction of twelve (12) common-interest Affordable Units on Property to be sold at a Gross Affordable Sales Price to Low Income Households who are also First Time Homebuyers.

B. To help fund the development and disposition of Property, on July 27, 2017, Authority and Developer executed the First Amendment to Disposition and Development Agreement ("First Amendment"), wherein Parties agreed to modify the project size, adjust funding sources, and extend the outside closing date for escrow to July 28, 2017.

C. On June 7, 2018, Authority and Developer executed the Second Amendment to the Disposition and Development Agreement ("Second Amendment"), wherein Parties extended the outside closing date for the Disposition and Development Agreement to May 2, 2019, with an option to extend this date by an additional six (6) months.

D. On May 20, 2020, Authority and Developer executed the Third Amendment to the Disposition and Development Agreement ("Third Amendment"), wherein Parties extended the outside closing date for the Disposition and Development Agreement to July 31, 2020.

E. Authority and Developer now desire to enter into a Fourth Amendment to Disposition and Development Agreement to extend the outside closing date to December 31, 2020.

NOW THEREFORE, in consideration of the Recitals above, Authority and Developer agree as follows:

1. Section 1, DEFINITIONS, 1.1 Defined Terms, is amended in its entirety to read as follows:

“‘Outside Closing Date’ means December 31, 2020.”

2. All terms and conditions of the Disposition and Development Agreement, as amended, not inconsistent with this Fourth Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, Authority and Developer have signed this Fourth Amendment as of the date set opposite their signatures.

**"DEVELOPER"**

HABITAT FOR HUMANITY  
RIVERSIDE, INC., a California  
non-profit public benefit corporation

Dated: 8/24/2020

By: Michael T Vanderpool  
Name: Michael T VANDERPOOL  
Its: TREASURER

Dated: 8/24/2020

By: Kathy Michalak  
Name: KATHY MICHALAK  
Its: EXECUTIVE DIRECTOR

**"AUTHORITY"**

HOUSING AUTHORITY OF THE  
CITY OF RIVERSIDE, a public  
entity

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Authority Secretary

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]  
Authority General Counsel

14-1910.8 KJS 08/14/20

## ACKNOWLEDGMENT

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

State of California  
County of Riverside

On August 24, 2020 before me, Yolanda Vega - Notary  
(insert name and title of the officer)

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

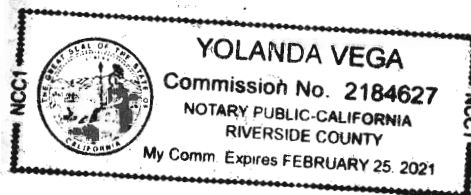
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Yolanda Vega

(Seal)



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State of California

County of Riverside

On August 24, 2020 before me, Yolanda Vega - Notary  
(insert name and title of the officer)

personally appeared Kathy Michalak  
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.

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WITNESS my hand and official seal.

Signature

Yolanda Vega

(Seal)

