



**CONCURRENT MEETING
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/
RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, March 23, 2010

**5:30 P.M. – Special Meeting
American River Community Room - North**

AGENDA

1. SPECIAL MEETING – CALL TO ORDER / ROLL CALL

Council Members Sander, Budge, Skoglund, McGarvey, and Mayor Cooley

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any unagendized item.

3. CONSENT CALENDAR ITEM

- 3.1 **Subject:** Community Redevelopment Agency Resolution Authorizing the Agency Director to Execute an Owner Participation Agreement (OPA) for the Crossing at New Rancho
Recommendation: Adopt Agency Resolution No. CRA-4-2010.
Result of Recommended Action: Adoption of this agency resolution will allow the City to enter into an Owner Participation Agreement for the purpose of redeveloping six parcels comprising the Stagger Inn project area.
Staff Report: Reed Flory, Housing Administration
Advances Goals: 1, 6, 7, and 8
**GROWING STRONG NEIGHBORHOODS
COUNCIL ACTING AS COMMUNITY REDEVELOPMENT AGENCY**

4. CONSENT PUBLIC HEARING ITEM

- 4.1 **Subject:** Resolution Approving the Crossing at New Rancho, Project No. DD6835, Density Bonus for Phases One and Two

Recommendation: Adopt Resolution No. 15-2010.

Result of Recommended Action: Adoption of this resolution will grant a 20% density bonus for each project, consisting of an 18 unit family housing development on approximately 0.81 acres located at 2700 Woodbury Way, and a 48 unit senior housing development on approximately 1.08 acres, located at 10447 Folsom Boulevard, within the Folsom Boulevard Specific Plan.

Staff Report: Jeffrey S. Beiswenger, Planning Department

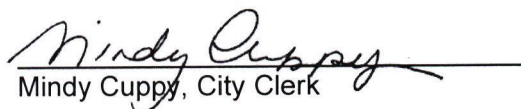
Advances Goals: 1, 5, and 7

5. ADJOURNMENT OF SPECIAL MEETING

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the March 23, 2010 Special Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on March 19, 2010 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranhocordova.org.

Signed this 19th day of March, 2010 at Rancho Cordova, California.


Mindy Cuppy, City Clerk

Community Redevelopment Agency

OF THE CITY OF RANCHO CORDOVA

MEMORANDUM

DATE: March 23, 2010

TO: Agency Director and Members

FROM: Reed Flory, Housing Services Administrator

SUBJECT: ADOPTION OF RESOLUTION NO. CRA-4-2010 AUTHORIZING THE CITY MANAGER TO EXECUTE AN OWNER PARTICIPATION AGREEMENT WITH URBAN HOUSING COMMUNITIES

RECOMMENDATION

Adopt Resolution No. CRA-4-2010.

RESULT OF RECOMMENDED ACTION

Upon adoption of Resolution No. CRA-4-2010, the City Manager will be authorized to execute an Owner Participation Agreement (OPA) with Urban Housing Communities (UHC). This agreement details both parties' responsibilities in the development of affordable rental housing for the project known as Crossings @ New Rancho.

URBAN HOUSING COMMUNITIES QUALIFICATIONS

Urban Housing Communities LLC (UHC), a partner of Morgan Stanley, has developed affordable housing for and with communities in California and Hawaii since 2003. Drawing on a vast network of partners, UHC creates multifamily housing developments that serve specific, defined needs of residents, financiers, and local municipalities. UHC's credentials include executive management experience at for-profit and not-for-profit organizations such as SunAmerica, GMAC Commercial Holdings Corporation, ASL Housing, CalFed, Heritage Community Housing, KB Home, J. Paul Getty Trust, and University of Notre Dame.

UHC operates from three offices—a corporate office in Santa Ana, California and satellite office located in Los Angeles and Honolulu. Twenty full-time employees manage every aspect of a project's lifestyle including financial engineering, site selection, market research, entitlement, architectural design, construction oversight, compliance, and operations.

BACKGROUND

In 2008 City Staff solicited several affordable housing developers for the proposed redevelopment of the Stagger Inn and 5 adjacent properties. UHC was the most responsive

AGENDA ITEM 3.1

developer with experience on similar projects. A Memorandum of Understanding (MOU) between the Redevelopment Agency (Agency) and UHC was agreed upon and executed on August 12, 2008 (Resolution No. CRA-10-2008). This agreement allowed both sides to explore the feasibility of developing affordable housing on the aforementioned properties as affordable rental and affordable for-sale, mixed use housing. For little less than one year City Staff and UHC worked to configure the most feasible mixed use development given the available funding.

In April 2009 the State of California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for funding from the U.S. Department of Housing and Urban Development's (HUD) Neighborhood Stabilization Program (NSP1). Under this program the City received \$1.07 million in grant funding for the purpose of assisting in the redevelopment of abandoned and foreclosed homes. In addition, as part of a set aside of NSP1 funds, HCD released a second NOFA in July 2009 for competitive grant applications for funding to assist in the development of affordable rental housing (NSP3). The City was one of 5 successful applicants statewide receiving \$3.67 million out of \$36 million available. Requirements for these two funding sources (combined \$4.75 million) resulted a focus on affordable rental housing associated with three foreclosed, four-plex properties.

Staff and UHC have agreed to the development of 66 affordable housing units in two phases of construction. The first phase, as the subject of the proposed action, is comprised of 18 units consisting of three bedroom two bath flats on the ground floor and two stories, two bedroom two baths, townhouses on top of the flats. This results in two three story buildings each containing nine units. Each building is planned to be LEED Green Building Certified and will be electrically self sustained by solar photovoltaic generation. The first phase will be developed utilizing a unique combination of funding sources made up of 100% of the City's NSP1 & NSP3 allocations and California 9% Tax Credits. The second phase of development is planned to be a 48 unit low income senior development. Both phases combined results in an approximately \$25 million dollar development meant to act as a catalyst for development along Folsom Boulevard and stand as an example of possibilities in the Redevelopment Area.

The OPA is structured to provide a guarantee of the completion of construction, for phase 1, by December 31, 2011 and the expenditure of NSP funds by September 30, 2011. This time frame meets expenditure requirements of both NSP grants and the Tax Credit program. Designs for this phase of construction (**OPA Exhibit G**) have been reviewed and approved by the City of Rancho Cordova Planning Commission. Upon adoption of Resolution CRA-4-2010 the City manager will be authorized to execute the OPA with UHC fulfilling two necessary requirements. The first is the necessity to obligate 100% of NSP funding by March 31, 2010. The second is to establish a development partnership as required for the submission of a California 9% Tax Credit application which is due March 25, 2010. The City and UHC should know the results of the tax credit application by June 2010 and be awarded funding by August 2010. In the unlikely event that the tax credit application is denied, City Staff and UHC have agreed to fall back on a 12 unit affordable housing complex funded fully by the NSP monies. Considered a contingency plan for a worst case scenario (denial of tax credits), the 12 unit concept has been approved by HCD and will be developed as per the OPA.

ATTACHMENTS

Resolution No. CRA-4-2010

RESOLUTION NO. CRA 4-2010

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA
APPROVING EXECUTION OF AN OWNER PARTICIPATION AGREEMENT AND
REGULATORY AGREEMENT WITH UHC 00516 RANCHO CORDOVA, L.P. REGARDING
THE DEVELOPMENT OF PROPERTY FOR THE
CROSSINGS @ NEW RANCHO**

WHEREAS, the Community Redevelopment Agency (**Agency**) of the City of Rancho Cordova (**City**) seeks development of the property (the **Property**) in the City of Rancho Cordova, County of Sacramento, more particularly described in **Exhibit A** to the Owner Participation Agreement (**Exhibit 1**) that is the subject of this Resolution, in accordance with the Redevelopment Plan adopted by the City Council of the City of Rancho Cordova (**City Council**) on July 5, 2006, by Ordinance No. 43-2006 (the **Redevelopment Plan**); and

WHEREAS, the Property is located in the Project Area established pursuant to the Redevelopment Plan; and

WHEREAS, UHC 00516 Rancho Cordova L.P., to acquire a California limited partnership (**Developer**) owns or has the contractual right to acquire the Property, and upon acquisition thereof, desires to develop the Property as a rental residential project that will consist of up to 18 units of housing affordable to households who incomes do not exceed 50% of area median income, adjusted for household size, to be known as The Crossings @ New Rancho (the **Project**); and

WHEREAS, effective as of March 11, 2010, the Planning Commission of the City of Rancho Cordova (**Planning Commission**) approved Design Review for the Project; and

WHEREAS, all necessary environmental review pursuant to the California Environmental Quality Act (**CEQA**) and the National Environmental Protection Act (NEPA) as applicable to the Project have been completed and approved, all necessary notices have been filed, and all statutes of limitation related to environmental review of the Project have expired; and

WHEREAS, Developer qualifies as an "owner participant" as that term is defined in the Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) and in the Owner Participation Rules adopted by the Agency in connection with the Redevelopment Plan; and

WHEREAS, pursuant to the Redevelopment Plan, the Agency has authority to enter into agreements with the owners of real property located within the Project Area in order to provide for the development of such property in conformity with the Redevelopment Plan; and

WHEREAS, construction of the Project will assist in the elimination of blight in the Project Area, provide affordable housing opportunities, and improve the economic and physical conditions in the Project Area in accordance with the purposes and goals of the Redevelopment Plan; and

WHEREAS, the Developer and Agency staff have negotiated the terms of (i) an Owner Participation Agreement which provides for the City's obligation of up to \$4,524,933 in funds from the U.S. Department of Housing and Urban Development Neighborhood Stabilization

Program (**NSP**) for development of the Project in accordance with the Project approvals and the Redevelopment Plan and (ii) a Regulatory Agreement for the development which provides that for not less than 55 years up to 18 rental residential units in the Project shall remain available for rental at an affordable cost to households whose income does not exceed 50% of area median income, adjusted for household size.

NOW THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of Rancho Cordova:

1. The Agency finds that development of the Project is consistent with the Redevelopment Plan and the Implementation Plan adopted in connection therewith.

2. The Agency further finds that execution of the Owner Participation Agreement and the Regulatory Agreement further the goals of the Redevelopment Plan and will be in the best interests of the Agency and the City of Rancho Cordova by providing for development of underutilized property within the Project Area and by providing for construction of affordable housing.

3. The Agency hereby authorizes and directs the Executive Director of the Agency to execute the Owner Participation Agreement and the Regulatory Agreement substantially in the form presented to the Agency Board and on file with the Agency Secretary, with such modifications as may be approved by the Executive Director in consultation with Agency Counsel.

4. The Agency hereby authorizes the Executive Director of the Agency, or his designee, to execute such additional documents and to undertake such further actions as are reasonably necessary to carry out the intent of this resolution, the Owner Participation Agreement, and the Regulatory Agreement.

PASSED AND ADOPTED by the Board Members of the Community Redevelopment Agency of the City of Rancho Cordova on the ____ day of ____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Agency Chair

ATTEST:

Mindy Cuppy, Agency Secretary

OWNER PARTICIPATION AGREEMENT

by and between

**THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO
CORDOVA**

and

**UHC 00516 RANCHO CORDOVA, L.P.,
A CALIFORNIA LIMITED PARTNERSHIP**

(Crossings at New Rancho)

March __, 2010

Exhibits

- A Legal Description of Property
- B Form of Memorandum of Owner Participation Agreement
- C Form of Certificate of Completion
- D Financing Plan
- E Option Agreements
- F Regulatory Agreement
- G Approved Plans per Design Review

THIS OWNER PARTICIPATION AGREEMENT (this “**Agreement**”) is entered into effective as of March __, 2010 (“**Effective Date**”) by and between the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate, and politic (“**Agency**”) and UHC 00516 Rancho Cordova, L.P., a California limited partnership (“**Developer**”). Agency and Developer are hereinafter individually referred to as “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. Pursuant to authority granted under Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (“**CRL**”), the Agency has responsibility to implement the redevelopment plan adopted in 2006 by the City Council of the City of Rancho Cordova (“**City Council**”) by Ordinance No. 43-2006 (as subsequently amended, the “**Redevelopment Plan**”) for the Rancho Cordova Redevelopment Project Area (the “**Project Area**”).

B. Developer owns, or has the contractual right to acquire a fee simple interest in the real property consisting of approximately 0.77 acres located in the City of Rancho Cordova (“**City**”), and more particularly described in Exhibit A attached hereto (the “**Property**”). Developer has proposed to develop up to 18 units of multi-family rental housing on the Property (the “**Project**”) that will include two U.S. Green Building Council L.E.E.D. Certified three-story buildings, each containing nine (9) flats or townhouses that will be rented at affordable rents equal to or lower than rents affordable to households with incomes at or below fifty percent (50%) of area median income pursuant to the requirements of the Neighborhood Stabilization Program grant, Affordable Rental Housing Component, for the Project, as more particularly described herein and in an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants that shall be recorded against the Property and the Project.

C. The Project will be financed pursuant to U.S. Department of Housing and Urban Development (“**HUD**”) Neighborhood Stabilization Program Developer funds in the total amount of Four Million, Five Hundred Thirty Four Thousand Nine Hundred Thirty Three Dollars (\$4,534,933) (“**NSP Funds**”) received by the City, and California Nine Percent (9%) Tax Credits.

D. Developer has requested, and City has agreed to obligate the NSP Funds for the Project pursuant to the terms and conditions set forth herein for the purpose of providing partial financing for the development of the Project. In addition, Agency and City have agreed to cooperate in Developer’s submission of a tax credit application to the California Tax Credit Allocation Committee (“**TCAC**”) for the remaining required financing.

E. The purpose of this Agreement is to effectuate the Redevelopment Plan by providing for the development of the Property as more particularly set forth herein. The Agency has determined that (i) the Project received design review and approval by the City Planning Commission on March 11, 2010; (ii) the Project is consistent with the Redevelopment Plan and the Implementation Plan for the Project Area, (iii) the Project will be of benefit to the Project Area; (iv) the Project will further the goals of the Redevelopment Plan by providing affordable

housing in the Project Area; and (v) the NSP Funds are necessary to make the Project economically feasible and affordable to households with incomes which do not exceed fifty percent (50%) of area median income, classified as low and very low-income households.

F. A material inducement to the Agency to enter into this Agreement is the agreement by Developer to develop the Project within the time periods specified herein and in accordance with the provisions hereof, and the Agency would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to complete the Project in accordance with such provisions and within such time periods, subject to the terms and conditions set forth herein.

G. In connection with this Agreement Developer shall execute such documentation as Agency shall reasonably require in connection with Project financing, and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants ("**Regulatory Agreement**") which shall require Project rents to be affordable to households whose incomes do not exceed fifty percent (50%) of area median income for a term of not less than fifty-five (55) years. The Regulatory Agreement shall be recorded against the Property and the Project. This Agreement and the Regulatory Agreement are collectively hereinafter referred to as the "**Agency Documents**."

H. The City, acting as the lead agency, conducted an Environmental Assessment and made a Finding of No Significant Impact on December 1, 2009.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS

1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

- 1.1 "**Agency Documents**" is defined in Recital G.
- 1.2 "**Certificate of Completion**" is defined in Section 3.15.
- 1.3 "**City**" is defined in Recital B.
- 1.4 "**City Council**" is defined in Recital A.
- 1.5 "**Claims**" is defined in Section 3.17.
- 1.6 "**Conditions of Approval**" is defined in Section 3.2.
- 1.7 "**Construction Plans**" is defined in Section 3.11.

- 1.8 “**Environmental Laws**” is defined in Section 8.4.
- 1.9 “**Financing Plan**” is defined in Section 3.7.
- 1.10 “**Hazardous Materials**” is defined in Section 8.3.
- 1.11 “**Improvements**” is defined in Section 3.2.
- 1.12 “**Indemnitees**” is defined in Section 3.17.
- 1.13 “**NSP Funds**” is defined in Recital C.
- 1.14 “**Official Records**” means the Official Records of Sacramento County.
- 1.15 “**Options**” is defined in Section 9.8.
- 1.16 “**Project**” is defined in Recital B and further described in Section 3.2.
- 1.17 “**Regulatory Agreement**” is defined in Recital G.
- 1.18 “**Transfer**” is defined in Section 6.2.

