

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

Housing Authority of the City of Riverside
3900 Main Street
Riverside, CA 92522

Modification to Loan Documents
(Housing Authority of the City of Riverside – Mission Heritage Plaza)

This Modification to Loan Documents (the "Agreement") is dated as of September 15, 2020, and is between the Housing Authority of the City of Riverside, a public body corporate and politic (the "Authority"), and Mission Heritage Plaza LP, a California limited partnership ("Borrower"), with reference to the following facts, purposes and intentions.

RECITALS

A. The Authority, the Fair Housing Council of Riverside County, Inc. ("FHC") and Borrower entered into a Loan Agreement dated as of March 6, 2018 (the "Authority Loan Agreement") pursuant to which the Authority provided a One Million Dollar (\$1,000,000) acquisition loan to FHC (the "Authority Loan Fair Housing") and a Two Million Dollar (\$2,000,000) development loan to Borrower (the "Authority Loan Developer").

B. The Authority Loan Fair Housing is evidenced by a Promissory Note by FHC for the benefit of the Authority dated March 29, 2018, (the "Authority Loan Fair Housing Note") and is secured by a Deed of Trust, Fixture Filing and Assignment of Rents by FHC for the benefit of the Authority (the "Authority Loan Fair Housing Deed of Trust") dated March 29, 2018 and recorded on April 2, 2018 as instrument number 2018-012-5093 in the Official Records of Riverside County (the "Official Records").

C. The Authority Loan Developer is evidenced by a Promissory Note by Developer for the benefit of the Authority dated January 25, 2018 (the "Authority Loan Developer Note") and is secured by a Deed of Trust, Fixture Filing and Assignment of Rents by Borrower for the benefit of the Authority dated March 18, 2019 and recorded in the Official Records on July 1, 2019 (the "Authority Loan Developer Deed of Trust").

D. In connection with the Authority Loan Fair Housing and the Authority Loan Developer, the Authority and FHC entered into that certain Regulatory Agreement with the Authority, dated March 29, 2018 and recorded in the Official Records on April 2, 2018 as

instrument number 2018-0125092 (the "Authority Regulatory Agreement") and that certain Notice of Affordability Restrictions on Transfer of Property (the "Authority Restrictions")

E. On March 29, 2018, FHC assigned and Borrower assumed all of FHC's right and responsibilities under the Authority Loan Agreement, Authority Loan Fair Housing Note, the Authority Loan Fair Housing Deed of Trust, the Authority Regulatory Agreement and Authority Restrictions, as more particularly described in that certain Assignment and Assumption Agreement recorded in the Official Records on April 19, 2018 as series number 2018-015-2094 (the "Assignment Agreement").

F. The Authority Loan Agreement, Authority Regulatory Agreement, Authority Loan Fair Housing Note, Authority Loan Fair Housing Deed of Trust, Authority Loan Developer Note, Authority Loan Developer Deed of Trust and the Authority Restrictions and the Assignment Agreement are referred to in this Agreement as the "Loan Documents". The Authority Loan Fair Housing Note and the Authority Loan Developer Note are referred to in this Agreement collectively as the "Authority Promissory Notes". The Authority Loan Fair Housing Deed of Trust and the Authority Loan Developer Deed of Trust are referred to in this Agreement collectively as the "Authority Deeds of Trust". All other capitalized terms not otherwise defined in this Agreement have the meaning set forth in the Authority Loan Agreement.

G. All of the Authority Loan Fair Housing and Authority Loan Developer (collectively, the "Loan") has been disbursed. Borrower has utilized the Loan funds in connection with the Project, which will consist of seventy-one (71) units of affordable housing (plus one manager's unit), referred to in the Loan Documents as the "Residential Component", and approximately 8,000 square feet of commercial space, referred to in the Loan Documents as the "Commercial Component".

H. The Borrower is in the process of merging the Acquisition Parcels and the Fair Housing Parcels (as such terms are defined in the Authority Loan Agreement), and will record a map to reflect the merger and the subdivide such merged parcels allow for the construction of the Residential Component and Commercial Component on separate lawful parcels and the transfer of the Commercial Component parcel by the Borrower to FHC.

I. In connection with Borrower's financing of the Housing Parcel the parties wish to make certain modifications to the Loan Documents, including but not limited to: releasing the Commercial Component from the Loan Documents, reducing the Loan interest rate to [0%], allowing for certain transfer and subordination language required by the tax credit investor, and construction and permanent lenders, aligning payment requirements with California Department of Housing and Community Development standards, and updating the Project budget and schedule.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Site and Project Description; Partial Release of Regulatory Agreement; Partial Reconveyance of Deeds of Trust.

- a. Definition of Site and Property. Notwithstanding anything to the contrary therein, as used in the Loan Documents, the terms "Site", "Land", and "Property" shall mean that certain real property more particularly described in Exhibit A to this Agreement. Upon recordation of this Agreement, (i) the Authority Regulatory Agreement, Authority Restrictions, Authority Loan Agreement and Authority Promissory Notes (as assigned pursuant to the Assignment Agreement) are released from and terminated with respect to any real property not described in Exhibit A and (ii) the Authority will concurrently record a partial reconveyance of the Authority Loan Developer Deed of Trust to ensure that the Authority Loan Developer Deed of Trust only encumbers and affects the property described in Exhibit A.
- b. Definition of Project. As used in the Loan Documents, the term "Project" means the Residential Component only. The Commercial Component is not part of the Project.
2. Interest Rate. As of the date of this Agreement, the Loan has accrued \$ ____ in interest, which shall remain payable in accordance with Section 3 below. Commencing on the date of this Agreement, the interest rate on outstanding balance of the Loan shall be modified from 3% simple interest per annum to 0% simple interest. Section (a) of each of the Authority Deeds of Trust and Section 3(b) of each of the Authority Notes are hereby modified accordingly.
3. Repayment. Annual payments of the Authority's Share of Residual Receipts shall commence on June 1, 2023, and Section 3(c) of each of the Notes is revised accordingly. The Lender's Share of Residual Receipts, as defined in the Notes will be 50% of Residual Receipts, and Section 4(iv) of the Notes is revised accordingly. In calculating the Authority's Prorata Share of Residual receipts, subordinate debt will include the Loan, any HCD financing, and any other financing payable from cash flow to a public entity.
4. Permitted Transfers. The following transfers are added to Section 2.2.3 of the Authority Loan Agreement: (vii) the execution of an option and right of first refusal agreement and the transfer under such an agreement to Wakeland, FHC, or Wakeland Mission Heritage LLC (the managing general partner of Borrower) or MHP FH, LLC (the co-general partner of Borrower), and; (viii) the transfer of the limited partner interest of Borrower.
5. Project Budget. The Project Budget (also referred to as the projections) included as Attachment 5 of the Authority Loan Agreement is replaced with the Project Budget included as Exhibit B to this Agreement.
6. Submission of Evidence of Financing and the Construction Contract. The Evidence of Financing described in Section 3.1 of the Authority Loan Agreement and the Construction Contract described in Section 3.2 and 4.6 of the Authority Loan Agreement shall be submitted by Borrower on or prior to the close of the Project's construction financing.
7. Schedule of Performance. The Schedule of Performance included as Attachment 4 of the Authority Loan Agreement is replaced with the Schedule of Performance included as Exhibit C to this Agreement.

