



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Redlands
P. O. Box 3005
Redlands CA 92373
Attention: City Clerk

Doc#: 2009 – 0560243

Titles: 1 Pages: 6



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

~~FEES NOT REQUIRED~~

PER GOVERNMENT CODE

SECTION 6103

AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT AND COVENANT
(Casa de la Vista)

This Amendment to Development Incentive Agreement and Covenant (this "Amendment") is made and entered into as of December 1st, 2009, by and between the City of Redlands, a municipal corporation (the "City") and Redlands Senior Housing, Inc., a California nonprofit public benefit corporation ("Developer"), with reference to the following facts, purposes, and understandings.

RECITALS

A. Developer owns that certain parcel of land located at 686 E. Redlands Boulevard in Redlands, California more particularly described in Exhibit A attached hereto (the "Land") and the improvements situated thereon consisting of a 74-unit multifamily housing project for low-income seniors (the "Project").

B. In connection with the Project, the City and Developer entered into that certain Development Incentive Agreement and Covenant recorded in the Official Records of the County of San Bernardino on February 10, 1989 as Instrument No. 89-049717 (the "City Covenant").

C. The Project was built in 1989 with a direct loan (the "Existing HUD Loan") from the U. S. Department of Housing and Urban Development ("HUD") and is also assisted with a Section 8 housing assistance payments contract between the Developer and HUD covering all units at the Project, other than the resident manager's unit (the "Section 8 Contract").

D. The Developer intends to refinance the Existing HUD Loan with a new loan from PNC Multifamily Capital ("PNC"), which loan will be insured by HUD under Section 223f of the National Housing Act (the "New Loan"). The New Loan will allow the Developer to make necessary repairs and improvements to the Project. Following refinancing of the Existing Loan, the Section 8 Contract will remain in place.

E. This Amendment is intended to extend references in the City Covenant to the Existing HUD Loan and the Section 8 Contract to also include reference to the New Loan and the regulatory agreement between the Developer and HUD entered into in connection therewith. All terms not otherwise defined herein shall have the meaning set forth in the City Covenant.

THEREFORE, the City and Developer hereby agree as follows:

1. The final sentence of Section 8 of the City Covenant is hereby amended and restated in its entirety to read as follows:

Notwithstanding the foregoing, the Developer shall be deemed in compliance with this paragraph during the period the units are rented in accordance with the requirements with the Section 8 Contract, and further, during the period in which a regulatory agreement between the Developer and HUD in effect, occupancy at the Project shall be limited to elderly and handicapped persons, as defined in Section 8 of the Housing Act of 1937, as amended, and applicable regulations.

2. Section 23 of the City Covenant is hereby amended and restated in its entirety to read as follows:

Notwithstanding anything in this Agreement to the contrary, in the event that any provision of this Agreement contradicts, modifies or in any way changes the terms of a regulatory agreement entered into, or to be entered into, between the Developer and HUD, which encumbers or will encumber the Property and all the improvements located thereon (the "Regulatory Agreement"), then the terms of the Regulatory Agreement shall prevail and govern; or if any provision of this Agreement limits the Secretary of HUD in his or her administration of the Housing Act of 1959, as amended, Section 8 of the Housing Act of 1937, as amended, or the National Housing Act, as amended, or the regulations promulgated pursuant thereto, this Agreement shall be deemed amended to comply with the foregoing Acts.

3. Except as amended herein, all provisions of the City Covenant shall remain in full force and effect.

4. This Agreement may be signed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement by duly authorized representatives, all as of the date first written above.

CITY:

The City of Redlands, a municipal corporation

ATTEST:

By: Pat Silheath

Its: Mayor

Julie Cooper
City Clerk, City of Redlands

DEVELOPER:

Redlands Senior Housing, Inc., a California
nonprofit public benefit corporation

By: Judy Miller

Its: Chairperson

SIGNATURES MUST BE NOTARIZED

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on December 1, 2009, before me, Lisa Caldera, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Pat Gilbreath, Mayor and Lorrie Poyzer, City Clerk 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.

LORRIE POYZER, CITY CLERK



By: *Lisa Caldera*
Lisa Caldera, Deputy City Clerk
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

☐ **Individual(s) signing for oneself/themselves**

☐ **Corporate Officer(s)**

Title(s) _____

Company _____

☐ **Partner(s)**

Partnership _____

☐ **Attorney-In-Fact**

Principal(s) _____

☐ **Trustee(s)**

Trust _____

☒ **Other**

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Amendment to Development Incentive Agreement and Covenant

Date of Document: December 1, 2009

Signer(s) Other Than Named Above: Redlands Senior Housing, Inc.

State of California)

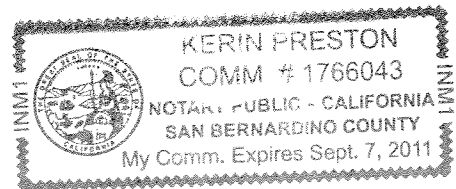
County of San Bernardino)

On November 23, 2009, before me, Kerin Preston, Notary Public, personally appeared Gudith Anna Muller, 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 Kerin Preston (Seal)



State of California)

County of _____)

On _____, 2009, 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.

Signature _____ (Seal)

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

PARCEL 2 OF PARCEL MAP 9705, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 129, PAGES 14 AND 15 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0173-071-89-0-000