ARTICLE II

REPRESENTATIONS; EFFECTIVE DATE AND TERM

2.1 Developer’s Representations. Developer represents and warrants to Agency as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to Agency. Developer acknowledges that Agency shall rely upon Developer’s representations made herein notwithstanding any investigation made by or on behalf of Agency.

(i) Authority. Developer is a limited partnership, duly organized and in good standing under the laws of the State of California. Developer’s general partner is UHC 00516 Rancho Cordova Holdings LLC, a California Limited Liability Corporation, duly organized and in good standing under the laws of the State of California. Developer has the full right, power and authority to undertake all obligations of Developer as provided herein, and the execution, performance and delivery of this Agreement by Developer has been duly authorized by all requisite actions. The persons executing this Agreement on behalf of Developer have been duly authorized to do so. This Agreement and the other Agency Documents constitute valid and binding obligations of Developer, enforceable in accordance with their respective terms.

(ii) No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(iii) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

(iv) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or insolvency proceeding.

2.2 Effective Date; Memorandum. The obligations of Developer and Agency hereunder shall be effective as of the Effective Date. The Parties shall execute a Memorandum of this Agreement substantially in the form attached hereto as Exhibit B which shall be recorded in the Official Records promptly upon execution of this Agreement. The Agency will not withhold consent to reasonable requests for subordination of the Memorandum to deeds of trust, regulatory agreements and related documents provided for the benefit of Project lenders approved pursuant to the Financing Plan provided that the instruments effecting such subordination include reasonable protections to the Agency in the event of default.

ARTICLE III

DEVELOPMENT OF THE PROJECT

3.1 The Property. Developer represents and warrants that as of the Effective Date: (i) Developer owns or has the contractual right to acquire a fee simple interest in the Property, and (ii) the Property is subject to no covenant, condition, restriction or agreement that would prevent the development of the Project in accordance with this Agreement. If at any time the foregoing statements become untrue, the Agency shall have the right to terminate this Agreement upon written notice to Developer.

3.2 Scope of Development. Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**").

The Project will consist of the demolition of existing structures and the design, development and construction on the Property of an 18-unit multi-family residential project comprised of two (2) three-story U.S. Green Building Council L.E.E.D. Certified buildings,

consisting of six (6) three-bedroom, two-bath flats on the ground floor of each building and two stories of two-bedroom, two-bath townhouses in each building, consisting of a total of twelve (12) two-bedroom units, for a total of nine (9) units in each building, provided, however, that the layout or configuration of the units may change, but subject only to Agency approval. Each building will be electrically assisted by solar photovoltaic generation. Any Renewable Energy Credits and/or Carbon Offset Credits produced as a result of the Project's solar photovoltaic generation system shall be the sole property of the City and shall be used by City in its sole discretion for projects or purposes not limited to Developer's Project. All of the foregoing is collectively hereinafter referred to as the "**Improvements**".

Notwithstanding anything to the contrary contained herein, the construction of the Project is expressly conditioned upon compliance with the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*, CEQA guidelines, and implementing regulations, all as amended from time to time ("**CEQA**") and/or the National Environmental Protection Act of 1969, 42 U.S.C. Section 4321 *et seq.*, NEPA guidelines, and implementing regulations, all as amended from time to time ("**NEPA**"), as the same may be applicable to the Project. Necessary CEQA and NEPA studies and reports have been completed, all necessary NEPA approvals have been obtained, necessary notices have been filed and statute of limitations have expired. No physical activity, not otherwise exempt from CEQA or NEPA, as applicable, shall commence on the Property without such compliance.

3.3 Affordable Housing. Developer covenants and agrees for itself, its successors and assigns that Developer's interest in the Property will be subjected to recorded covenants that will restrict use of the Property to development of a residential project that includes affordable housing, and that for a term of not less than fifty-five (55) years commencing upon the issuance of a final certificate of occupancy for the Project, not less than one hundred percent (100%) of the residential units in the Project shall be rented at an affordable cost to households who qualify at or below fifty percent (50%) of area median income (as defined in the Regulatory Agreement), in accordance with the terms hereof and the Regulatory Agreement which the Parties shall execute in a form substantially similar to Exhibit F attached hereto and to be recorded in the Official Records. Developer hereby covenants, which covenants shall be memorialized in the Regulatory Agreement, to use best efforts to cooperate with the City and the Sacramento Housing and Redevelopment Agency ("**SHRA**") in making available to SHRA Public Housing tenants up to five (5) units in the Project, in exchange for Project-based rental assistance, provided, however, that if the Developer is unsuccessful in obtaining the vouchers for one or more units, the Agency shall pay, after the capital rent reserve is depleted, the difference between the fair market rent for the relevant unit(s) and the amount of rent that the tenant pays for the relevant unit(s) plus incremental fees to third parties, if any, incurred based on a higher amount of voucher payments such as management fees and investor fees or, if the amount of the vouchers for one or more units is less than amount depicted in the Financing Plan, the Agency shall pay, after the capital rent reserve is depleted, the difference between the fair market rent for the relevant unit(s) and the amount of the vouchers for the relevant unit(s) plus incremental fees to third parties, if any, incurred based on a higher amount of voucher payments such as management fees and investor fees. All construction cost savings on the Project shall be deposited in the capital rent reserve.

3.4 Project Approvals. Developer acknowledges and agrees that execution of this Agreement by Agency does not constitute approval for the purpose of the issuance of building permits for the construction of the Project, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain all necessary entitlements, approvals, and permits for the construction of the Project, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the Project (if any), and the completion of any required environmental review.

Developer covenants that it shall: (i) obtain all necessary permits and approvals which may be required by Agency, City, or any other governmental agency having jurisdiction over the construction of the Project or the development of the Property, (ii) comply with all Conditions of Approval, (iii) comply with all mitigation measures imposed in connection with any environmental review of the Project, and (iv) not commence construction work on the Project prior to issuance of building permits required for such work.

Agency staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for development of the Project.

3.5 Fees. Subject to the subsidies identified in the Financing Plan, Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, design review, architectural review, and any subsequent approvals for the Project or the development of the Property.

3.6 Cost of Acquisition and Construction. Except as expressly set forth herein, After the Effective Date, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the design, development and construction of the Project and compliance with the Conditions of Approval, including without limitation the installation and construction of all off-site or on-site improvements required by City in connection therewith, except costs and expenses related to demolition of the improvements presently located on the Property, property management, or costs and expenses related to the Storm Water Pollution Prevention Plan.

3.7 Financing Plan. As set forth in the attached Exhibit D, Developer has provided Agency with a preliminary financing plan for the Project ("**Financing Plan**") which describes (i) the estimated costs of Project development, including acquisition costs, and hard and soft construction costs, (ii) an operating pro forma which describes projected revenue and expenses for the Project, and (iii) identification of sources of construction and permanent financing. The Financing Plan must be in a form and content to provide sufficient detail to satisfy the requirements of the State Department of Housing and Community Development ("**HCD**") as administrator of the NSP Funds included in the Project Developer may update the Financing Plan throughout the term of this Agreement, provided that Developer shall provide prior written notice to the Agency of any proposed modifications, by overnight mail or other form of delivery

evidencing the date and time of delivery and receipt by the Agency. If the Agency fails to approve of any such modification within fifteen (15) calendar days following Agency's receipt of the proposed modifications, then the Financing Plan and the encumbrances which may be recorded against the Property in connection with the financing contemplated by the Financing Plan shall be deemed approved by the Agency. The Agency agrees not to unreasonably withhold consent to proposed modifications to the Financing Plan.

Consistent with the Financing Plan, provided such funds are available, Developer shall apply for an allocation of nine percent (9%) California low-income housing tax credits. Developer shall submit to the Agency copies of Developer's application for tax credits for the Project concurrently with Developer's submittal of such applications to TCAC and shall concurrently provide to Agency an update to the Financing Plan including an updated schedule of sources and uses and updated development and operating pro formas, accompanied by evidence that all Project financing has been firmly committed by Developer, or lending institutions, subject only to commercially reasonable conditions or allocation(s) for low-income housing tax credits from TCAC.

Developer agrees to use best efforts to operate and manage the Project so as to minimize residual receipts therefrom, including without limitation using residual receipts to fund a social services program for Project residents.

3.7.1 Denial of Tax Credits Application. In the event that that Developer's tax credit application is denied by TCAC, Developer shall be entitled to reduce the number of residential units in the Project from eighteen (18) to twelve (12) units; provided, however, that the reduced and redesigned Project otherwise complies with all other terms and conditions of this Agreement. Such redesign shall require processing through the City's standard design review process.

3.8 Development Schedule. Developer shall commence and complete construction of the Project and shall satisfy all other obligations of Developer under this Agreement within the time periods set forth herein, as such time periods may be extended upon the mutual written consent of the Parties. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Developer shall commence construction of the Project within thirty (30) days of issuance of building permits, but in any event no later than the earlier of : (i) November 30, 2010, or (ii) the earliest date as may be permitted by TCAC, and Developer shall diligently prosecute to completion the construction of the Project in order to allow City to issue a final certificate of occupancy in no event later than December 31, 2011 or such earlier date as may be required by TCAC. The Parties acknowledge that the NSP regulations require that all NSP Funds must be spent prior to September 30, 2011, and therefore shall submit evidence to the City that all NSP Funds have been spent by such date. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Developer's failure to commence or complete construction of the Project in accordance with the time periods specified in this Section 3.8 shall be an Event of Developer Default hereunder.

3.9 Rights of Access. For the purpose of ensuring that the Project is developed in compliance with this Agreement, Developer shall permit representatives of the Agency and the

City to enter upon the Property to inspect the Project following forty-eight (48) hours written notice, including without limitation inspection for labor standards compliance monitoring as described in Section 3.17 (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided). Developer shall have the right to accompany any Agency representative performing an inspection of the Project.

3.10 Agency Disclaimer. Developer acknowledges that Agency and/or City shall have the right to monitor, review, supervise, or inspect the progress of construction or the operation of the Project. Notwithstanding such right, Developer and all third parties shall rely on its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the Agency or the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by the Agency or the City as to the quality of the design or construction of the Improvements or otherwise.

3.11 Construction Plans. Prior to commencement of Project construction, Developer shall submit to City's Building Department detailed construction plans for the development of the Project (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction documents upon which Developer and Developer's contractors shall rely in constructing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and upon the approvals issued by the Agency and the City for the Project, and shall not materially deviate therefrom without the express written consent of Agency and City. Provided that the Construction Plans are consistent with the requirements of this Agreement, approval of the Construction Plans by City shall be deemed approval thereof by Agency.

3.12 Construction Pursuant to Plans. Developer shall develop the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City and/or the Agency pertaining to construction of the Project. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

3.13 Change in Construction Plans. If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to City in accordance with its standard review process. Approval of changes to the Construction Plans by City shall be deemed approval thereof by Agency. Nothing in this Section is intended to or shall be deemed to modify the City's standard plan review procedures.

3.14 Defects in Plans. Neither Agency nor City shall be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Subject to the last sentence of this Section 3.14, Developer shall indemnify, defend (with counsel approved by Agency) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion and shall be assumed by any successor to Developer's interest in this Agreement. It is further agreed that Agency and City do not, and shall not, waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or Developer's deposit with Agency of any of the insurance policies described in this Agreement. Developer's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising due to the gross negligence or willful misconduct of the Indemnitees. Developer's indemnification obligations set forth in this Section shall not apply to any Construction Plans that are not used by or on behalf of Developer or any entity affiliated with Developer, including without limitation, a Controlled Affiliate or an entity controlled by or under common control with Developer. In addition, if Agency uses any of the Construction Plans (or permits a third party to use such Construction Plans), Agency agrees to release Developer from liability for Claims arising in connection with such use except to the extent any such Claim arises from the gross negligence or willful misconduct of Developer or Developer's employees, agents or representatives.

3.15 Certificate of Completion for Project. Promptly after completion of construction of the Project, issuance of a final Certificate of Occupancy by the City and the written request of Developer, the Agency will provide an instrument ("**Certificate of Completion**") so certifying, provided that at the time such certificate is requested all applicable components of the Project have been completed. The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the development of the Property.

The Certificate of Completion shall be issued substantially in the form attached hereto as Exhibit C, and at Developer's option, shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement, including without limitation, Developer's obligations pursuant to the Regulatory Agreement.

3.16 Equal Opportunity. During the construction of the Project, there shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction of the Project, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

3.17 Prevailing Wage Requirements. To the full extent required by all applicable State and Federal laws, rules and regulations, if any, Developer and its contractors and agents shall comply with California Labor Code Section 1720 *et seq.*, the Davis-Bacon Act, and the regulations adopted pursuant to each of them, as the same may be applicable to the Project (“**Prevailing Wage Laws**”), and shall be responsible for carrying out the requirements of such provisions. If required by Federal Law, California law or City policy, Developer shall submit to Agency a plan for monitoring payment of prevailing wages and shall implement such plan at Developer’s expense.

Subject to the last sentence of this paragraph, Developer shall indemnify, defend (with counsel approved by Agency) and hold the Agency, the City, and their respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Agency and City do not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or Developer’s deposit with Agency of any of the insurance policies described in this Agreement. The provisions of this Section 3.17 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project and shall be assumed by any successor to Developer’s interest in this Agreement. Developer’s indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of one or more of the Indemnitees. Developer’s indemnification obligations set forth in this Section shall only apply to work performed by or on behalf of Developer or any entity affiliated with Developer, including without limitation, a Controlled Affiliate or an entity controlled by or under common control with Developer.

3.18 Compliance with Laws. In connection with development and construction of the Project, Developer shall comply, and shall cause its contractors to comply with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City’s Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* Developer shall indemnify, defend (with

counsel approved by Agency) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Agency and City do not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or Developer's deposit with Agency of any of the insurance policies described in this Agreement. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. Developer's defense and indemnification obligations set forth in this Section 3.18 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project.

3.19 Liens and Stop Notices. Until the expiration of the term of the Regulatory Agreement, if a claim of a lien or stop notice is given or recorded affecting the Project or the Property, Developer shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to Agency that the claim of lien or stop notice will be paid or discharged. The provisions of this Section 3.19 shall apply from and after Developer's acquisition of a fee simple interest in the Property.

3.20 Right of Agency to Satisfy Liens on the Property. If Developer fails to satisfy or discharge any lien or stop notice on the Property pursuant to and within the time period set forth in Section 3.19 above, the Agency shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense with prior written notice to Developer. In such event Developer shall be liable for and shall immediately reimburse Agency for such paid lien or stop notice. Alternatively, the Agency may require Developer to immediately deposit with Agency the amount necessary to satisfy such lien or claim pending resolution thereof. The Agency may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Improvements for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property or the Improvements. The Agency may (but has no obligation to), with prior written notice to Developer, record any notices of completion or cessation of labor, or any other notice that the Agency deems necessary or desirable to protect its interest in the Property and the Improvements.

3.21 Performance and Payment Bonds.

Prior to commencement of construction work on the Project, Developer shall cause its general contractor to deliver to the Agency copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Project. The bonds shall name the Agency and the City as co-obligees. In lieu of such performance and payment bonds, subject to Agency's approval of the form and substance thereof, Developer may submit evidence satisfactory to the Agency of the contractor's ability to commence and complete construction of the Project in the form of an irrevocable letter of credit,

pledge of cash deposit, certificate of deposit, or other marketable securities held by a broker or other financial institution, with signature authority of the Agency required for any withdrawal, or a completion guaranty in a form and from a guarantor acceptable to Agency. Such evidence must be submitted to Agency in approvable form in sufficient time to allow for Agency's review and approval prior to the scheduled construction start date.

3.22 Insurance Requirements. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article X.

3.23 Shared Operations. Developer intends to develop contemporaneously a nearby but separate 48-unit low income senior housing project (the "**Horizons project**") pursuant to a separate Owner Participation Agreement with the Agency. If the project is completed, Developer agrees to use best efforts to create economies by utilizing shared operations contracts for maintenance, security, property management and related functions for the Project and the Horizons project.