8. Site Plan and Project Description. An updated Site Plan and Project Description attached here as Exhibit D will replace Attachment 1 and Attachment 3 of the Authority Loan Agreement, respectively.

9. Subordination to Reciprocal Easement Agreement. The Authority will subordinate the Authority Deeds of Trust to the Reciprocal Easement Agreement (the "REA"), in a form acceptable to the Authority, to be recorded at the Project's construction loan closing. The REA will address the shared uses between the Residential Component and the Commercial Component.

10. Casualty. In addition, without limiting the terms of any subordination agreement, Section 1.5 of each of the Authority Loan Deeds of Trust is subject to the rights of senior lenders and the Authority shall make insurance proceeds available for rebuilding (rather than repaying the Loan) so long as there are adequate proceeds to rebuild prior to the end of the Term.

11. Subsidy Loss. In the event of a loss of subsidy to the Project, including but not limited to a reduction or termination of the Project Based Section 8 or VHHP vouchers, through no fault of Borrower, (a) Borrower shall notify the Authority of such loss; (b) increase rents and income levels of the Affordable Units in the Project to the extent allowed by TCAC; and (c) develop and implement a plan, reasonably acceptable to the Authority and Developer that will help to minimize disruption to and support residents in any of the permanent supportive housing units transition to higher rents or reduced services that may result from such loss of subsidy.

12. Notices. Notices under the Loan Documents shall be sent as copies to the following additional parties, if to Borrower:

Goldfarb & Lipman
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attention: Heather Gould

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. 5th Street, 64th Floor
Los Angeles, CA 90071
Attention: Lance Bocarsly

Bank of America, N.A.
Mail Code: MA1-225-02-02
225 Franklin St.
Boston, MA 02110
Attention: Asset Management (Mission Heritage)

with a copy to:

Buchalter, a Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017

Attention: Michael A. Williamson, Esq.
Re: Mission Heritage (B0965-0487)

13. Full Force and Effect. Except as set forth in this Agreement, the Loan Documents remain unmodified and is in full force and effect.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

15. California Law. This Agreement is governed by and construed in accordance with the laws of the State of California.

16. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which will be deemed an original but all of which together constitute one and the same agreement.

[Signatures on following page]

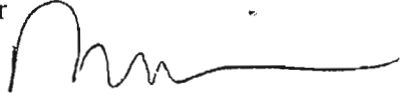
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWER:

Mission Heritage LP, a California limited partnership

By: Wakeland Mission Heritage LLC, a California limited liability company, its Managing General Partner

By: Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: 
Name: Rebecca Lovie
Its: VP/Chief Operating Officer

By: MHP-FH, LLC, a California limited liability company, its Managing General Partner

By: The Fair Housing Council of Riverside County, Inc., a California nonprofit public benefit corporation, its sole member and manager

By: _____
Rose Mayes,
Executive Director

[SIGNATURES MUST BE NOTARIZED]

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWER:

Mission Heritage LP, a California limited partnership

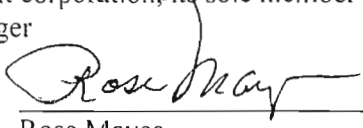
By: Wakeland Mission Heritage LLC, a California limited liability company, its Managing General Partner

By: Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: _____
Name: _____
Its: _____

By: MHP-FH, LLC, a California limited liability company, its Managing General Partner

By: The Fair Housing Council of Riverside County, Inc., a California nonprofit public benefit corporation, its sole member and manager

By: 
Rose Mayes,
Executive Director

[SIGNATURES MUST BE NOTARIZED]

[SIGNATURES CONTINUED ON NEXT PAGE]

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

STATE OF CALIFORNIA)
COUNTY OF San Diego)

On Sept. 3rd 2020, before me, Ash Nickle, Notary Public, personally appeared Rebecca Louie, 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]
Name: Ash Nickle, Notary Public
Notary Public


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.

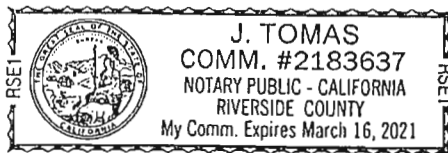
STATE OF CALIFORNIA)
)
COUNTY OF Riverside)

On September 4, 2020, before me, J. Tomas, Notary Public, personally appeared Rose Mayes, 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.


Name: J. Tomas
Notary Public




AUTHORITY:

Housing Authority of the City of Riverside, a public
body corporate and politic

By: _____
Name: _____
Title: _____


APPROVED AS TO FORM:

By:  _____
Name: Lauren Sanchez
Title: Deputy City Attorney

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:  _____
Chief Financial Officer

[SIGNATURES MUST BE NOTARIZED]

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 _____)

On _____, before me, _____, Notary Public, 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.