ARTICLE IV

CITY AND AGENCY FINANCIAL ASSISTANCE

4.1 City NSP Funds. City and/or Agency, as applicable, agree to obligate up to the total amount of City's Funds, less administrative and activity delivery costs, in the maximum aggregate amount of Four Million, Five Hundred Twenty-four Thousand Nine Hundred Thirty Three Dollars (\$4,524,933) ("**NSP Funds**") for development of the Project upon the terms and conditions and for the purposes set forth in this Agreement. The outstanding principal balance of the NSP Funds will bear interest at one percent simple annual interest commencing on the date of disbursement. Annual payments shall be due and payable on a residual receipts basis. The entire outstanding principal balance of the NSP Funds together with accrued interest shall be payable in full on fifty-fifth (55th) anniversary of the date of issuance of the final certificate of occupancy for the Project. Notwithstanding the above, any dollar amount of the NSP Funds over eligible basis as defined in Section 42 of the Internal Revenue Code will be deemed to be a grant and not a loan.

4.2 Use and Disbursement of NSP Funds. The NSP Funds shall be used solely to fund specific development activities associated with the Project (in an amount and for only such development activities as are approved for funding by the Agency) and to fund construction of the Project consistent with the approved Financing Plan, as it may be updated with Agency approval, and Project approvals. All use of NSP Funds shall be consistent with the uses approved by HCD and shall follow federal procurement rules as required by the NSP Funds program. Developer shall also inform Agency, and TCAC as applicable, of proposed withdrawals from Project accounts thirty (30) days prior to making withdrawals.

4.3 Conditions to Disbursement of NSP Funds. Agency's obligation to disburse NSP Funds is conditioned upon the satisfaction of all of the following conditions:

(a) For funding prior to commencement of construction (“**Predevelopment**”):

(i) Developer’s execution and delivery to Agency of this Agreement, the Memorandum, and the Regulatory Agreement, and recordation of the Memorandum and Regulatory Agreement in the Official Records.

(ii) Developer’s delivery to the Agency of evidence of property and liability insurance coverage in accordance with the requirements set forth herein.

(iii) Developer’s delivery to Agency of each of the following: (i) certificate of good standing, certified by the Secretary of State indicating that Developer is properly organized and authorized to do business in the State of California; (ii) a certified resolution indicating that Developer has authorized the transactions contemplated by this Agreement and that the persons executing the Agency Documents on behalf of Developer have been duly authorized to do so; (iii) a certified copy of Developer’s LP-1; (iv) a copy of Developer’s executed partnership agreement, certified as accurate and complete by an authorized officer of developer’s general partner’s sole member; (v) certified copies of Developer’s general partner’s LLC-1 and operating agreement; and (vi) verification of Developer’s general partner’s sole member’s tax exempt status..

(iv) No material adverse change as determined by Agency in its reasonable judgment shall have occurred in the condition of the Property or in the financial or other condition of Developer since the date of this Agreement.

(v) Agency’s receipt of a written requisition from Developer specifying the amount and use of the requested funds, accompanied by copies of third-party invoices for services rendered in connection with the Project (accompanied by or to be followed by evidence of payment of such invoices, as applicable), and such other documentation as Agency shall reasonably require, including without limitation, cost certification as to the expenses incurred. All such requisitions shall be preceded by written request from Developer to City for consideration of the specific cost. For those costs and expenses not included in a budget approved by the Agency, the Agency must provide written approval before Developer may incur such cost or expense.

(b) In addition to continuing the aforementioned conditions of disbursement, the following are additional requirements for funding requests on or after Commencement of Construction:

(i) Developer’s delivery to Agency of evidence reasonably satisfactory to Agency that there are no mechanics’ liens or stop notices related to the Property or the Project, and Developer’s provision to Agency of full waivers or releases of lien claims if required by Agency.

(ii) Developer’s delivery to Agency of evidence reasonably satisfactory to Agency that Developer has obtained all necessary entitlements, permits (including without limitation building permits), licenses, and approvals required to develop the Project, or that the receipt of such permits is subject only to such conditions as Agency shall reasonably approve;

City's approval of the final plans and specifications for the Project; Developer's delivery to Agency evidence reasonably satisfactory to Agency that Developer has secured TCAC tax credits and any other binding commitments, subject only to commercially reasonable conditions, for all required Project construction and permanent financing; and Developer's delivery to Agency and Agency approval of all of the following: (1) any modifications to the Project construction and operating budgets previously approved by Agency; (2) performance bonds or other assurance of completion reasonably acceptable to Agency pursuant to the requirements set forth in Section 3.21; (3) any modification to the construction schedule; and (4) copies of such other documents related to the financing of the Project as Agency may reasonably request, including cost certification as to the expenses incurred.

(iii) Progress Payments to be made to Developer for construction costs incurred, the purchase and storage of materials, security, and other Project costs; the detail of conditions precedent to the release of funds, including progress inspections, change orders, retention and other activities associated with the timely release of construction funding, will be detailed in a Construction Period Funding and Disbursement Agreement to be developed by the City, acting as construction lender for the Project.

4.4 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the Agency shall have no obligation to disburse or authorize the disbursement of any portion of the NSP Funds following:

(i) the failure of any of Developer's representations and warranties made in this Agreement or in connection with the NSP Funds to be true and correct in all material respects;

(ii) the termination of this Agreement by mutual agreement of the Parties;

(iii) the occurrence of an Event of Developer Default under any Agency Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Developer Default under any Agency Document.

ARTICLE V

USE OF THE PROPERTY

5.1 Use; Affordable Housing. Developer covenants and agrees for itself and its successors and assigns that the Property shall be used for the development and operation of a multi-family residential project, in accordance with the terms and conditions of this Agreement and the Regulatory Agreement.

5.2 Maintenance. Developer, at its own expense, shall maintain the Property, the Improvements and related landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, landscaping, driveways, parking areas, and

walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Developer shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Developer shall provide adequate security for occupants of the Project. The provisions of this Section 5.2 shall apply from and after Developer's acquisition of the Property.

5.3 Taxes and Assessments. From and after Developer's acquisition of the Property, Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property or the Improvements and payable by Developer, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or the Improvements; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. The Parties acknowledge and agree that for purposes of the partial payment of property taxes for the Property and the Project, a Payment in Lieu of Taxes ("PILOT") as identified in the Financing Plan shall be required. Provided, however, that if one or more of the vouchers referenced in Section 3.3 is not obtained and sufficient reserves are not available, the Agency will fund the amount of PILOT deficiency or waive the amount of PILOT deficiency. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

5.4 Obligation to Refrain from Discrimination. From and after Developer's acquisition of the Property, Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or the Improvements or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

- (a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

- (b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

- (c) In Contracts, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

ARTICLE VI

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

6.1 Change Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project on the Property pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the Agency. It is because of these qualifications, experience, financial capacity and expertise that the Agency has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein.

6.2 Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, “**Transfer**”) of the whole or any part of Developer’s interest in the Property, the Project, the Improvements, or this Agreement, without the prior written approval of Agency, which approval shall not be unreasonably withheld. (The provisions concerning Transfer of the Property, the Project and the Improvements shall apply commencing upon Developer’s acquisition of a fee simple interest in the Property.) Any such attempt to assign this Agreement without the Agency’s consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of Agency. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Developer, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

6.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project or the Property in accordance with the approved Financing Plan as it may be updated with Agency approval, and subject to the requirements of Article VII, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; or (v) a Transfer to an entity which is under the direct control of Urban Housing Communities LLC, a California limited liability company (“**Controlled Affiliate**”).

6.4 Requirements for Proposed Transfers. The Agency may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Improvements, the Property or portion thereof if all of the following requirements are met (provided however, the requirements of this Section 6.4 shall not apply to Transfers described in clauses (i) through (v) of Section 6.3):

(i) The proposed transferee demonstrates to the Agency’s satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the Agency to competently complete construction of the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement.

(ii) The Developer and the proposed transferee shall submit for Agency review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Improvements, the Property or interest therein together with such documentation of the proposed transferee’s qualifications and development capacity as the Agency may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement and the Agency Documents arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer’s obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement and the Regulatory Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the Agency in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the Agency’s Executive Director unless the Executive Director, in his or her discretion, refers the matter of approval to the Agency’s governing board. If a proposed Transfer has not been approved by Agency in writing within thirty (30) days following Agency’s receipt of written request by Developer, it shall be deemed rejected.

6.5 Effect of Transfer without Agency Consent.

6.5.1 In the absence of specific written agreement by the Agency, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

6.5.2 Without limiting any other remedy Agency may have under this Agreement, or under law or equity, it shall be an Event of Developer Default hereunder entitling Agency to terminate this Agreement if without the prior written approval of the Agency, Developer assigns or Transfers this Agreement, the Improvements, or the Property prior to the Agency's issuance of a Certificate of Completion. This Section 6.5.2 shall not apply to Transfers described in clauses (i) through (v) of Section 6.3.

6.6 Recovery of Agency Costs. Developer shall reimburse Agency for all Agency costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following Agency's delivery to Developer of an invoice detailing such costs.

ARTICLE VII

SECURITY FINANCING AND RIGHTS OF MORTGAGEES

7.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property or the Improvements only for the purpose of securing loans for the purpose of the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Property pursuant to this Agreement. Developer shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with Agency approval, without the prior written approval of Agency's Executive Director or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

7.1.1 Memorandum and Regulatory Agreement to be Senior to Mortgages. The Agency agrees that pursuant to Health and Safety Code Section 33334.14(a)(4), Agency will not withhold consent to reasonable requests for subordination of the Regulatory Agreement to deeds of trust provided for the benefit of Tax Credit equity partners identified in the Financing Plan as it may be updated with Agency approval, provided that the instruments effecting such subordination include reasonable protections to the Agency in the event of default consistent with the requirements of Health and Safety Code Section 33334.14(a)(4).

7.2 Holder Not Obligated to Construct. The holder of any mortgage, deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

7.3 Notice of Default and Right to Cure. Whenever Agency delivers any notice of default hereunder, Agency shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Improvements, provided that Agency has been provided with the address for delivery of such notice. Agency shall have no liability to any such holder for any failure by the Agency to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by and additional sixty (60) days. In the event that possession of the Property or the Improvements (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, as applicable, within sixty (60) days after receipt of the Agency's notice, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify Agency of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer's obligations to Agency under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to Agency that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement and shall be entitled to a Certificate of Completion upon compliance with the requirements of this Agreement.

7.4 Agency Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property or the Improvements, Agency may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and Agency shall be entitled to reimbursement from Developer for all costs and expenses incurred by Agency associated with and attributable to the curing of the default or breach and such sum.

7.5 Holder to be Notified. Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its creating any security right or interest in the Property or the Improvements.

7.6 Modifications to Agreement. Agency shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter Agency's substantive rights and obligations under this Agreement.

7.7 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the

amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE VIII

ENVIRONMENTAL MATTERS

8.1 No Agency Liability; Developer's Covenants. Neither Agency nor City shall be responsible for the cost of any soil, groundwater or other environmental remediation or other response activities for any Hazardous Materials existing or occurring in, on, under or about the Improvements, the Property or any portion thereof. From and after Developer's acquisition of the Property, upon receipt of any notice regarding the presence, release or discharge of Hazardous Materials in, on or under the Improvements, the Property, or any portion thereof, Developer agrees to timely initiate and diligently pursue and complete all appropriate response, remediation and removal actions for the presence, release or discharge of such Hazardous Materials within such deadlines as specified by applicable Environmental Laws. Developer hereby covenants and agrees that commencing upon Developer's acquisition of the Property:

(i) Developer shall not knowingly permit the Project or the Property or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Project or the Property with the exception of cleaning supplies and other materials customarily used in construction, operation or maintenance of residential property and any commercial uses developed as part of the Project, and used, stored and disposed of in compliance with Hazardous Materials Laws, and

(ii) Developer shall keep and maintain the Project and the Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Hazardous Materials Laws.

8.2 Environmental Indemnification. Subject to the last sentence of this Section, commencing upon Developer's acquisition of the Property, Developer shall indemnify, defend (with counsel approved by Agency) and hold the Indemnitees harmless from and against any and all Claims including without limitation any expenses associated with the investigation, assessment, monitoring, response, removal, treatment, abatement or remediation of Hazardous Materials and administrative, enforcement or judicial proceedings resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal or the alleged presence, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws or the covenants set forth in Section 8.1. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this Section 8.2

shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. Developer's indemnification obligations set forth in this Section shall also apply to Claims arising directly or indirectly as a result of the actions or omissions of Developer or Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing relating to activity on the Property prior to Developer's acquisition of the Property.

8.2.1 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 8.2 above, are in no way limited or otherwise affected by any information the Agency or the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Materials, whether the Agency or the City obtained such information from the Developer or from its own investigations. It is further agreed that Agency and City do not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or the deposit with Agency by Developer, of any of the insurance policies described in this Agreement.

8.3 Hazardous Materials. As used herein, the term "**Hazardous Materials**" means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

8.4 Environmental Laws. As used herein, the term "**Environmental Laws**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating

authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. Section 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

ARTICLE IX

DEFAULTS, REMEDIES AND TERMINATION

9.1 Event of Developer Default. The following events shall constitute an event of default on the part of Developer (“**Event of Developer Default**”):

(a) Subject to force majeure, the availability of financing and City’s issuance of permits and approvals, Developer fails to commence or complete construction of the Project within the times set forth in Section 3.8, or subject to force majeure, abandons or suspends construction of the Project prior to completion for a period of sixty (60) days or more;

(b) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VI;

(c) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within ten (10) days;

(d) Subject to Developer’s right to contest the following charges pursuant to Section 5.3, if Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Project or fails to pay when due any other charge that may result in a lien on the

Property or the Project, and Developer fails to cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien;

(e) Following Developer's acquisition of the Property, a default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property, the Improvements, or Developer's interest therein, and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(f) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the Agency or the City in connection with this Agreement or Developer's request for NSP Funds proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the Agency or the City and Developer fails to cure such default within sixty (60) days after the date upon which Agency shall have given written notice of the default to Developer;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Developer or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(h) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer;

(i) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property or the Improvements, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(j) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(k) An event of default arises under any Agency Document and remains uncured beyond any applicable cure period; or

(l) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 9.1

and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or sixty (60) days in the event of a nonmonetary default after the date upon which Agency shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within sixty (60) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within sixty (60) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred twenty (120) days after receipt of notice of the default.

9.2 Agency Default. An event of default on the part of Agency (“**Event of Agency Default**”) shall arise hereunder if Agency fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days after written notice thereof from Developer to Agency, or in the case of a default which cannot with due diligence be cured within thirty (30) days, Agency fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

9.3 Agency’s Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then Agency shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If Agency makes such election, Agency shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

9.4 Agency’s Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, Agency shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and Agency may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to the Agency Documents, exercise one or more of the following remedies:

- (a) Seek specific performance to enforce the terms of the Agency Documents;
- (b) Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the Agency Documents and Agency’s rights thereunder.

9.5 Developer’s Remedies Upon an Event of Agency Default. Upon the occurrence of an Event of Agency Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

9.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding anything to the contrary set forth herein, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

9.7 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

9.8 City's/Agency's Options to Purchase. City, or the Agency as City's assignee, has the right to purchase the Property or a portion thereof, including any Improvements thereon, pursuant to Option Agreements entered into between City and Developer's affiliate and recorded on January 8, 2010 in the Official Records at Book _____, Page _____; Book _____, Page _____; and Book _____, Page _____, respectively ("**Options**"). The Options are attached hereto as Exhibit E and incorporated herein by this reference. The Options shall be exercisable by City or the Agency, pursuant to the terms and conditions of the Option Agreements.

ARTICLE X

INDEMNITY AND INSURANCE.

10.1 Indemnity. Developer shall indemnify, defend (with counsel approved by Agency) and hold Indemnitees, , harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof or otherwise arising out of or in connection with Developer's performance under this Agreement. Developer's indemnification obligations under this Section 10.1 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of, , one or more Indemnitees. The provisions of this Section 10.1 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. It is further agreed that Agency and City do not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or the deposit with Agency by Developer, of any of the insurance policies described in this Agreement.

10.2 Liability and Workers Compensation Insurance.

(a) Prior to initiating work on the Project and continuing through the issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer on the Project shall maintain a commercial general liability policy in the amount of One Million

Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage, or such other policy limits as Agency may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Until issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars (\$1,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to Agency evidence satisfactory to Agency that Developer and any contractor with whom Developer has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Upon commencement of construction work and continuing until issuance of a Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming Agency as loss payee. Such insurance shall include coverage for risks of direct physical loss or damage, excluding the perils of earthquake, flood, and earth movement.

(d) Upon completion of construction, Developer shall maintain property insurance covering all risks of loss (other than earthquake and flood) for one hundred percent (100%) of the replacement value of the Project with deductible, if any, in an amount acceptable to Agency, naming Agency as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name Agency and City as loss payees as their interests may appear.

(f) Prior to commencement of construction work, Developer shall furnish Agency with certificates of insurance in form acceptable to Agency evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(g) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within twenty-one (21) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Agency and City a certificate showing that the required insurance has been reinstated or

provided through another insurance company or companies. Upon failure to so file such certificate, Agency or City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse Agency or City for such expense upon receipt of billing from Agency or City.

(h) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by Agency or City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City and Agency. Developer shall furnish the required certificates and endorsements to Agency prior to the commencement of construction of the Project, and shall provide Agency with certified copies of the required insurance policies upon request of Agency.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement, except as identified in the Financing Plan. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

11.2 Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of Agency which shall not excuse performance by Agency), or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and Agency (acting in the discretion of its Executive Director unless he or she determines in his or her discretion to refer such matter to the governing board of the Agency). Agency and Developer acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions

or demand, and/or inability to obtain financing to complete the work of Improvements shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

11.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Agency: Redevelopment Agency of the City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Executive Director [or designee]
Facsimile: (916) 851-8787

Developer: UHC 00516 Rancho Cordova, L.P.
2000 East Fourth Street, Suite 205
Santa Ana, CA 92705
Attn: Chief Operating Officer
Facsimile: (714) 835 3275

11.4 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

11.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time

for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VI, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

11.7 Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 3.14, 3.17, 3.18, 8.2, 10.1, 11.1, and 11.18 shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Completion.

11.8 Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

11.9 Action or Approval. Whenever action and/or approval by Agency is required under this Agreement, Agency's Executive Director or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Executive Director determines in his or her discretion that such action or approval requires referral to Agency's Board for consideration.

11.10 Entire Agreement. This Agreement, including Exhibits A through G attached hereto and incorporated herein by this reference, together with other Agency Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof, including without limitation, any commitment letter issued by Agency or City with respect to financing for the Project, and that certain Memorandum of Understanding and Exclusive Right to Negotiate dated August 12, 2008, as amended on November 1, 2008.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

11.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

11.13 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

11.14 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

11.15 Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of Agency or City shall be personally liable to Developer or its successors in interest in the event of any default or breach by Agency or for any amount which may become due to Developer or its successors in interest pursuant to this Agreement.

11.16 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

11.17 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Sacramento County, California or in the Federal District Court for the Eastern District of California.

11.18. General Indemnification. Developer shall indemnify, defend (with counsel approved by Agency) and hold harmless Indemnitees from all Claims (including without limitation, reasonable attorneys' fees) arising in connection with any claim, action or proceeding to attack, set aside, void, or annul any approval by the City or the Agency or any of its agencies, departments, commissions, agents, officers, employees or legislative body concerning the Project or this Agreement. The agency will promptly notify Developer of any such claim, action or proceeding, and will cooperate fully in the defense. The Agency and the City may, within the unlimited discretion of each, participate in the defense of any such claim, action or proceeding, and if the Agency or the City chooses to do so, Developer shall reimburse Agency and City for reasonable attorneys' fees and expenses incurred.

SIGNATURES ON FOLLOWING PAGE.

Exhibit A

DESCRIPTION OF PROPERTY
(Attach description.)

Exhibit B

FORM OF MEMORANDUM OF OWNER PARTICIPATION AGREEMENT
(Attach form of Memorandum.)

Exhibit C

FORM OF CERTIFICATE OF COMPLETION
(Attach form of Certificate.)

Exhibit D

FINANCING PLAN
(Attach Financing Plan.)

Exhibit E

OPTION AGREEMENTS
(Attach Option Agreements)

Exhibit F

REGULATORY AGREEMENT
(Attach Regulatory Agreement)

Exhibit G

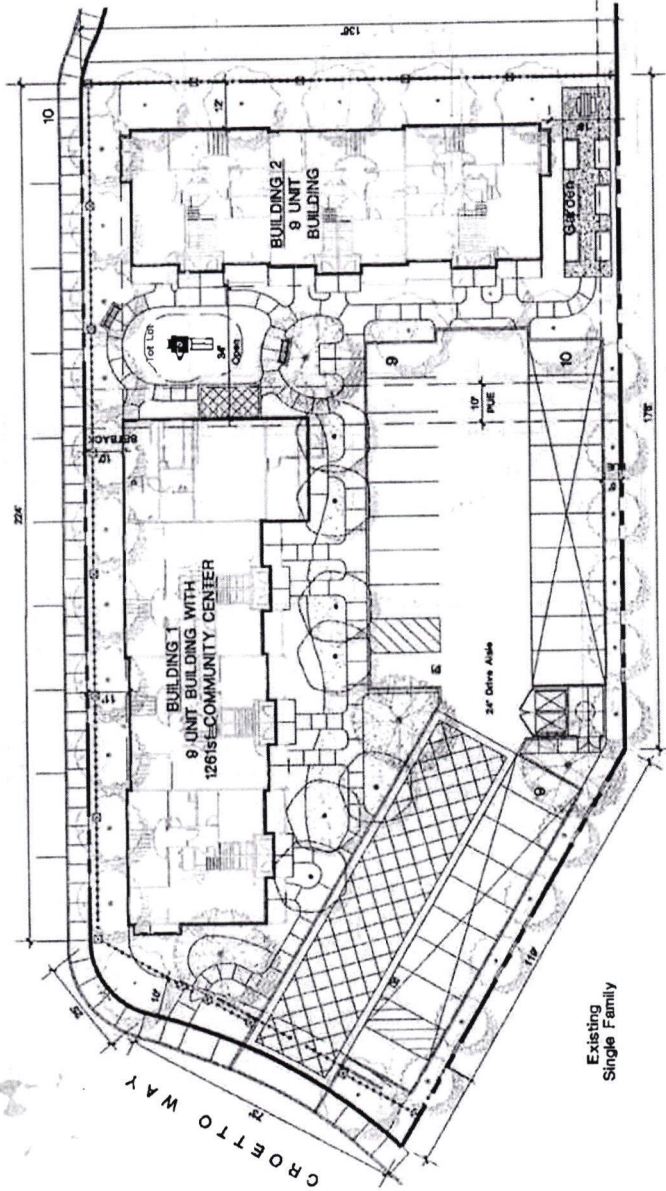
APPROVED PLANS PER DESIGN REVIEW
(Attach Approved Plans and Conditions)

Exhibit A

Description of Property

(Parties agree to include the description of the ultimate parcel prior to recordation)

WOODBERRY WAY



Existing
Single Family

Summary:
Zone: UR-1
Site: 0.81 Acres +/-
Density: 22.2 Du/Ac
Lot Coverage: 26%

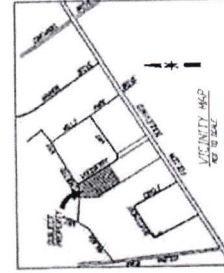
Building 1
First Floor: 5,064 sf (gross) Including Community Center
Second Floor: 3,333 sf (gross)
Third Floor: 3,440 sf (gross)
Total: 11,837 sf (gross)

Building 2
First Floor: 3,828 sf (gross)
Second Floor: 3,333 sf (gross)
Third Floor: 3,440 sf (gross)
Total: 10,601 sf (gross)

Community Center: 1,261 sf (gross)

Unit Plan Type
(12) Plan 2 - 2 bedroom townhouse / 2.5 bath @ 1,072 sf (net),
@ 1,190 sf (net) at End Unit
(6) Plan 3 - 3 bedroom flat / 2 bath @ 1,087 sf (net)
(18) Total Units

Parking Provided - 28 spaces (1.5 spaces/unit)
(10 guest spaces on Woodberry)



SCALE 1" = 30' - 0"



Illustrative Site Plan

Crossings @ New Rancho
Rancho Cordova, California

.....an affordable family community

Architecture + Planning
17552 Mitchell South
Irvine, CA 92614
949.851.2133
kag.com



A-1

RTG # 20090029
March 02, 2010



Exhibit B

Form of Memorandum of Owner Participation Agreement

Recording Requested by
and when Recorded, return to:

Community Redevelopment Agency of the City of
Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Executive Director

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

MEMORANDUM OF OWNER PARTICIPATION AGREEMENT

This Memorandum of Owner Participation Agreement (this "**Memorandum**") dated as of _____, 2010, is entered into by and between the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate, and politic ("**Agency**") and UHC 00516 Rancho Cordova, L.P., a California limited partnership ("**Developer**"). Agency and Developer are hereinafter collectively referred to as the "**Parties**."

1. Consistent with California Community Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) and the Redevelopment Plan for the Rancho Cordova Redevelopment Project Area ("**Project Area**"), the Parties have entered into that certain Owner Participation Agreement dated as of _____, 2010 (the "**OPA**"), pursuant to which Developer has agreed to develop certain real property (the "**Property**") located within the Project Area and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

2. Among other conditions, the OPA provides that by not later than December 31, 2011, Developer shall have completed construction of an affordable housing project on the Property in which up to eighteen (18) will be rented to eligible households who qualify as Very Low Income (as defined in the Regulatory Agreement described below) pursuant to the terms of the OPA and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants executed by the Parties ("**Regulatory Agreement**") which shall be recorded in Official Records of Sacramento County substantially concurrently herewith.

3. The OPA further provides that (i) except as permitted by the OPA, Developer shall not voluntarily or involuntarily make or attempt any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of Developer's interest in the Property or the improvements located thereon without the prior written approval of the Agency; and (ii) any transferee of all or part of the Property shall be subject to and shall expressly assume all of the covenants, obligations and restrictions of the OPA which pertain to the portion of the Property transferred, including without limitation, the provisions of the Regulatory Agreement.

4. The Parties have executed and recorded this instrument to give notice of the OPA and the respective rights of the Parties thereunder. Copies of the unrecorded OPA are available at the offices of the Agency, 2729 Prospect Park Drive, Rancho Cordova, California 95670, and such document is incorporated by reference in its entirety in this

Memorandum. This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the OPA. In the event of any inconsistency between this Memorandum and the OPA, the OPA shall control.

5. This Memorandum shall be interpreted and enforced in accordance with California law without regard to principles of conflict of laws. This Memorandum may be executed in counterparts.

6. The OPA shall bind and inure to the benefit of the Parties and their respective successors and assigns.

SIGNATURES ON FOLLOWING PAGE

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

AGENCY

Community Redevelopment Agency of the City of Rancho Cordova,
a public body, corporate and politic

By: _____
Executive Director

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

DEVELOPER

UHC 00516 Rancho Cordova, L.P.,
a California limited partnership

By: _____
UHC 00516 Rancho Cordova Holdings LLC,
a California limited liability company

Its: General Partner

SIGNATURES MUST BE NOTARIZED.

Exhibit A

PROPERTY

(Attach legal description.)

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On _____, 20__, before me, _____, (here insert name and title of the officer), 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)

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On _____, 20__, before me, _____, (here insert name and title of the officer), 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)

1392172.1

Exhibit C

Form of Certificate of Completion

(Certificate of Completion to be developed prior to recordation of OPA)

Exhibit D

Financing Plan

March 19, 2010
Crossings at New Rancho TCAC Model
PERMANENT SOURCES & USES OF FUNDS

SOURCES OF FUNDS	<u>Total</u>	<u>Per Unit</u>
Permanent Loan	\$ -	\$ -
Federal 9% Tax Credit Proceeds	3,380,088	187,783
Soft Loan 1 City Loan From NSP Funds	4,524,933	251,385
Soft Loan 2	-	-
Soft Loan 3	-	-
Soft Loan 4	-	-
Deferred Developer Fee	-	-
Other	-	-
TOTAL SOURCES OF FUNDS	<u>\$ 7,905,021</u>	<u>\$ 439,168</u>
 USES OF FUNDS		
Land and Building Acquisition	\$ 392,089	\$ 21,783
Construction Costs	4,473,824	248,546
Fees and Permits	508,292	28,238
Developer Fee	414,000	23,000
Professional Services	699,199	38,844
Financing	444,455	24,692
Relocation	-	-
Other	201,556	11,198
Reserves and Contingency	771,605	42,867
TOTAL USES OF FUNDS	<u>\$ 7,905,021</u>	<u>\$ 439,168</u>
 SOURCES LESS USES	 \$ (0)	 \$ (0)

NOTES:

18 Units

Tie Breaker

5 Project Vouchers

No Perm

1.0503

DEVELOPMENT BUDGET

DEVELOPMENT BUDGET								Applicant Comment
Total Cost	Residential		Eligible Basis Costs			Commercial		
	Total	Per Unit	Per Sq. Ft.	70%	30%	Total		
ACQUISITION								
Lesser of Land Cost or Value	\$370,100	\$20,561	\$14.19	XXXXXXXXXX	XXXXXXXXXX			
Demolition	\$72,325	\$4,018	\$2.77	XXXXXXXXXX	XXXXXXXXXX			
Legal & Closing Costs	\$21,989	\$1,222	\$0.84	XXXXXXXXXX	XXXXXXXXXX			
Verifiable Carrying Costs		\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Subtotal	\$464,414	\$25,801	\$17.81	XXXXXXXXXX	XXXXXXXXXX		\$0	
Existing Improvements Cost	\$0	\$0	\$0.00	XXXXXXXXXX	\$0			
Other: (specify)	\$0	\$0	\$0.00	XXXXXXXXXX	\$0			
Total Acquisition	\$464,414	\$25,801	\$17.81	\$0	\$0		\$0	
REHABILITATION								
Off-Site Improvements		\$0	\$0.00	XXXXXXXXXX	\$0			
Environmental Remediation		\$0	\$0.00	\$0	\$0			
Site Work		\$0	\$0.00	\$0	\$0			
Structures		\$0	\$0.00	\$0	\$0			
General Requirements		\$0	\$0.00	\$0	\$0			
Contractor Overhead		\$0	\$0.00	\$0	\$0			
Contractor Profit		\$0	\$0.00	\$0	\$0			
General Liability Insurance		\$0	\$0.00	\$0	\$0			
Other: (specify)		\$0	\$0.00	\$0	\$0			
Total Rehabilitation Costs	\$0	\$0	\$0.00	\$0	\$0		\$0	
RELOCATION								
Temporary Relocation		\$0	\$0.00	\$0	\$0			
Permanent Relocation		\$0	\$0.00	\$0	\$0			
Total Relocation	\$0	\$0	\$0.00	\$0	\$0		\$0	
NEW CONSTRUCTION								
Off-Site Improvements	\$165,007	\$9,167	\$6.33	XXXXXXXXXX	\$165,007			
Environmental Remediation	\$0	\$0	\$0.00	\$0	\$0			
Site Work (hard costs)	\$588,025	\$32,668	\$22.55	\$588,025	\$588,025			
Structures (hard costs)	\$2,939,996	\$163,333	\$112.74	\$2,939,996	\$2,939,996			
General Requirements	\$179,208	\$9,956	\$6.87	\$179,208	\$179,208			
Contractor Overhead	\$159,631	\$8,868	\$6.12	\$159,631	\$159,631			
Contractor Profit	\$159,631	\$8,868	\$6.12	\$159,631	\$159,631			
General Liability Insurance	\$46,667	\$2,593	\$1.79	\$46,667	\$46,667			
Solar (hard costs)	\$210,000	\$11,667	\$8.05	\$210,000	\$210,000			
Total New Construction	\$4,448,165	\$247,120	\$170.57	\$4,283,158	\$4,448,165		\$0	
ARCHITECTURAL								
Design	\$229,885	\$12,771	\$8.82	\$229,885	\$229,885			
Supervision	\$20,015	\$1,112	\$0.77	\$20,015	\$20,015			
Total Architectural Costs	\$249,900	\$13,883	\$9.58	\$249,900	\$249,900		\$0	