Name: _____
Notary Public

Exhibit A
Legal Description

[Insert Legal Description of Residential Parcel]

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Parcel Map No. 37406

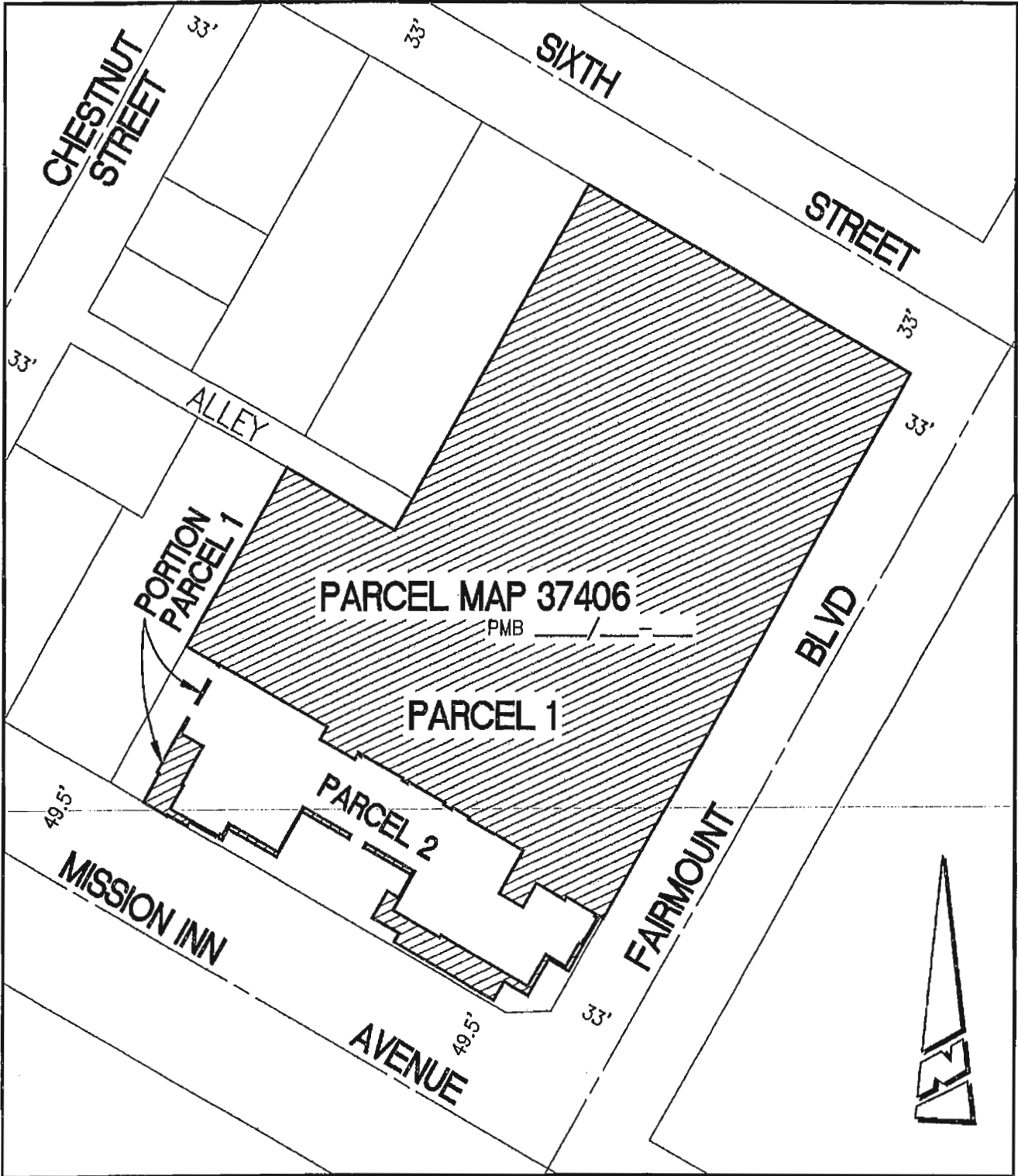
That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map No. 37406, as shown by map on file in Book _____, Pages _____ through _____ of Parcel Maps, Records of Riverside County, California

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

Curtis C. Stephens, L.S. 7519 Date Prep. _____





• 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"=60'	DRAWN BY: CURT	DATE: 9/8/20	SUBJECT: PARCEL MAP 37406
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Exhibit B
Project Budget