DEVELOPMENT BUDGET

	Total Cost	Residential		Eligible Basis Costs			Commercial		Applicant Comment
		Total	Per Unit	Per Sq. Ft.	70%	30%	Total		
SURVEY & ENGINEERING									
Engineering	\$140,800	\$140,800	\$7,822	\$5.40	\$140,800	\$140,800			
ALTA Land Survey	\$12,000	\$12,000	\$667	\$0.46	\$12,000	\$12,000			
Total Survey & Engineering	\$152,800	\$152,800	\$8,489	\$5.86	\$152,800	\$152,800	\$0		
CONTINGENCY COSTS									
Hard Cost Contingency	\$402,404	\$402,404	\$22,356	\$15.43	\$402,404	\$402,404			
Soft Cost Contingency	\$91,983	\$91,983	\$5,110	\$3.53	\$91,983	\$91,983			
Total Contingency Costs	\$494,387	\$494,387	\$27,466	\$18.96	\$494,387	\$494,387	\$0		
CONSTRUCTION PERIOD EXPENSES									
Construction Loan Interest	\$78,000	\$78,000	\$4,333	\$2.99	\$78,000	\$78,000			
Origination Fee	\$40,000	\$40,000	\$2,222	\$1.53	\$40,000	\$40,000			
Credit Enhancement & App. Fee	\$33,000	\$33,000	\$1,833	\$1.27	\$33,000	\$33,000			
Owner Paid Bonds/Insurance	\$45,296	\$45,296	\$2,516	\$1.74	\$45,296	\$45,296			
Lender Inspection Fees	\$25,000	\$25,000	\$1,389	\$0.96	\$25,000	\$25,000			
Taxes During Construction	\$5,594	\$5,594	\$311	\$0.21	\$5,594	\$5,594			
Prevailing Wage Monitor	\$35,000	\$35,000	\$1,944	\$1.34	\$35,000	\$35,000			
Insurance During Construction	\$45,955	\$45,955	\$2,553	\$1.76	\$45,955	\$45,955			
Title and Recording Fees	\$10,000	\$10,000	\$556	\$0.38	\$10,000	\$10,000			
Construction Mgmt. & Testing	\$25,000	\$25,000	\$1,389	\$0.96	\$25,000	\$25,000			
Predevelopment Interest Exp.		\$0	\$0	\$0.00	\$0	\$0			
Guarantee Fees	\$150,000	\$150,000	\$8,333	\$5.75	\$150,000	\$150,000			
City Closing Costs & Tax Credit Legal	\$25,000	\$25,000	\$1,389	\$0.96	\$25,000	\$25,000			
Total Construction Expenses	\$517,845	\$517,845	\$28,769	\$19.86	\$517,845	\$517,845	\$0		
PERMANENT FINANCING EXPENSES									
Loan Origination Fee(s)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Credit Enhancement & App. Fee		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Title and Recording		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Property Taxes		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Insurance		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Total Permanent Financing	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0		
LEGAL FEES									
Construction Lender Legal Expenses		\$0	\$0	\$0.00	\$0	\$0			
Permanent Lender Legal Fees		\$0	\$0	\$0.00	\$0	\$0			
Sponsor Legal Fees	\$72,500	\$72,500	\$4,028	\$2.78	\$72,500	\$72,500			
Organizational Legal Fees	\$12,500	\$12,500	\$694	\$0.48	\$12,500	\$12,500			
Syndication Legal Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0			
Total Legal Fees	\$85,000	\$85,000	\$4,722	\$3.26	\$85,000	\$85,000	\$0		
CAPITALIZED RESERVES									
Operating Reserve	\$78,000	\$78,000	\$4,333	\$2.99	XXXXXXXXXX	XXXXXXXXXX			
Replacement Reserve		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Rent-Up Reserve	\$199,218	\$199,218	\$11,068	\$7.64	XXXXXXXXXX	XXXXXXXXXX			
Transition Reserve		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX			
Total Capitalized Reserves	\$277,218	\$277,218	\$15,401	\$10.63	\$0	\$0	\$0		

DEVELOPMENT BUDGET

DEVELOPMENT BUDGET							Applicant Comment
Total Cost	Residential		Eligible Basis Costs			Commercial	
	Total	Per Unit	Per Sq. Ft.	70%	30%	Total	
REPORTS & STUDIES							
Appraisal(s)	\$20,000	\$1,111	\$0.77	\$20,000	\$20,000		
Market Study	\$18,000	\$1,000	\$0.69	\$18,000	\$18,000		
Physical Needs Assessment	\$0	\$0	\$0.00	\$0	\$0		
Environmental Studies	\$22,000	\$1,222	\$0.84	\$22,000	\$22,000		
LEED Certification Fees	\$55,000	\$3,056	\$2.11	\$55,000	\$55,000		
Soils Report	\$8,000	\$444	\$0.31	\$8,000	\$8,000		
Other: (specify)	\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)	\$0	\$0	\$0.00	\$0	\$0		
Total Reports & Studies	\$123,000	\$6,833	\$4.72	\$123,000	\$123,000	\$0	
OTHER							
CTCAC App./Alloc./Monitor Fees	\$32,000	\$1,778	\$1.23	XXXXXXXXXX	XXXXXXXXXX		
CDLAC Fees	\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Local Permit Fees	\$0	\$0	\$0.00	\$0	\$0		
Local Development Impact Fees	\$0	\$0	\$0.00	\$0	\$0		
Other Costs of Bond Issuance	\$0	\$0	\$0.00	\$0	\$0		
Syndicator / Investor Fees & Expenses	\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Furnishings	\$72,000	\$4,000	\$2.76	\$72,000	\$72,000		
Final Cost Audit Expense	\$0	\$0	\$0.00	\$0	\$0		
Marketing	\$54,000	\$3,000	\$2.07	XXXXXXXXXX	XXXXXXXXXX		
Financial Consulting	\$0	\$0	\$0.00	\$0	\$0		
School Fees	\$156,842	\$8,713	\$6.01	\$156,842	\$156,842		
Development Impact Fees	\$261,450	\$14,525	\$10.03	\$261,450	\$261,450		
Fire Impact Fees	\$9,000	\$500	\$0.35	\$9,000	\$9,000		
Electrical Hook Up Fees	\$36,000	\$2,000	\$1.38	\$36,000	\$36,000		
Total Other Costs	\$621,292	\$34,516	\$23.82	\$535,292	\$535,292	\$0	
SUBTOTAL	\$7,434,021	\$413,001	\$285.07	\$6,441,382	\$6,606,389	\$0	
DEVELOPER COSTS							
Developer Fee/Overhead/Profit	\$414,000	\$23,000	\$15.88	\$414,000	\$414,000		
Consultant/Processing Agent	\$0	\$0	\$0.00	\$0	\$0		
Project Administration	\$0	\$0	\$0.00	\$0	\$0		
Syndicator Consultant Fees	\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Guarantee Fees	\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Broker Fees Paid to Related Party	\$0	\$0	\$0.00	\$0	\$0		
Construction Oversight & Mgmt.	\$45,000	\$2,500	\$1.73	\$45,000	\$45,000		
Planning & Building Fees	\$12,000	\$667	\$0.46	\$12,000	\$12,000		
Audit	\$471,000	\$26,167	\$18.06	\$471,000	\$471,000	\$0	
Total Developer Costs	\$7,905,021	\$439,168	\$303.13	\$6,912,382	\$7,077,389	\$0	
TOTAL DEVELOPMENT COST							

UA Version 7/15/09

CTCAC Total Project Costs
 (Excludes Syndication Legal Fees and Syndicator / Investor Fees and Expenses)

CASH FLOW ANALYSIS

UA Version 7/15/09

Income from Restricted Units based on:															
	Restricted Rents											Proposed Rents			
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
INCOME FROM HOUSING UNITS															
Restricted Unit Rents	132,408	135,718	139,111	142,589	146,154	149,807	153,553	157,392	161,326	165,359	169,493	173,731	178,074	182,526	187,089
Unrestricted Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments	41,220	42,251	43,307	44,389	45,499	46,637	47,803	48,998	50,223	51,478	52,765	54,084	55,436	56,822	58,243
Program: Project Based Rental Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Subsidies	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - HOUSING	173,628	177,969	182,418	186,978	191,653	196,444	201,355	206,389	211,549	216,838	222,259	227,815	233,510	239,348	245,332
OTHER INCOME															
Laundry & Vending	1,440	1,476	1,512	1,550	1,589	1,629	1,669	1,711	1,754	1,798	1,843	1,889	1,936	1,984	2,034
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	1,440	1,476	1,512	1,550	1,589	1,629	1,669	1,711	1,754	1,798	1,843	1,889	1,936	1,984	2,034
GROSS POTENTIAL INCOME - OTHER	1,440	1,476	1,512	1,550	1,589	1,629	1,669	1,711	1,754	1,798	1,843	1,889	1,936	1,984	2,034
GROSS POTENTIAL INCOME - TOTAL	175,068	179,444	183,930	188,529	193,242	198,073	203,025	208,100	213,303	218,635	224,101	229,704	235,446	241,333	247,366
VACANCY ASSUMPTIONS															
Restricted Units	13,241	13,572	13,911	14,259	14,615	14,981	15,355	15,739	16,133	16,536	16,949	17,373	17,807	18,253	18,709
Unrestricted Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry & Vending & Other Income	144	148	151	155	159	163	167	171	175	180	184	189	194	198	203
Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
50.0%	13,385	13,719	14,062	14,414	14,774	15,144	15,522	15,910	16,308	16,716	17,134	17,562	18,001	18,451	18,912
TOTAL VACANCY LOSS	13,385	13,719	14,062	14,414	14,774	15,144	15,522	15,910	16,308	16,716	17,134	17,562	18,001	18,451	18,912
EFFECTIVE GROSS INCOME	161,683	165,725	169,868	174,115	178,468	182,929	187,502	192,190	196,995	201,920	206,968	212,142	217,445	222,882	228,454
OPERATING EXPENSES & RESERVE DEPOSITS															
Residential Expenses (w/o Real Estate Taxes)	109,706	113,546	117,520	121,633	125,890	130,296	134,857	139,577	144,462	149,518	154,751	160,167	165,773	171,575	177,581
Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Reserve	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200
Other Reserves	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500
Ground Lease	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.5%	148,406	152,246	156,220	160,333	164,590	168,996	173,557	178,277	183,162	188,218	193,451	198,867	204,473	210,275	216,281
TOTAL EXPENSES & RESERVES	13,277	13,479	13,648	13,782	13,877	13,933	13,946	13,913	13,833	13,702	13,517	13,274	12,972	12,606	12,173
NET OPERATING INCOME															
DEBT SERVICE															
1st Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bridge Loan (repaid from Investor equity)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2nd Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Financial Expenses: (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Required Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CASH FLOW after all debt service	13,277	13,479	13,648	13,782	13,877	13,933	13,946	13,913	13,833	13,702	13,517	13,274	12,972	12,606	12,173
DEBT SERVICE COVERAGE RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Use of Cash Flow After Debt Service - HCD Projects															
Asset Mgmt./ Similar Fees	12,000	12,360	12,731	13,113	13,506	13,911	13,946	13,913	13,833	13,702	13,517	13,274	12,972	12,606	12,173
Deferred Developer Fee prior to Distributions and residual receipt payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for Residual Receipts Loans and Sponsor Distributions	1,277	1,119	917	669	371	22	0	0	0	0	0	0	0	0	0
Sponsor Distributions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HCD Residual Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	1,277	1,119	917	669	371	22	0	0	0	0	0	0	0	0	0
Other Residual Payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assumed Max Asset Mgmt./Similar Fees	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657	16,127	16,611	17,109	17,622	18,151
Cumulative paid Deferred Dev. Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Exhibit E

Option Agreement

(To be inserted prior to submittal of Tax Credit application)

Exhibit F

Regulatory Agreement

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

Community Redevelopment Agency of the City of
Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Executive Director

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

(Crossings at New Rancho)

by and between

**THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO
CORDOVA**

and

**UHC 00516 RANCHO CORDOVA, L.P.,
A CALIFORNIA LIMITED PARTNERSHIP**

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of _____, 20__ ("**Effective Date**") by and between the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate, and politic ("**Agency**") and UHC 00516 Rancho Cordova, L.P., a California limited partnership ("**Owner**"). Agency and Owner are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Owner has purchased or has the contractual right to purchase certain real property located in the City of Rancho Cordova ("**City**") known as Sacramento County Assessor's Parcel Numbers _____, as more particularly described in Exhibit A attached hereto (the "**Property**").

B. Owner intends to construct, own and operate a multi-family residential rental project (the "**Project**") on the Property in accordance with that certain Owner Participation Agreement (the "**OPA**") dated as of _____, 2010 and executed by and between Owner and Agency, a memorandum of which shall be recorded substantially concurrently herewith in the Official Records of Sacramento County ("**Official Records**").

C. The OPA provides that for a period of not less than fifty-five (55) years not less than one hundred percent (100%) of the residential units in the Project shall be rented at an affordable cost to households whose income is less than or equal to fifty percent (50%) of Area Median Income.

D. Subject to the conditions set forth in the OPA, Agency and City have agreed to obligate funding in an amount up to Four Million Five Hundred Twenty Four Thousand Nine hundred Thirty Three Dollars (\$4,524,933) from the U.S. Department of Housing and Urban Development ("**HUD**") Neighborhood Stabilization Program ("**NSP Funds**") to Owner for development of the Project in accordance with the terms and conditions of the OPA. A Memorandum of OPA will be recorded in the Official Records substantially concurrently herewith.

E. As a condition to such funding, Agency requires the Property to be subject to the terms, conditions and restrictions set forth herein. Community Redevelopment Law (California Health and Safety Code Section 33000, *et seq.* (the "**CRL**")), permits the Agency to require that residential rental units in the Project Area that are assisted with public funds remain affordable for the longest feasible time. To the extent permitted by the CRL, this Agreement is intended to enable the Agency to count the residential units in the Project toward satisfaction of the Agency's housing production obligation under CRL Section 33413(b)(2).

F. The Parties have agreed to enter into and record this Agreement in order to satisfy the conditions described in the foregoing Recitals. The purpose of this Agreement is

to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

G. Capitalized terms not defined herein shall have the meaning ascribed to them in the OPA.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"Actual Household Size" means the actual number of persons in the applicable household.

"Adjusted for Family Size Appropriate for the Unit" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code and applicable federal rules (if any).

"Affordable Rent" means the following amounts, less a utility allowance and such other adjustments as required pursuant to the CRL: for units that are restricted for rental to households with incomes of not more than fifty percent (50%) of AMI ("**50% Units**"), a monthly rent that does not exceed one-twelfth of thirty percent (30%) of fifty percent (50%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit.

"Area Median Income" or "AMI" means the median income for Sacramento County, California, adjusted for Actual Household Size, as determined by HUD pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development ("**HCD**") in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

"Claims" is defined in Section 10.

"Eligible Household" means a household for which gross household income upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Section 2.1 and Exhibit B.

"Indemnitees" is defined in Section 10.

"Regulations" means Title 25 of the California Code of Regulations.

"Restricted Unit" means a dwelling unit which is reserved for occupancy at an Affordable Rent by a household of not more than a specified household income in accordance with and as set forth in Sections 2.1 and 2.2 and Exhibit B.

"Very Low-Income" means an annual gross household income that is less than or equal to the qualifying limits for households of Very Low-Income, adjusted for actual household size, as determined periodically by HUD on the basis of gross annual household income, and published by HCD in the Regulations for Sacramento County. If HUD ceases to make such determination, "Very Low-Income" shall be defined as not greater than fifty percent (50%) of Area Median Income adjusted for household size, as published by HCD in the Regulations. If both HCD and HUD cease to make such determinations, Agency in its reasonable discretion may designate another definition of "Very Low-Income" used by any other federal or state agency so long as such definition is no more restrictive than that set forth herein.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the operation of a multifamily rental housing development in compliance with the OPA and the requirements set forth herein. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of Agency.

2.1 Affordability Requirements. For a term of fifty-five (55) years commencing upon the date of issuance of a final certificate of occupancy for the Project not less than one hundred percent (100%) of the residential units shall be both Rent Restricted (as defined below) and occupied (or if vacant, available for occupancy) by Eligible Households whose income is less than or equal to fifty percent (50%) of AMI, except that, if permitted pursuant to the NSP Funds program grant and TCAC regulations as may be applicable to the Project, one (1) unit may be reserved as a manager's unit not subject to income restriction.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in Exhibit B, Owner shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved. A dwelling unit shall qualify as **"Rent Restricted"** if the gross rent charged for such unit does not exceed the Affordable Rent for the applicable household income category as set forth in Exhibit B.

Notwithstanding anything to the contrary contained in this Agreement, if the terms of financing for the Project restrict a greater number of units than restricted by this Agreement or require stricter affordability requirements than those imposed hereby, the requirements of such other financing shall prevail for the term thereof.

The Parties agree that an Amendment to this Agreement that includes a completed Exhibit B shall be recorded in the Official Records of Sacramento County when the number of units in the Project has been finalized in accordance with the OPA.

2.2 Rents for Restricted Units. Rents for Restricted Units shall be limited to Affordable Rents for households of the applicable income limit in accordance with Section 2.1 and Exhibit B and TCAC regulations.

2.2.1 Notice of Affordability Restrictions on Transfer of Property. Pursuant to the requirements of California Community Redevelopment Law, Owner and Agency shall execute a Notice of Affordability Restrictions on Transfer of Property substantially in the form attached hereto as Exhibit D, and shall cause such notice to be recorded substantially concurrently with the recordation of this Agreement.

2.3 Unit Sizes, Design and Location. The Restricted Units shall be of comparable design quality as unrestricted units in the Project, but may have reduced interior amenities. Tenants of Restricted Units shall have access to all common facilities of the Project equal to that of tenants of Project Units that are not Restricted Units. The Restricted Units shall be allocated among affordability categories as set forth in Exhibit B.

2.4 Manager's Unit. Subject to the requirements of the NSP Funds program grant or TCAC regulations as may be applicable to the Project, one (1) dwelling unit in the Project may be used as a resident manager's unit, and shall be exempt from the occupancy and rent restrictions set forth in this Agreement.

2.5 No Condominium Conversion. Owner shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Project or any part thereof during the term of this Agreement.

2.6 Non-Discrimination; Compliance with Fair Housing Laws.

2.6.1 Preferences. Consistent with the requirements of California Health and Safety Code Section 33411.3, Owner shall give first priority for the rental of Restricted Units to Eligible Households of Very Low- or Low- Income who have been displaced by development of the Project.

2.6.2 Fair Housing. Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Owner shall accept

as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.6.3 Non-Discrimination. Owner shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Owner, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) (1) In Deeds, the following language shall appear:

“Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.”

2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(b) (1) In Leases, the following language shall appear:

“The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(c) In Contracts

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection,

location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

3. Reporting Requirements.

3.1. Tenant Certification. Owner or Owner’s authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as Agency may reasonably require:

- (a) The identity of each household member;
- (b) The total gross household income;
- (c) For dwelling units reserved for occupancy by seniors:
 - (i) The identity and age of the resident who is disabled or age sixty-two (62) or older, and
 - (ii) The identity and age of each other member of the household or such other information reasonably required to demonstrate compliance with Section 2.1.1 above.

Owner shall retain such certificates for not less than three (3) years, and upon Agency’s request, shall provide copies of such certificates to Agency and make the originals available for Agency inspection.

3.2 Annual Report; Inspections. By not later than April 30 of each year during the term of this Agreement, Owner shall submit an annual report (“**Annual Report**”) to the Agency in form satisfactory to Agency, together with a certification that the Project is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 3.1.

Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as Agency may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by Agency; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of state or federal low-income housing tax credits or tax-exempt

financing, Owner may satisfy the requirements of this Section by providing Agency with a copy of compliance reports required in connection with such financing.

Owner shall permit representatives of Agency to enter and inspect the Property and the Project during reasonable business hours in order to monitor compliance with this Agreement upon forty-eight (48) hours advance notice of such visit to Owner or to Owner's management agent.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect through the 55th anniversary of the issuance of the final certificate of occupancy for the Project, unless the term is extended by mutual agreement of the Parties. At the end of the Term, Agency or Agency's successor in interest shall have the right to purchase the Property (excluding the improvements thereon) for the sum of One Dollar (\$1.00).

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof, as such may be extended pursuant to Section 4.1, regardless of any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term as such may be extended pursuant to Section 4.1.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The Agency and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and Agency, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to Agency an instrument

in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of Agency.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Agency shall have no responsibility for management or maintenance of the Property or the Project.

6.2 Management Entity. Agency shall have the right to review and approve the qualifications of the management entity proposed by Owner for the Project. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate security services for occupants of the Project.

6.3.1 Agency's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from Agency (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from Agency (with respect to landscaping, building improvements and general maintenance), then Agency, in

addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by Agency in connection with the foregoing shall constitute an indebtedness and shall be paid by Owner to Agency upon demand. All such sums remaining unpaid thirty (30) days following delivery of Agency's invoice therefor shall bear interest at the lesser of ten percent (10%) per annum or the highest rate permitted by applicable law. Notwithstanding anything to the contrary set forth in this Section, Agency agrees that it will provide Owner with not less than thirty (30) days' written notice prior to undertaking any work for which Owner will incur a financial obligation.

6.4 Marketing and Management Plan. Not later than one hundred eighty (180) days prior to the anticipated date of issuance of a certificate of occupancy for the Project, Owner shall submit for Agency review and approval, a plan for marketing and managing the Property ("**Marketing and Management Plan**" or "**Plan**"). The Marketing and Management Plan shall address in detail how Owner plans to market the Restricted Units to prospective Eligible Households in accordance with fair housing laws and this Agreement, Owner's tenant selection criteria, and how Owner plans to certify the eligibility of Eligible Households. The Plan shall also describe the management team and shall address how the Owner and the management entity plan to manage and maintain the Property and the Project. The Plan shall include the proposed management agreement and the form of rental agreement that Owner proposes to enter into with Project tenants. Owner shall abide by the terms of the Marketing and Management Plan in marketing, managing, and maintaining the Property and the Project, and throughout the term of this Agreement, shall submit proposed modifications to Agency for review and approval.

6.5 Approval of Amendments. If Agency has not responded to any submission of the Management and Marketing Plan, the proposed management entity, or a proposed amendment or change to any of the foregoing within thirty (30) days following Agency's receipt of such plan, proposal or amendment, the plan, proposal or amendment shall be deemed approved by Agency.

6.6 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest.

6.7 Insurance Coverage. Throughout the term of this Agreement Owner shall comply with the insurance requirements set forth in Exhibit C, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit C.

6.8 Property Damage or Destruction. If any part of the Project is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or low-income housing tax credit investors providing financing for the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Recordation; Subordination. This Agreement shall be recorded in the Official Records of Sacramento County. Owner hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of Agency, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of Agency, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as Agency may reasonably request. Notwithstanding anything to the contrary set forth herein, the Agency agrees that pursuant to Health and Safety Code Section 33334.14(a)(4), it will not withhold consent to reasonable requests for subordination of this Agreement to deeds of trust provided for the benefit of lenders identified in the financing plan approved in connection with the OPA, provided that the subordination agreement includes reasonable protections to the Agency in the event of default.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to the OPA or this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, the Project, or the improvements located on the Property, without the prior written consent of the Agency, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement or the OPA, Owner shall

not undergo any significant change of ownership without the prior written approval of Agency. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis.

8.2 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to the OPA; (iii) the lease of individual dwelling units to tenants for occupancy as their principal residence in accordance with this Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project or the Property in accordance with the OPA, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; or (v) a Transfer to an entity which is under the direct control of Urban Housing Communities LLC, a California limited liability company ("**Controlled Affiliate**").

In addition, Agency shall not withhold its consent to the sale, transfer or other disposition of the Project, in whole or in part, provided that (1) the Project is and shall continue to be operated in compliance with this Agreement; (2) the transferee expressly assumes all obligations of Owner imposed by this Agreement; (3) the transferee executes all documents reasonably requested by the Agency with respect to the assumption of the Owner's obligations under this Agreement, and upon Agency's request, delivers to the Agency an opinion of its counsel to the effect that such document and this Agreement are valid, binding and enforceable obligations of such transferee; and (4) either (A) the transferee has at least three (3) years of experience in the ownership, operation and management of low-income multifamily rental housing projects of similar size to that of the Project, without any record of material violations of nondiscrimination provisions or other state or federal laws or regulations applicable to such projects, or (B) the transferee agrees to retain a property management firm with the experience and record described in subclause (A).

Consent to any proposed Transfer may be given by the Agency's Executive Director unless the Executive Director, in his or her discretion, refers the matter of approval to the Agency's governing board. If a proposed Transfer has not been approved by Agency in writing within thirty (30) days following Agency's receipt of written request by Owner, it shall be deemed rejected.

Owner shall reimburse Agency for all Agency costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following Agency's delivery of an invoice detailing such costs.

8.3 Encumbrances. Owner agrees to use best efforts to ensure that all deeds of trust or other security instruments recorded against the Property, the Project or part thereof for the benefit of a lender other than Agency ("**Third-Party Lender**") shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to Agency a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; (ii) Agency shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days; (iii) provided that Agency has cured any default under Third-Party Lender's deed of trust and other loan documents, Agency shall have the right to foreclose Agency's Deed of Trust and take title to the Project without acceleration of Third-Party Lender's debt; and (iv) Agency shall have the right to transfer the Project without acceleration of Third-Party Lender's debt to a nonprofit corporation or other entity which shall own and operate the Project as an affordable rental housing Project, subject to the prior written consent of the Third-Party Lender. Owner agrees to provide to Agency a copy of any notice of default Owner receives from any Third-Party Lender within three (3) business days following Owner's receipt thereof.

8.4 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, Agency shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

- (a) The occurrence of a Transfer in violation of Section 8 hereof;
- (b) Owner's failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Owner to cure such default within ten (10) days;
- (c) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner's failure to cure such default within thirty (30) days of delinquency;

(d) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(e) An event of default has been declared under the OPA;

(f) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Subsection 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which Agency shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within 30 days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than ninety (90) days from receipt of the notice of default.

The limited partners of Owner shall have the right to cure any default of Owner hereunder upon the same terms and conditions afforded to Owner. Provided that Agency has been given written notice of the address for delivery of notices to the limited partners, Agency shall provide any notice of default hereunder to the limited partners concurrently with the provision of such notice to Owner, and as to the limited partners, the cure periods specified herein shall commence upon the date of delivery of such notice in accordance with Subsection 11.3.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, Agency may proceed with any of the following remedies:

- A. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
- B. For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent;
- C. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The Agency may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. Owner shall indemnify, defend (with counsel approved by Agency) and hold Agency, the City, and their respective elected and appointed officers, officials, employees, agents, and representatives (collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) arising directly or indirectly, in whole or in part, as a result of or in connection with Owner’s construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner’s indemnification obligations under this Section 10 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. It is further agreed that Agency does not and shall not waive any rights against Owner that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or the deposit with Agency by Owner, of any of the insurance policies described in this Agreement or the OPA.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by Agency of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by Agency to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by Agency at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Agency: Community Redevelopment Agency of the City of
Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Executive Director [or designee]

Owner: UHC 00516 Rancho Cordova, L.P. LLC
2000 East Fourth Street, Suite 205
Santa Ana, CA 92705
Attention: Chief Operating Officer

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

11.6 Action by the Agency. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the Agency is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Agency Executive Director or by any person who shall have been designated by the Agency Executive Director, without further approval by the governing board of the Agency.

11.7 Non-Liability of Agency and Agency Officials, Employees and Agents. No member, official, employee or agent of the Agency or the City shall be personally liable

to Owner or any successor in interest, in the event of any default or breach by the Agency, or for any amount of money which may become due to Owner or its successor or for any obligation of Agency under this Agreement.

11.8 Headings; Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement, together with the OPA, contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through D attached hereto are incorporated herein by this reference.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

AGENCY

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA,
A PUBLIC BODY, CORPORATE AND POLITIC

By: _____
[Name]

Title: _____

ATTEST:

By: _____
, Agency Secretary

APPROVED AS TO FORM:

By: _____
, Agency Counsel

OWNER

UHC 00516 RANCHO CORDOVA, L.P.
A CALIFORNIA LIMITED PARTNERSHIP

By: UHC 00516 RANCHO CORDOVA HOLDINGS LLC
[Name]

By: _____
Its: _____
[Title]

SIGNATURES MUST BE NOTARIZED.

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On _____, 20__, before me, _____, (here insert name and title of the officer), 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)

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On _____, 20__, before me, _____, (here insert name and title of the officer), 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

PROPERTY

(Attach legal description.)

Exhibit B

Number of Units by Unit Size and Targeted Area Median Income (AMI) Levels

The Parties agree to execute and record an amendment to this Agreement completing the information in this Exhibit B when the unit numbers and affordability requirements are determined.

Maximum Household Income	50% AMI		Sub-Total	Manager's Unit	Total
1-Bedroom					
2-Bedroom					
3-Bedroom					
Total					

Exhibit C

INSURANCE REQUIREMENTS

Prior to initiating work on the Project and continuing through throughout the term of this Agreement, Owner shall obtain and maintain the following policies of insurance:

(a) a commercial general liability policy in the amount of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage, or such other policy limits as Agency may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) a comprehensive automobile liability coverage in the amount of One Million Dollars (\$1,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to Agency evidence satisfactory to Agency that Owner and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Upon commencement of construction and continuing until issuance of a Certificate of Completion, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming Agency as loss payee.

(d) Owner shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to Agency, naming Agency as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name Agency and City as loss payees as their interests may appear.

(f) Prior to commencement of construction, Owner shall furnish Agency with certificates of insurance in form acceptable to Agency evidencing the required insurance coverage and duly executed endorsements evidencing such additional

insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(g) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Agency and City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Agency or City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse Agency or City for such expense upon receipt of billing from Agency or City.

(h) Coverage provided by Owner shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by Agency or City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City and Agency. Owner shall furnish the required certificates and endorsements to Agency prior to the commencement of construction of the Project, and shall provide Agency with certified copies of the required insurance policies upon request of Agency.

Exhibit D

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

Community Redevelopment Agency of the City of
Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Executive Director

Space above this line for Recorder's use.

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

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY (this "**Notice**") is dated as of _____, 20__ with reference to that certain real property known as Sacramento County Assessor's Parcel Numbers _____, and more particularly described in Exhibit A attached hereto (the "**Property**").

1. The Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate, and politic ("**Agency**") and UHC 00516 Rancho Cordova, L.P., a California limited partnership ("**Owner**") have entered into that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "**Regulatory Agreement**") dated as of [_____, 20__] and recorded in the Official Records of Sacramento County substantially concurrently herewith.

2. The Regulatory Agreement requires not less than one hundred percent (100%) of the residential units developed on the Property to be rented at affordable rents to households whose income is less than or equal to fifty percent (50%) of Area Median Income, as more particularly set forth in the Regulatory Agreement.

3. The restrictions set forth in the Regulatory Agreement will be in effect for a period of fifty-five (55) years, commencing on the date of issuance of a final certificate of occupancy for the Project developed on the Property.

This Notice is intended to provide notice of documents that affect title to the Property. Reference should be made to the Regulatory Agreement for a more detailed description of all matters described in this Notice. In the event of any conflict between the terms of this Notice and the terms of the Regulatory Agreement, the Regulatory Agreement shall prevail.

This Notice is being recorded and filed in compliance with California Health and Safety Code Section 33334.3(f)(3) and (4), and shall be indexed by the Agency and the current owner of the Property.

IN WITNESS WHEREOF, Agency and Owner have executed this Notice as of the date first written above.

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA,
A PUBLIC BODY, CORPORATE AND POLITIC**

By: _____

[Name]

Title: _____

ATTEST:

By: _____, Agency Secretary

APPROVED AS TO FORM:

By: _____, Agency Counsel

**UHC 00516 RANCHO CORDOVA, L.P.,
A CALIFORNIA LIMITED PARTNERSHIP**

By: _____

[Name]

Its: _____

[Title]

SIGNATURES MUST BE NOTARIZED.

Exhibit A

PROPERTY

(Attach legal description.)