Exhibit B

Mission Heritage Plaza
Uses of Funds

Version: 4.03 Closing
Revised: July 28, 2020

PAGE 1-A

	24.15%		8.85%		DEPRECIABLE			TAX CREDIT ELIGIBLE			
	TOTAL	RESIDENTIAL	TOTAL	COMMERCIAL	NON-DEPREG	RESIDENTIAL	NON-RES	EXPENSE	AMORTIZE	CONSTR/REHAB	ACQUIS.
ACQUISITION COSTS											
Acquisition Land Costs	807,749	807,749	0	0	807,749	0	0	0	0	0	0
Land Value	1,802,251	1,682,261	0	0	1,692,281	0	0	0	0	0	0
Demolition (non-GO costs)	240,170	240,170	0	0	240,170	0	0	0	0	0	0
GENERAL DEVELOPMENT COSTS											
Total Construction Budget	29,977,594	28,255,284	1,862,310	0	0	22,099,273	0	0	0	22,099,273	0
Residential Construction	22,099,273	22,099,273	0	0	0	22,099,273	0	0	0	22,099,273	0
Demolition	35,700	35,700	0	0	35,700	0	0	0	0	35,700	0
Solar Thermal/PV	440,029	440,029	0	0	0	440,029	0	0	0	440,029	0
Site Improvements/Landscape	2,001,593	2,001,593	0	0	0	2,001,593	0	0	0	2,001,593	0
Site Improvements/Landscape	581,722	581,722	0	0	0	581,722	0	0	0	581,722	0
Personal Property Included in Contract	1,145,408	1,145,408	0	0	0	1,145,408	0	0	0	1,145,408	0
Contractor General Requirements	1,385,531	1,385,531	0	0	0	1,385,531	0	0	0	1,385,531	0
Contractor Overhead & Profit	685,830	685,830	0	0	0	685,830	0	0	0	685,830	0
Contractor Bond/Insurance	0	0	0	0	0	0	0	0	0	0	0
Commercial Tenant Improvements	1,662,310	0	1,662,310	0	0	1,662,310	0	0	0	0	0
Commercial TI Contingency (5%)	83,115	0	83,115	0	0	83,115	0	0	0	0	0
Residential Construction Contingency (5%)	1,412,764	1,412,764	0	0	0	1,412,764	0	0	0	1,412,764	0
Local Permits/Fees/Utility Fees	250,000	235,115	15,885	0	0	235,115	15,885	0	0	235,115	0
Local Impact Fees (not of waiver)	1,028,280	971,094	57,186	0	0	971,094	57,186	0	0	971,094	0
Environmental Audit	16,000	14,167	833	0	0	14,167	833	0	0	14,167	0
Security (during construction)	100,000	84,448	5,554	0	0	84,448	5,554	0	0	84,448	0
Architectural	1,780,000	1,600,583	99,417	0	0	1,600,583	99,417	0	0	1,600,583	0
Survey/Engineers	870,245	633,020	37,225	0	0	633,020	37,225	0	0	633,020	0
Appraisal	43,500	40,812	2,388	0	0	40,812	2,388	0	0	40,812	0
Market Study	84,500	84,500	0	0	0	0	0	54,500	0	0	0
Construction Period Interest (Tax-Exempt)	1,843,858	1,259,220	74,838	0	0	883,165	52,623	386,180	0	893,165	0
Construction Period Interest (Taxable)	371,787	351,119	20,668	0	0	247,084	14,850	110,183	0	247,084	0
Construction Period Interest (City of Rowanville)	120,671	120,671	0	0	0	84,917	0	35,754	0	84,917	0
Title/Recording/Escrow - Acquisition	19,880	19,880	0	0	19,880	0	0	0	0	0	0
Title/Recording/Escrow - Construction	65,000	61,390	3,610	0	0	61,390	3,610	0	0	61,390	0
Title/Recording/Escrow - Permanent	6,000	4,722	278	0	0	0	0	5,000	0	0	0
Rail Estate Taxes During Construction	80,600	47,223	2,777	0	0	47,223	2,777	0	0	47,223	0
Insurance During Construction	222,124	209,787	12,337	0	0	209,787	12,337	0	0	209,787	0
Soft Cost Contingency	398,532	319,730	18,802	0	0	319,730	18,802	0	0	319,730	0
TCAG Application/Reserve/Monitoring Fee	47,260	47,260	0	0	0	0	0	47,260	0	0	0
TCAG State Credit Deposit	138,033	138,033	0	0	138,033	0	0	0	0	0	0
MGP Legal - Acquisition	0	0	0	0	0	0	0	0	0	0	0
Construction Closing	65,000	61,390	3,610	0	0	61,390	3,610	0	0	61,390	0
Permanent Period	10,000	9,445	555	0	0	0	0	10,000	0	0	0
Organization of Partnership	0	0	0	0	0	0	0	0	0	0	0
Syndication	40,000	40,000	0	0	40,000	0	0	0	0	0	0
Investor Legal/Fees	0	0	0	0	0	0	0	0	0	0	0
Syndication Consulting	85,000	85,000	0	0	85,000	0	0	0	0	0	0
Aud/Cost Certification	20,000	20,000	0	0	20,000	0	0	0	0	0	0
Furnishings	150,000	150,000	0	0	0	150,000	0	0	0	150,000	0
Transition Reserve (HCD)	439,505	439,505	0	0	439,505	0	0	0	0	439,505	0
Operating Reserve (3 months)	238,345	238,345	0	0	238,345	0	0	0	0	238,345	0
Marketing/Lease-Up	150,000	150,000	0	0	0	0	0	150,000	0	0	0
Commercial Relocation (Temporary)	175,000	185,280	0,720	0	0	0	0	0	0	0	0
Developer Bond Premium	7,000	6,011	389	0	0	6,511	389	0	0	6,511	0
Construction Manager/Prevailing Wage Monitor	278,000	259,728	15,274	0	0	259,728	15,274	0	0	259,728	0
AHSC Transit Passes Reserve	230,040	230,040	0	0	230,040	0	0	0	0	0	0
Co-OP Legal	50,000	47,223	2,777	0	0	47,223	2,777	0	0	47,223	0
Developer Fee	3,500,000	3,500,000	0	0	0	3,500,000	0	0	0	3,500,000	0
COSTS OF ISSUANCE/FINANCING COSTS											
Permanent Lender Counsel	10,000	10,000	0	0	0	0	0	10,000	0	0	0
Construction Lender Counsel	60,000	47,223	9,777	0	0	47,223	2,777	0	0	47,223	0
Bond Counsel	65,000	65,000	0	0	0	0	0	65,000	0	0	0
Construction Lender Expenses/Monitoring	30,000	28,334	1,666	0	0	28,334	1,666	0	0	28,334	0
Construction Loan Fees	208,543	279,128	16,414	0	0	279,128	16,414	0	0	279,128	0
Permanent Loan Fees	45,000	45,000	0	0	0	0	0	45,000	0	0	0
CDLAC Filing Fee	10,344	10,344	0	0	0	0	0	10,344	0	0	0
Issuer Fee (CMFA)	49,075	49,075	0	0	0	0	0	49,075	0	0	0
Proposed Annual Issuer Fee (CMFA)	23,159	23,159	0	0	0	0	0	23,159	0	0	0
CDLAC Fees	0,000	5,000	0	0	0	0	0	5,000	0	0	0
CDLAC Performance Deposit	100,000	100,000	0	0	0	0	0	100,000	0	0	0
Subtotal - Costs of Issuance/Financing Costs	844,912	663,154	20,866	0	0	354,666	20,858	0	308,499	354,665	0
TOTAL DEVELOPMENT COSTS	47,023,695	44,878,590	2,148,108	0	4,219,734	59,535,305	2,189,320	714,088	425,229	39,565,305	0
Total Development Cost Per Unit											

	Constr	Acq	Total
Eligible Date	39,085,305	0	39,085,305
Maximum Potential TCAG Fee (per annum)	N/A	N/A	N/A
Maximum Potential TCAG Fee (per basis)	5,408,289	0	5,408,289
Ratio	100.00%	0.00%	100.00%
Maximum Fee Per TCAG at PHS	5,408,286	0	5,408,286
CDLAC Forgone Developer Fee (10 points)			832,420
Maximum Fee in Eligible Date & Costs			4,875,876
Developer Fee Paid from Development Sources			2,500,000
GP Equity Contribution and/or Deferred Fee Paid from Cash Flow			2,375,876

Eligible Basis	39,085,305
Maximum Fee, Lesser of 10% of Basis or \$2.2M	2,200,000
High Cost Test Factor	101.23%
Developer Fee Paid from Development Sources	2,227,010
Deferred Fee Paid as Priority from Cash Flow	1,272,890
Deferred Fee Paid as Non-Priority from Cash Flow	1,375,876
Total Developer Fee	4,875,876