1390568.2

1390568.2
ORANGE\BHOLDEN\66375.2

Exhibit G

Approved Plans per Design Review

CITY OF RANCHO CORDOVA

PLANNING COMMISSION RESOLUTION NO. 146-2010

**A RESOLUTION OF THE PLANNING COMMISSION
APPROVING A DESIGN REVIEW AND PARCEL MAP FOR
THE CROSSINGS AT NEW RANCHO, PROJECT # DD6835**

WHEREAS, UHC 00516 Rancho Cordova, L.P. (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to approve a Design Review for a new three story 18 unit affordable housing project, known as the Crossings at New Rancho; and

WHEREAS, the Planning Commission is the appropriate authority to hear and take action on this project; and

WHEREAS, the Planning Commission of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. Determine the Mitigated Negative Declaration is adequate and complete according to the Guidelines of the California Environmental Quality Act.

- a) Finding: The project site has been analyzed in compliance with the California Environmental Quality Act.

Evidence: The City of Rancho Cordova adopted an Environmental Impact Report for the Folsom Blvd Specific Plan, and issues of aesthetics of the development for the project site were adequately addressed within the document. The project has further been determined to be categorically exempt, according to Section 15332 and the project will not create any significant adverse impact on the environment.

2. Approve the Design Review, subject to the Project Plans (Exhibit A) and the Conditions of Approval (Exhibit B); supported by the following Findings and Evidence, as required by Zoning Code Section 1.14.050:

- a) Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and Special Planning Area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The General Plan designation and Folsom Blvd Specific Plan designation for this property is Medium Density Residential. Multi-family residential homes are consistent with both designations. The proposed home plans have been designed to meet the applicable regulations of the Specific Plan and Design Guidelines, including setbacks, height regulations, and garage orientation.

Finding: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The Developer has provided a design package that clearly illustrates the composition and form of the new units. The Craftsman architectural style is well appointed with complementary materials and colors to provide an attractive and well

proportioned building mass. The Applicant has submitted preliminary landscape plans with the Design Review package (Exhibit A). A condition has been placed on the project that will require approval from the City's Engineer and Planning Director as to the type and size of trees to be planted.

- b) Finding: The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The architectural style is distinctive in mass and in its details. The color and material palettes are complementary, including stucco, horizontal and vertical sidings, and masonry veneers at the base of columns. The building wall mass is offset to provide greater articulation to the vertical mass, along with changing roof sheds to break the monotony of a single ridge roof system. The use of heavy beam supports give additional character to the roof lines, and the window and door trims provide additional detail to compliment the Craftsman style. All elevations and architectural style palettes are included in the Design Review package (Exhibit A).

- c) Finding: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The units and site configuration have been designed to provide dedicated pedestrian walkways from the front doors of each unit to the public sidewalk. The on-site parking lot is appropriately configured to serve the units and reduce the conflict between vehicle and pedestrian movement. The project will also be linked to the future second phase to provide a more accessible path to Folsom Blvd. and the commercial and transit opportunities along the corridor.

3. The Planning Commission recommends to the City Council approval of a 20% density bonus, according to the eligibility requirements listed in Section 24.710.030 of the Zoning Code. Due to the affordable nature of the project, the additional density will assist the City to partially satisfy its stated housing goals found within the adopted Housing Element of the General Plan.

PASSED AND ADOPTED by the Planning Commission of the City of Rancho Cordova on the 11th day of March, 2010 by the following vote:

AYES: Burke, Cummings, Johnson, Vance, Savorn, Moe

NOES: NONE

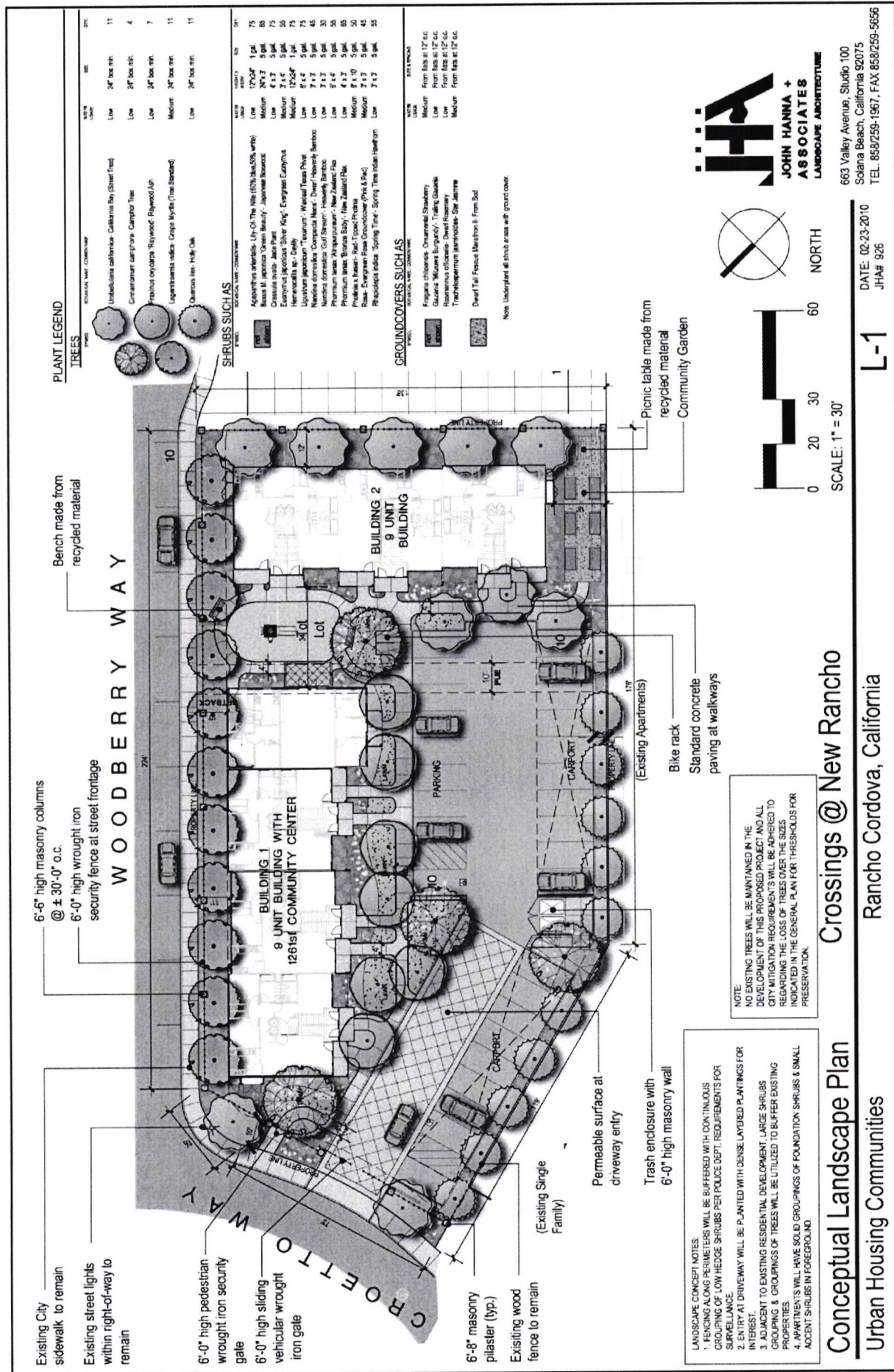
ABSENT: Konarski

ABSTAIN: NONE

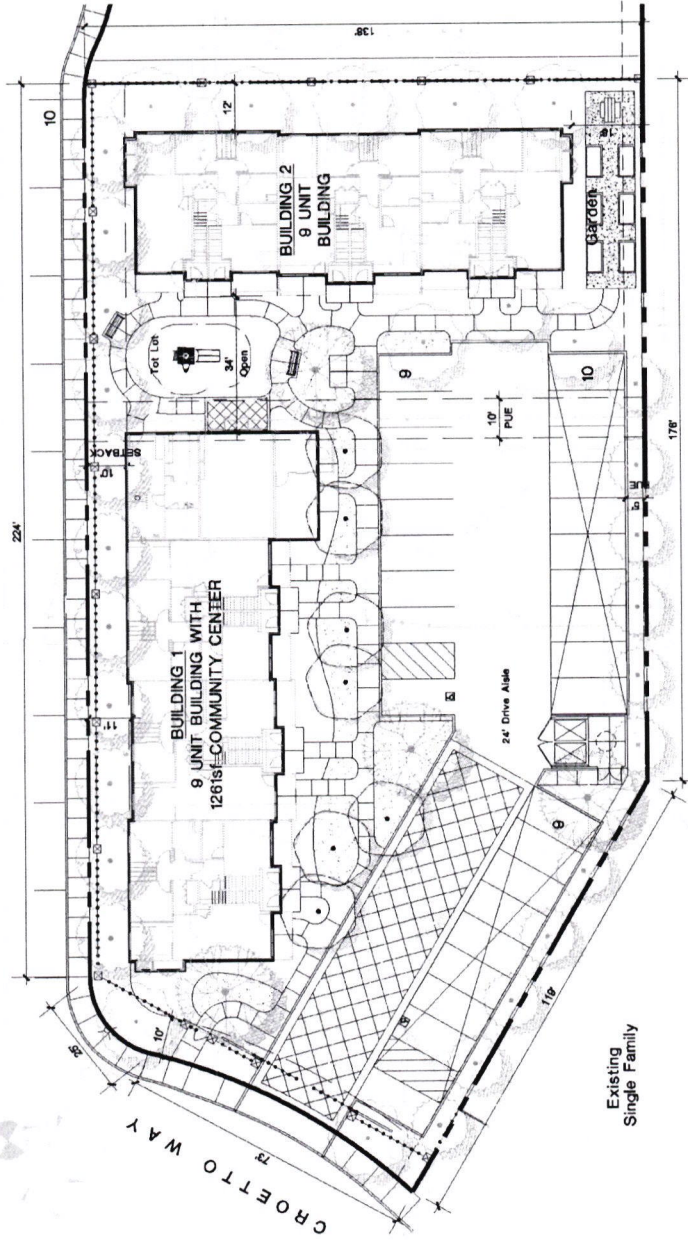
**TOM MOE
PLANNING COMMISSION CHAIR
CITY OF RANCHO CORDOVA**

ATTEST:

**OLIVIA LE BEL
PLANNING COMMISSION CLERK**



WOODBERRY WAY



Existing
Single Family

Summary:
Zone: UR-1
Site: 0.81 Acres +/-
Density: 22.2 Du/Ac
Lot Coverage: 26%

Building 1
First Floor: 5,064 sf (gross) Including Community Center
Second Floor: 3,333 sf (gross)
Third Floor: 3,440 sf (gross)
Total: 11,837 sf (gross)

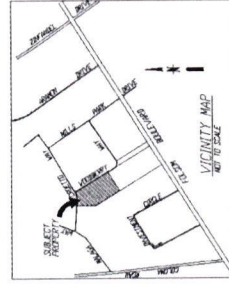
Building 2
First Floor: 3,828 sf (gross)
Second Floor: 3,333 sf (gross)
Third Floor: 3,440 sf (gross)
Total: 10,601 sf (gross)

Community Center: 1,261 sf (gross)

Unit Plan Type

(12) Plan 2 - 2 bedroom townhouse / 2.5 bath @ 1,072 sf (net),
@ 1,190 sf (net) at End Unit
(6) Plan 3 - 3 bedroom flat / 2 bath @ 1,087 sf (net)
(18) Total Units

Parking Provided - 28 spaces (1.5 spaces/unit)
(10 guest spaces on Woodberry)



SCALE: 1" = 30' - 0"



Illustrative Site Plan

Crossings @ New Rancho
Rancho Cordova, California

.....an affordable family community

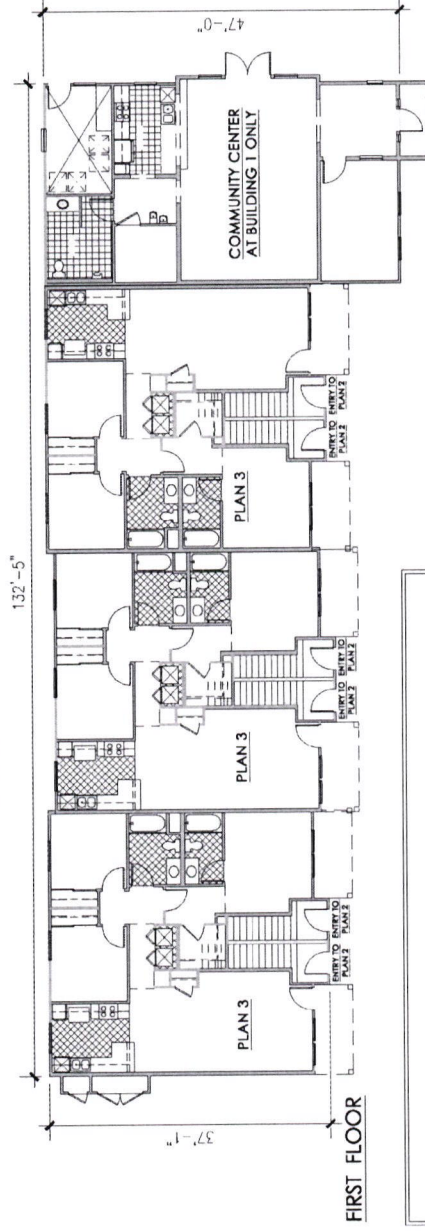
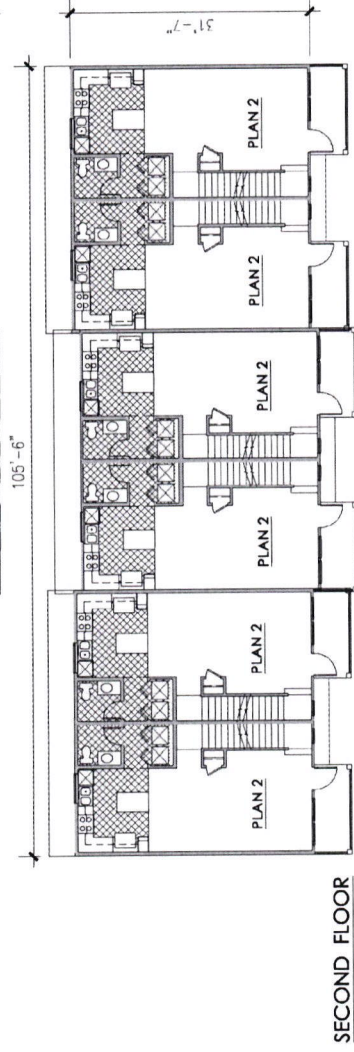
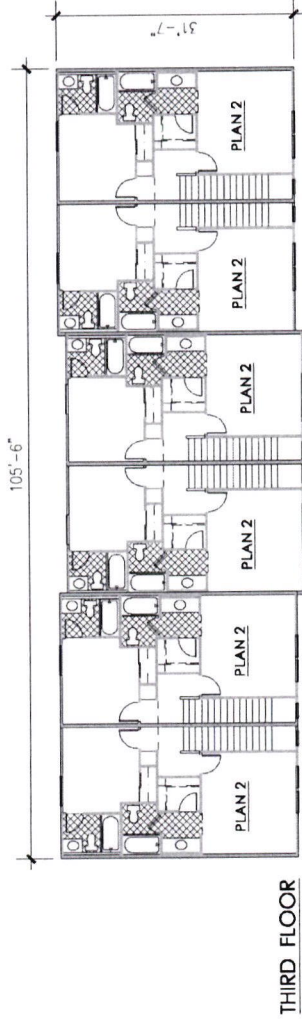


Architecture + Planning
17952 Mitchell South
Irvine, CA 92614
949.851.2133
ktgy.com

A-1

KTGY # 20090029
March 02, 2010





SCALE: 1/16" = 1'-0"