Developer Fee in Project Costs	3,500,000
Developer Fee Paid from Development Sources	2,227,010
Deferred Fee Paid as Priority from Cash Flow	1,272,890
Contributed as GP Equity	0

Exhibit C
Schedule of Performance

Grading Permits Issued	December 1, 2020
Construction Period (24 months)	December 1, 2022
Submission of Marketing Plan	60 days prior to the commencement of initial lease up activities
Occupancy Lease Up	August 1, 2023

Exhibit D
Updated Site Plan and Project Description



**GONZALES CORDOBA
ARCHITECTS**
111 WEST MARKET STREET, SUITE 100
SAN ANTONIO, TEXAS 78205
TEL: 214.592.1111
WWW.GONZALES-CORDOBA.COM

**MISSION HERITAGE
PLAZA**

200 WEST MARKET STREET
SAN ANTONIO, TEXAS 78205
PROJECT NO. 1014



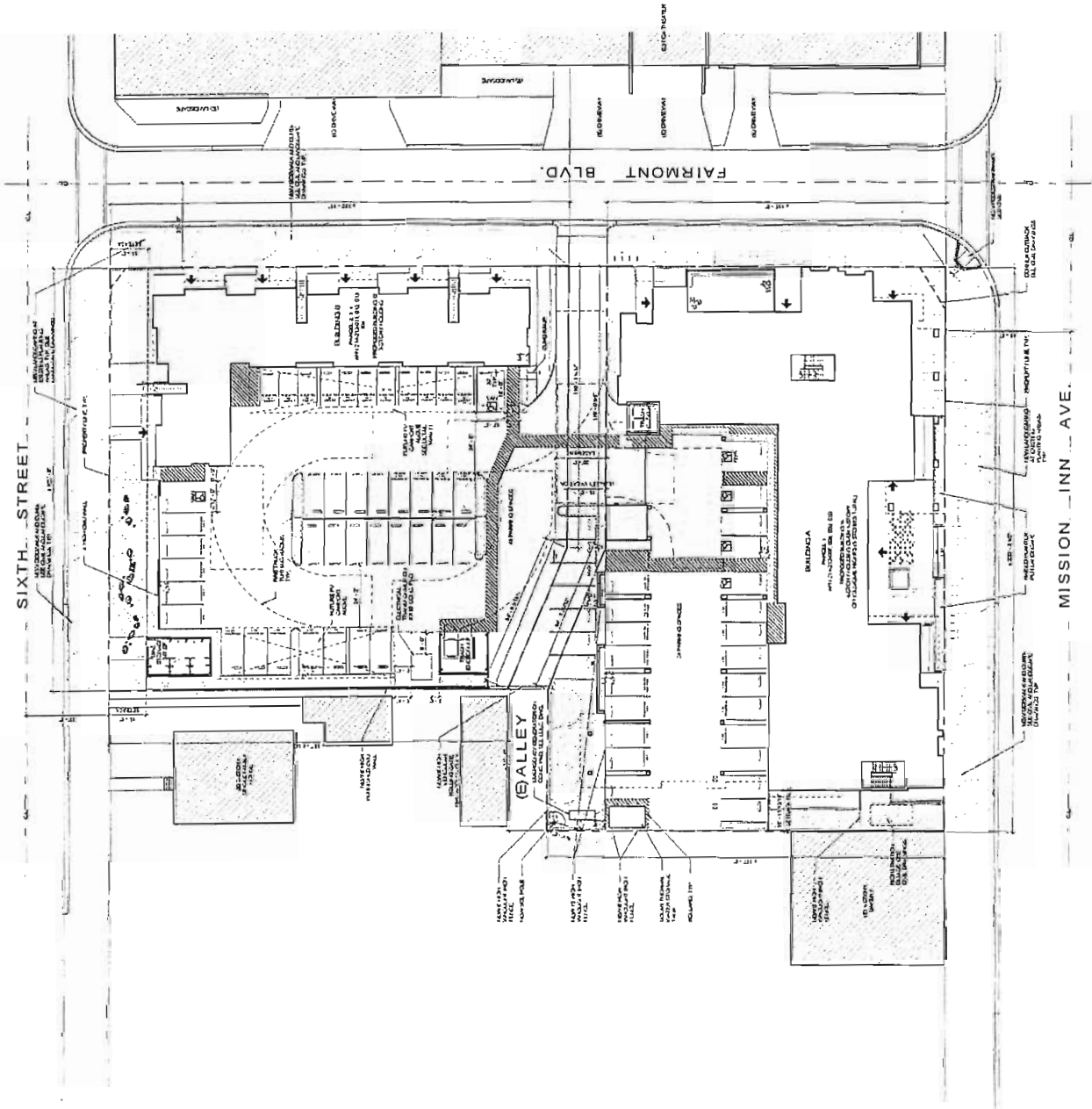
DATE: 08/01/2014
DRAWN BY: J. GONZALES
CHECKED BY: J. GONZALES
PROJECT NO.: 1014
SHEET NO.: 1014-01
SCALE: AS SHOWN
PROJECT LOCATION: 200 WEST MARKET STREET, SAN ANTONIO, TEXAS 78205

DATE: 08/01/2014

SITE PLAN

SCALE: 1/8" = 1'-0"

PROJECT NO. 1014



1 SITE PLAN
1/8" = 1'-0"

10/14/2014 10:00 AM

Mission Heritage Plaza

Introduction – Project Partners

Wakeland Housing and Development Corporation Developer & Managing General Partner

Wakeland Housing and Development Corporation (Wakeland) is a leader in the creation and operation of affordable housing in California, delivering high-quality residential developments that address the needs of the communities we serve. Since we started in 1998, we have created more than 7,300 affordable homes at 50 properties throughout the state, each of which showcases our commitment to building and operating cost-efficient housing communities with superior on-site programs and services for residents.

The Fair Housing Council of Riverside County – Co-General Partner

The Fair Housing Council of Riverside County (FHC) was founded in 1986. Its mission is to provide comprehensive services which affirmatively address and promote fair housing (anti-discrimination) rights and further housing opportunities for all persons. FHC has worked tirelessly throughout Riverside County for 35 years to assure equal housing opportunities for all, without regard to race, color, national origin, religion, sex, familial status (presence of children), disability, ancestry, marital status, source of income, sexual orientation, or other arbitrary factors.

FHC, under the leadership of its long-time Executive Director Rose Mayes, is recognized as one of the leading civil-rights institutions in the county. FHC provides a full range of services to promote equal housing opportunities for renters and homeowners throughout the county. These include free educational workshops, outreach to the community, and the investigation of discrimination complaints.

FHC played an integral role in homeowners and communities recovering from the devastating effects of the mortgage crisis in the mid-2010's and after throughout Riverside County.

Even in this time of economic crisis caused by the COVID19 virus, FHC has again stepped up its leadership to help renters and owners understand their rights to remain safe and shelter in place in their homes. FHC's services are described below.

Landlord – Tenant Services

FHC offers services to both landlords and tenants in an effort to resolve disputes arising from the individual's tenancy, receives complaints, investigates them, and then attempts to mediate the dispute between the landlord and tenant. FHC also hosts educational workshops for both landlords and tenants on their rights and responsibilities under Fair Housing laws.

Training

Discrimination in the sale or rental of housing is not a rare occurrence. A discrimination lawsuit can end up costing a company valuable time and money. By providing employees with Fair Housing and Lending training, a company can greatly reduce the risk of a costly lawsuit. FHC offers training workshops for landlords, managers and owners in the following areas: Landlord/Tenant issues, First-Time Homebuyer, Foreclosure Prevention, and Fair Housing Laws.

First-Time Homebuyer

FHC offers free First-Time Homebuyer workshops to individuals who would like more information regarding the entire process of buying a home.

If one dreams of owning their own home, FHC's free workshops will teach the steps required to purchase a home, including how to qualify for first-time homebuyer benefits and programs. The workshops also cover how to access various city, county and state programs to cover most costs associated with the purchase of a first home. Potential homebuyers are provided with valuable instruction on pre-purchase decisions and how to qualify for a home loan in this informative, interactive workshop.

Foreclosure Prevention/Loan Modification Services

FHC provides foreclosure prevention services to the public, free of charge. FHC also provides assistance to individuals who are seeking a loan modification.

Pre-Purchase Consulting

Borrowers that may otherwise be ineligible for an FHA-insured mortgage due to FHA's waiting period, may be eligible for an FHA-insured mortgage if the borrower can document that the delinquencies and/or indications of derogatory credit are the result of an extenuating circumstance, has completed a minimum of one-hour, one-on-one Housing Counseling (subject to specific requirements), and meets all other HUD requirements.

FHC provides the required counseling for these pre-purchase consulting program.

Credit Counseling

FHC helps residents build and improve their credit by reviewing credit reports, educating participants about how to improve credit scores, debt management and repayment strategies including how to deal with charge-offs and judgments. FHC also provides budgeting and financial planning tools and guidance about how to deal with student loan debt.

FHC's Response to the COVID 19 Crisis

The Fair Housing Council of Riverside County immediately stepped up to help families and individuals understand their rights and responsibilities during the COVID-19 crisis.

COVID 19 Assistance for Renters:

FHC encourages tenants to call their landlord or property manager as soon as possible if they have had a reduction in wages or lost their job due to COVID-19 and are unable to make their monthly payment. It can be overwhelming to understand local, state and federal rules regarding eviction moratoriums and payment plans, so FHC has compiled a guide using communications from the federal government, the State of California, and local governments to help tenants navigate the process.

- What Rent Relief Options are Available?
- Who is Covered by Federal, State and Local Eviction Moratoriums?
- What has my Local Government Passed in Relation to Eviction Moratoriums or COVID-19 Relief for Renters?
- What Will Landlords do if Their Tenants Aren't Paying Rent and They Can't Afford to Pay the Mortgage?
- What Should Tenants Do if They Can't Pay Rent Due to COVID-19?
- What if My Landlord Locks Me Out or Disconnects My Utilities?
- Homeowner Resources for COVID-19 Mortgage Relief

The Fair Housing Council of Riverside County is here to help families and individuals apply for and understand their options for mortgage relief.

COVID 19 Assistance for Homeowners:

It is important that homeowners call their mortgage company as soon as possible if they have had a reduction in wages or a loss of employment due to COVID-19 and are unable to make the monthly payment. It can be overwhelming to understand regulations, different mortgage types, and the options that are offered by each company, so FHC has compiled a guide using communications from the federal government, the State of California, and major lenders to help homeowners navigate the process.

- Who Owns My Mortgage?
- What Mortgage Relief Options are Available?
- What has the Federal Government Passed in Relation to Mortgage Relief?
- What has the State of California Ordered in Relation to Mortgage Relief?
- What Information Do We Have Regarding Specific Bank Policies?
- What if I have a Conventional Loan and my Financial Institution is not on the List of Organizations that Agreed to Governor Newsom's Terms?
- What do I do to Request Help if I Can't Pay My Mortgage Due to the COVID-19 Crisis?

Civil Rights Institute of Inland Southern California - Supporter

The Civil Rights Institute of Inland Southern California (CRI) aims to become the Voice of Civil Rights in Inland Southern California. The CRI's mission is to memorialize and bring to public attention historical, current, and emerging civil rights issues, events and champions.

To achieve this mission and vision, CRI will:

- archive the rich civil rights history of Inland Southern California, and present it to the general public, students and academicians;
- be Inland Southern California's premier archival source of civil rights materials
- present Inland Southern California civil rights-themed exhibitions to the general public;
- provide a platform for discussing current and emerging civil rights issues;
- collaborate with area museums and archives to bring to light the rich civil rights history of Inland Southern California;
- reach out and collaborate with the Inland Southern California community on civil rights issues of importance to them;
- include and celebrate the diverse communities of Inland Southern California and their events;
- provide a meeting space for Inland Southern California's nonprofit organizations; and
- preserve and protect in perpetuity the civil rights monuments, and collect, store and present materials pertaining to the monuments to the Rev. Martin Luther King Jr., Gandhi, Cesar Chavez, Ahn Chang Ho, and Eliza Tibbets, at our new home within Mission Heritage Plaza on Main Street in Downtown Riverside.

Mission Heritage Plaza Overview

The Mission Heritage Plaza project is a new mixed-use affordable housing project in the urban core of Downtown Riverside that will include a total of 72 units (71 affordable units and one on-site managers unit) for large families, veterans and formerly homeless veteran households. The new mixed-use community will be located at 3933 Mission Inn Avenue and 3655 Fairmount Boulevard, Riverside, California. The project will address multiple community needs: quality affordable housing; community meeting space; cultural opportunities.

Wakeland, the developer of Mission Heritage Plaza, has partnered with the Fair Housing Council of Riverside County ("FHC"), on this Project. The FHC is a non-profit and United States Department of Housing and Urban Development (HUD) approved organization that has fought to protect the housing rights of all individuals in Riverside County for more than 30-years. FHC's new headquarters will be located in the non-residential component

of the project. FHC is also collaborating with the Civil Rights Institute of Inland Southern California ("CRI"). The CRI will operate a museum in the commercial space that will tell the story of Inland Southern California's regional impact on the state and national Civil Rights movement. Together, FHC and CRI will operate the "Diversity Center", a community meeting space. Both the FHC and CRI are 501(c)3 organizations.

Fair Housing Council Financial Commitments to Mission Heritage Plaza:

- FHC, under the leadership of Executive Director Rose Mayes, has made an extraordinary commitment by raising a substantial amount of funding toward the overall financing of Mission Heritage Plaza and the operations of CRI and FHC:
 - FHC contributed the land for the project selling it at far below market value (\$2.6 million) and taking a seller note back for the difference;
 - FHC raised \$3.5 million in State of California appropriations for CRI and the Project with the leadership of Assemblyman Jose Medina;
 - FHC secured a \$3.0 million loan for the Project's development from the City of Riverside; and
 - FHC has raised more than \$1 million in pledges to support its continuing operations at its new permanent home within Mission Heritage Plaza.

Site Description/Zoning

The project site is "L" shaped in configuration, approximately 1.7 acres in size and is located at the northwest corner of Mission Inn Avenue and Fairmount Boulevard, in the City and County of Riverside. A utility and access easement bisects the site from east to west, separating Building A from Building B and provides access to the on-site parking spaces from Fairmount Boulevard. The project site is vacant.

Surrounding the site, to the north, are previously constructed multi-family residential units. To the west of the site is an existing commercial use, a bakery. The southern boundary of the project site is Mission Inn Avenue, and the future site of the new City Downtown Library (currently under construction). Fairmount Boulevard serves as the site's eastern boundary, with a parking structure that serves the Fox Theater and adjacent restaurants. The site is generally flat and drains to the southeast.

The site does not contain habitat for any endangered, rare, or threatened species; it is surrounded by urban uses and adequately served by all required public services and utilities.

The project site is zoned Downtown Specific Plan Raincross District, which permits the development of multi-family and mixed-used projects by-right. The project is also located within the Seventh Street Historic District and the Mile-Square Northwest Potential History District. As such, the project was reviewed by and was granted a Certificate of Appropriateness by the City of Riverside Cultural Heritage Board on October 18, 2017.

The building will be constructed per the requirements of the California Building Code (CBC) in effect at the time building plans were submitted for permit approval (including CAL Green requirements). The development of the project will also promote smart growth and sustainability within Riverside County for several reasons. Mission Heritage Plaza will be located in a location that is accessible to transit and developed at a density of approximately 42 dwelling units per acre.

Moreover, as the project will be located in the heart of downtown, which has a significant number of free cultural and social events throughout the year; including local farmers markets, the Dickens Festival, Lunar New Year, Martin Luther King Walk-a-Thon and the Festival of Lights.

Mission Heritage Plaza Residential Component

The project consists of a five-story building (Building A), a three-story building (Building B), and at grade parking. Building A fronts onto Mission Inn Avenue and Building B fronts onto Fairmount Boulevard. Building A has four floors of Type-V wood construction over one floor of Type-I concrete podium and is served by an elevator. The ground floor of Building A includes the property manager's office that will serve the affordable units. The ground floor also contains 8,802 square feet of non-residential uses what will be utilized by the Fair Housing Council of Riverside County and the Civil Rights Institute of Inland Southern California. Floors two through five, of Building A, contain a mix of 60 one, two and three, bedroom residential apartment units and amenities, including a laundry room, children's play area and community terrace. Building B is a Type-V wood construction, slab on grade foundation, 12- unit residential apartment building with one-bedroom flats on the ground floor, and three-bedroom townhome units on floors two and three. The courtyard on Building A's second level provides open space amenities for the building's residents. The landscape design incorporates flexible space for large and intimate gatherings with various programs such as a children's playground, outdoor BBQ and seating areas for dining. The construction will commence within 180 days of a TCAC allocation and have an 18 month duration.

The project incorporates many sustainability and energy efficiency strategies including: a whole systems design approach, energy efficient lighting, materials with recycled content, water efficient fixtures, meets TCAC's New Construction Energy Efficiency Requirements and will achieve a GreenPoint Rated certification. Energy efficiency beyond the requirements of Title 24, Part 6 of the California Building Code – 7% better than 2016 Standards. Specific energy efficiency measures included in the project: enhanced landscaping and shade trees; two-inch by six-inch studs for increased "R value" in wall insulation, high efficiency mechanical equipment that will reduce electrical loads , low flow plumbing fixtures and low water use water closets, drought tolerant vegetation along with targeted inclusion of native species. The project will also include photovoltaic and solar-thermal systems to reduce the amount of energy provided by the grid.

Mission Heritage Plaza is a Large Family housing type. The project will serve residents of all ages, Veterans, and formerly homeless Veteran individuals. A population specific service plan will be developed after residents move in, based on identified need, and services will be provided free of charge.

Services

Mission Heritage Plaza is a "Large Family" project and primarily serves large families making at or below 60 percent of the area median income (AMI). However, an allocation of 36 Project Based Section 8 Vouchers coupled with an allocation of Veterans Housing and Homeless Prevention (VHHP) funds allow the project to serve an additional sub-population, 22 low-income veteran households, making at or below 50 percent AMI – 19 of the 22 households will be making 30% AMI or below.

Veterans Specific Services

Veteran specific services will be provided by LightHouse Social Service Centers (LightHouse). LightHouse has more than seven years' experience providing comprehensive case management, access to the United States Department of Veterans Affairs (VA) and community support services to low-income, homeless and disabled veterans in Riverside and San Bernardino Counties. LightHouse also has more than 11 years of experience providing transitional living and bridge housing services to homeless veterans.

LightHouse will provide services to all 22 VHHP assisted units. LightHouse will provide case management and linkage services that will include individualized service plans, goal and independent living plans. They will also provide linkages to available resources in the community, organize community activities and assist clients in securing employment and benefits.

Relationship building, resource linkage and individualized service planning are key to service strategies performed on an ongoing basis by all Lead Service Provider staff. Additionally, the Lead Service Provider and Resident Service Coordinator will support clients in accessing community resources and will seek out "partner" agencies and businesses to increase each resident's community supports. Although all services will be provided on a voluntary basis, staff will actively reach out to residents on a regular basis in order to engage them in the services program. Staff members will work with tenants to build skills to pay rent on time, keep and clean and safe home, and be neighborly.

Resident Services

Along with providing a model community of high-quality affordable residences, Mission Heritage Plaza will also create resources for residents through a variety of programs. Wakeland will serve as the provider for these services which will take place at the on-site community center. Programs will be modeled on Wakeland's industry-leading Resident Services, which include after school enrichment for youth, English as a Second Language (ESL), life skills and career counseling for adults and fitness and health cooking classes

for all ages. Further, residents will have access to comprehensive on-site and off-site programs that promote housing stability and individual well-being.

At Wakeland, our goal is to provide residents with real world skills that assist in building self-reliance and achieving personal and professional success. Our Adult programs provide residents with opportunities to enhance and explore practical skills in areas such as computers, language and job search. The specialized Creating Opportunities for Resident Enrichment (CORE) program offers financial literacy education through one-on-one consultations that help residents build better credits, money wisely and find better jobs. We also offer health and wellness education, exercise programs and social activities that help build stronger communities.

Wakeland's comprehensive Youth Programs are offered free to all residents ages 6-17. The After-School Program offers a platform for our diverse education activities and enhanced programs featured at our sites. All sites implement their programs within the framework of PeaceBuilders, a science-based, research-validated violence prevention, curriculum for kids in grades pre-K to 12. A Wakeland-developed "Colleges, Universities and Professions" curriculum helps youth explore their educational and career opportunities after high school, whether they choose college, a trade school or another type of career training. Within all of these hands-on activities and programs, youth explore science, technology, the arts and character development.

As part of the overall Resident Services Program, Wakeland's Community Involvement Program provides opportunities to build strong connections between residents, management and local community. Sites host holiday gatherings, barbecues, game nights and other social events during which resident receive information about new programs and partnership with other service providers. There are opportunities for the community as a whole: families and individuals, children and adults alike.

Unit Mix, Affordability and Parking

The project includes 30 one-bedroom units, 24 two-bedroom units and 18 three-bedroom units. Unit size ranges from 560 to 1,100 square feet. Sixty of the units are located in Building A, and twelve units are located in Building B.

Of the 72 total units, 19 are reserved for "Extremely Very Low" income households, 36 are reserved for "Very Low" income households, 16 are reserved for households making at or below 60% of Area Median Income (AMI) and one unit is reserved for the on-site property manager. Estimated rents for the units will range from \$404 to \$1,120 per month.

71 on-site parking stalls are provided on-site, 31 are located under the podium and 40 are located in the surface parking lot. Parking will be made available to the non-residential component via a reciprocal access agreement.

Mission Heritage Plaza Non-Residential Component

Wakeland has partnered with the Fair Housing Council of Riverside County ("FHC"), on this Project. The FHC is a non-profit and United States Department of Housing and Urban Development (HUD) approved organization that has fought to protect the housing rights of all individuals in Riverside County for more than 30-years. Since 1986 FHC has strived to ensure that all individuals will live free from unlawful housing practices and discrimination. To that end, FHC provides free or low-cost services to landlords and tenants including: dispute resolution, first time home buyer training, credit counseling, pre-purchase counseling, foreclosure prevention and anti-discrimination and lending training.

FHC is also collaborating with the Civil Rights Institute of Inland Southern California ("CRI"). The CRI will operate a museum in the commercial space that will tell the story of Inland Southern California's regional impact on the state and national Civil Rights movement, contributions such as:

- Jukichi and Ken Harada, residents of Riverside, challenged the 1913 California Alien Land Law (Webb-Haney Act), which prohibited "aliens" from owning or possessing long-term land leases, and prevailed.
- Dalip Singh Saund, first Asian-American to be elected to the Inland Region's 29th Congressional District.
- Arther L. Littleworth, President of the Riverside Unified School District board, led the school district to approve voluntarily integration of Riverside schools, the first large school district in the nation to do so.
- Tomàs Rivera, the first minority person to hold the position of Chancellor at a University of California Campus (UC Riverside).
- Judge Virginia A. Phillips, ruled in *Log Cabin Republicans v. United States of America* that the ban on service by openly gay service members was an unconstitutional violation of the First and Fifth Amendments. She granted an immediate worldwide injunction on October 12, 2010, prohibiting the Department of Defense from enforcing the "Don't Ask Don't Tell" policy and ordered the military to suspend and discontinue any investigation or discharge, separation or other proceedings based on it.

The Diversity Center

The Diversity Center will serve as a multi-media center and meeting space for the region's many organizations that preserve, protect and celebrate diversity and civil rights.

Mission Heritage Plaza will serve to inspire the new civil rights leaders of future generations by telling these stories of past leaders, through dynamic public programming, and as an open location for community meetings and discourse.

As part of the agreement between Wakeland and FHC, FHC will receive fee title, ownership interest in a vertical subdivision containing dedicated office space in the commercial building at the Northwest corner of Mission Inn and Fairmount Boulevard

("FHC Space"). The FHC Space will be created by the recordation of a vertical subdivision map, which will create an airspace parcel matching the dimensions of the FHC Space. FHC will receive at no cost fee title ownership interest in the Commercial Space FHC Space. Mission Heritage LP will have fee ownership in the balance of the Project site (which is anticipated to be comprised of a second airspace parcel). Each airspace parcel includes the interest in the land immediately below the airspace. A Reciprocal Easement Agreement will be executed concurrently with the recordation of the vertical subdivision map, to create reciprocal easements over the common areas of the property (e.g. parking, sidewalks, driveways, etc.), and over the common areas of the commercial building (e.g. stairways, restroom facilities, utility corridors, etc.). FHC will lease space within the commercial parcel to the CRI, which includes the Diversity Center.