Conceptual Floor Plans

Crossings @ New Rancho
Rancho Cordova, California

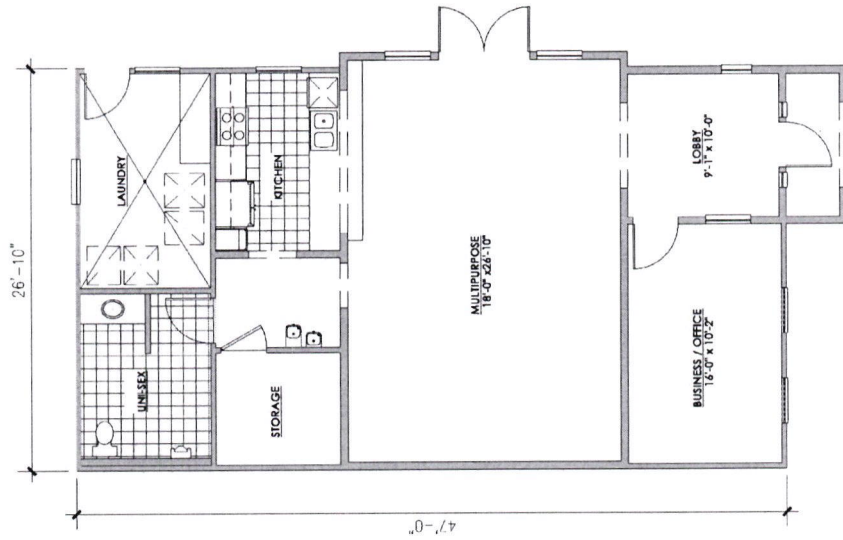
.....an affordable family community



Architecture + Planning
17952 Mitchell South
Irvine, CA 92614
949.851.2133
ktgy.com

A-2

KTGY # 20090029
February 23, 2010



COMMUNITY CENTER
AT BUILDING 1 ONLY
1,261 gross sf

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

0 4 8 16 32

Conceptual Community Center

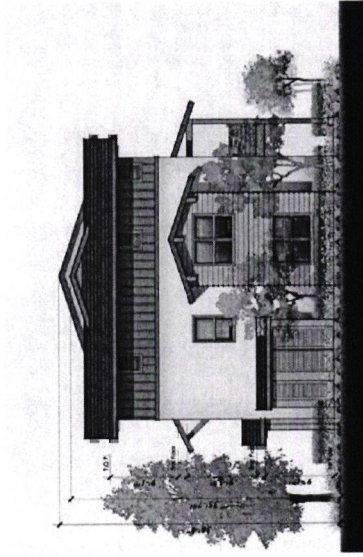
Crossings @ New Rancho
Rancho Cordova, California

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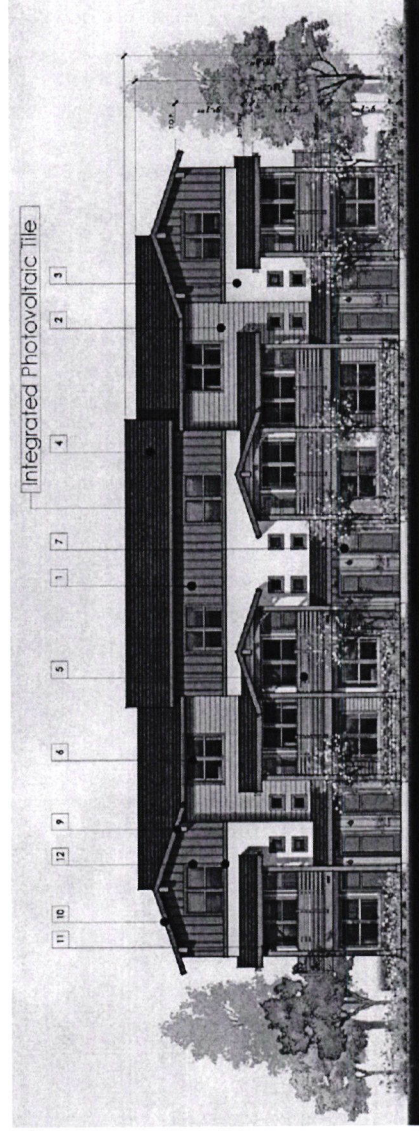
A-4
KTGY # 20090029
February 23, 2010



TYPICAL SIDE

Material Legend:

1. Fibercement Board & Batten
2. Fibercement Horizontal Siding,
3. 7-1/4" Exposure with mitered corners
4. Exterior Plaster - Light Sand Finish
5. 30yr Composition Roof,
6. 24" Eave - 4:12 Pitch
7. Composite Wood Rails
8. Vinyl Windows
9. Fiberglass Entry Doors
10. Stone Veneer at Entries and Building Base
11. Wood Outlooker @ Gable End
12. 8" Wood Fascia,
13. Gutter & Downspout painted to match
14. Wood Kicker @ Balconies
15. Fibercement Trim @ Windows and Building
16. Decorative Exterior Light Fixtures at Unit Entries



FRONT

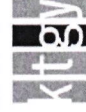
SCALE: 1/16" = 1'-0"



Conceptual Elevations - Bldg. 2

Crossings @ New Rancho
Rancho Cordova, California

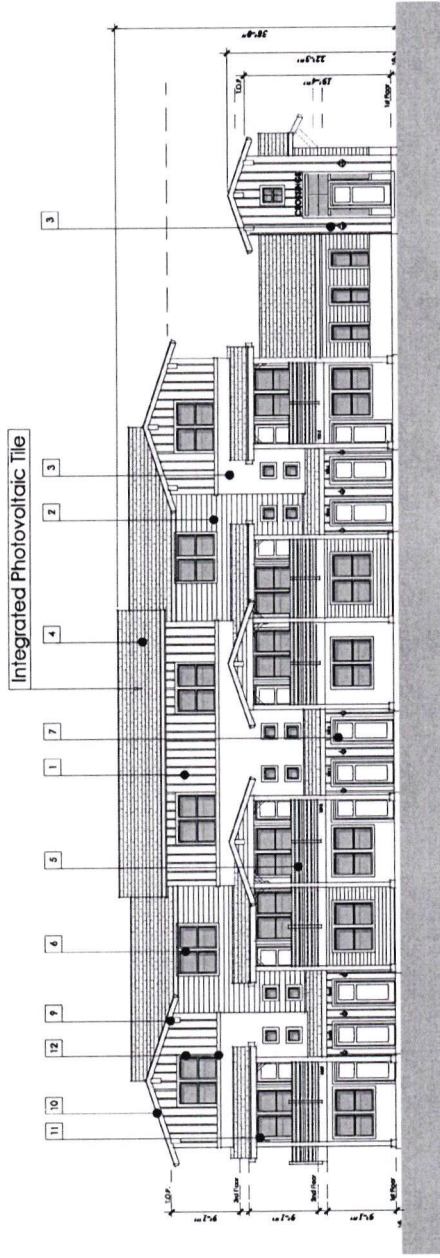
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February 23, 2010

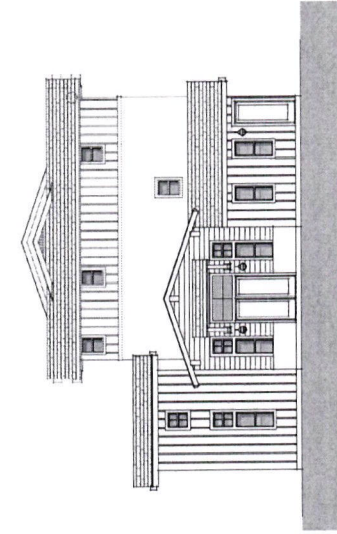




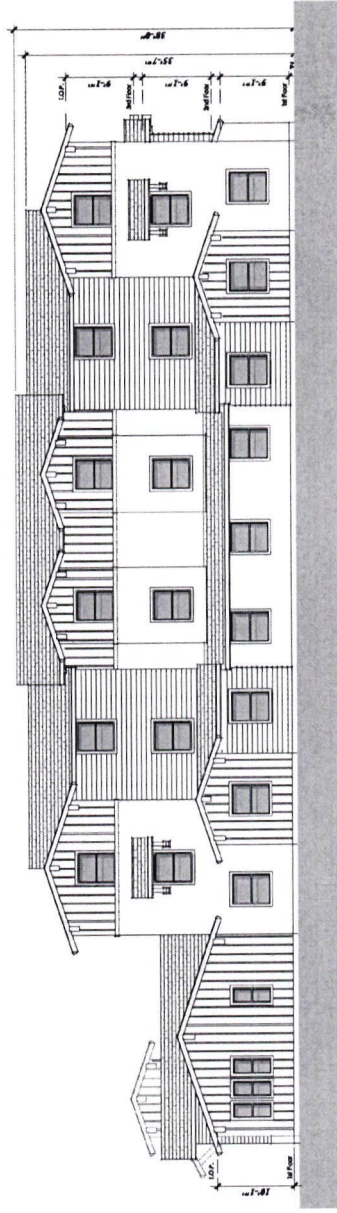
FRONT

Material Legend:

1. Fiberglass Board & Batten
2. Fiberglass Horizontal Siding
3. 7-1/4" Exposure with mitered corners
4. Exterior Plaster - Light Sand Finish
5. 30yr Composition Roof,
6. 24" Eave - 4:12 Pitch
7. Composite Wood Rails
8. Vinyl Windows
9. Fiberglass Entry Doors
10. Stone Veneer at Entries and Building Base
11. Wood Outlooker @ Gable End
12. 8" Wood Fascia,
13. Gutter & Downspout painted to match
14. Wood Kicker @ Balconies
15. Fiberglass Trim @ Windows and Building
16. Decorative Exterior Light Fixtures at Unit Entries



TYPICAL SIDE



REAR

SCALE: 1/16" = 1' - 0"



Conceptual Elevations - Bldg. 1

Crossings @ New Rancho
Rancho Cordova, California

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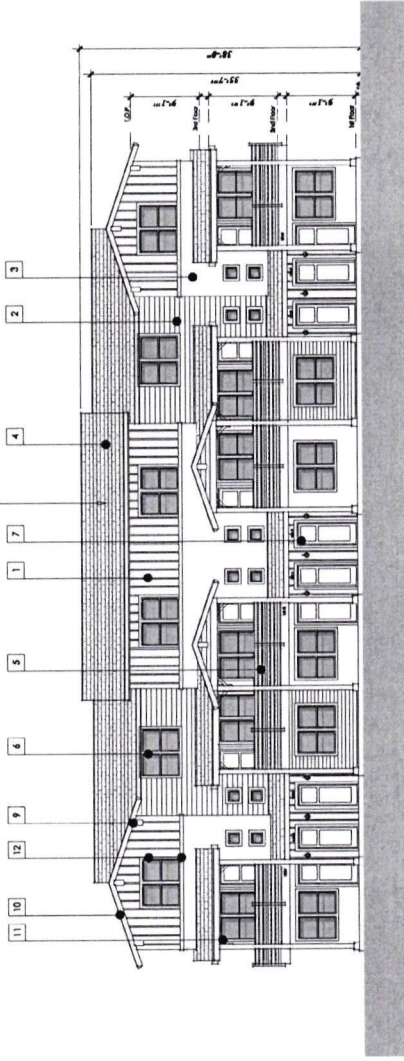
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Irvine, CA 92614
949.851.2133
ktgy.com

A-5

KTGY # 20090029
February 23, 2010

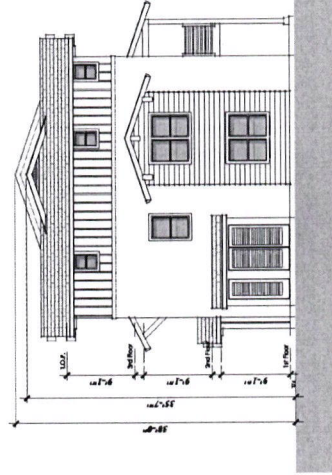


Integrated Photovoltaic Tile

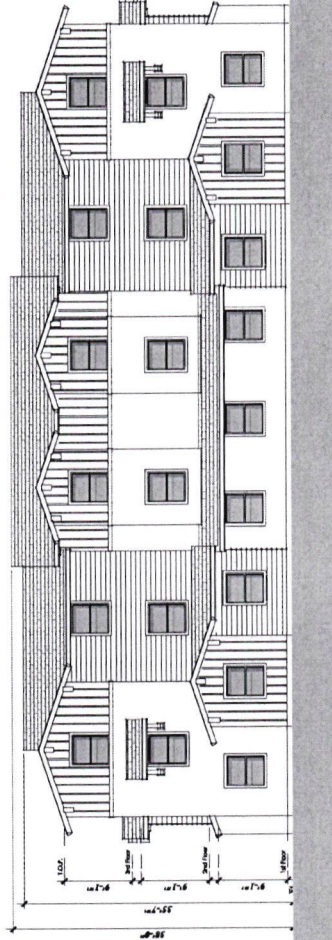


FRONT

- Material Legend:
1. Fibercement Board & Batten
 2. Fibercement Horizontal Siding,
 3. 7-1/4" Exposure with mitered corners
 4. Exterior Plaster - Light Sand Finish
 5. 30yr Composition Roof,
 6. 24" Eave - 4:12 Pitch
 7. Composite Wood Rails
 8. Vinyl Windows
 9. Fiberglass Entry Doors
 10. Stone Veneer at Entries and Building Base
 11. Wood Outlooker @ Gable End
 12. 8" Wood Fascia,
 13. Gutter & Downspout painted to match
 14. Wood Kicker @ Balconies
 15. Fibercement Trim @ Windows and Building
 16. Decorative Exterior Light Fixtures at Unit Entries



TYPICAL SIDE



REAR

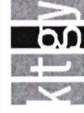
SCALE: 1/16" = 1'-0"



Conceptual Elevations - Bldg. 2

Crossings @ New Rancho
Rancho Cordova, California

.....an affordable family community



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949.851.2133
ktgy.com

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KTGY # 20090029
February 23, 2010

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification/ (date and signature)</u>
1.	The project shall be constructed in substantial compliance with the approved Design Review Package (Exhibit A) for the three story 18 unit family housing project, located on Woodberry Way, north of Folsom Blvd. This Design Review approval applies to the following APN's: 057-0221-015, 016, 017 and portion of 004.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	This Design Review shall become effective (10) days after approval by the Planning Commission. In the event of an appeal, this permit shall be withheld pending the outcome of the appeal process and/or any legal action.	10 Days After Approval	Planning	
4.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	On-Going	Finance	
5.	Applicant shall be responsible for all damage to City streets	On-Going	Public Works	

Conditions of Approval

	associated with construction of the project and shall repair any damage as soon as possible.			
	Prior to Issuance of Improvement Plans			
6.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to Approval of Improvement Plans	Public Works	
7.	Enter into a frontage agreement and bond for construction of public improvements to the satisfaction of the Public Works Department.	Prior to Approval of Improvement Plans	Public Works	
	Prior to Issuance of Building Permits			
8.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan. • All property frontage on Woodberry Way and Croetto Way, including but not limited to, sidewalk, driveways, curb & gutter, etc. shall be removed and replaced to meet current ADA requirements and City Standards. The current improvements do not meet ADA guidelines. • Location of all utility laterals to the site. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department.	Prior to Issuance of Building Permits	Public Works	
9.	The project shall receive approval of a 20 % density bonus increase from the City Council, according to the Zoning Code provisions specified in Section 24.710.030.	Prior to Issuance of Building Permits	Planning	

Conditions of Approval

10.	The buildings shall be reviewed for architectural consistency with the approved plans by the Planning Director or his designee.	Prior to Issuance of Building Permits	Planning	
11.	Submit final site landscaping plan for review and approval by the Planning Director.	Prior to Issuance of Building Permits	Planning	
	Prior to Final Inspection and Utility Release			
12.	The building and landscaping shall be inspected, prior to requesting final inspection from the Building Department.	Prior to Final Inspection	Planning	
13.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Inspection	Planning	
14.	Obtain appropriate permit from Public Works and provide adequate drain facilities into the established flood control system, in accordance with the Sacramento County Improvement Standards.	Prior to Final Inspection	Water Resources	
15.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD format, shall be submitted and approved by the Public works Department.	Prior to Final Building Inspection	Public Works	

MEMORANDUM



DATE: March 23, 2010

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Manager
William Campbell, Principal Planner

**SUBJECT: CROSSINGS @ NEW RANCHO – PROJECT NO. DD6835
DENSITY BONUS**

PROJECT:	Crossings @ New Rancho and adjacent parcels – Density Bonus
FILE:	DD6835
LOCATION:	2700 Woodberry and 10447 Folsom Boulevard
APN:	057-0221-015, 016, 017 and portion of 004; and 057-0221-0100

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 15-2010 approving a Density Bonus for the Crossings @ New Rancho and the adjacent parcel (phase 2) fronting Folsom Boulevard.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will apply the 20% density bonus to APNs 057-0221-015, 016, 017, and a portion of 004 allowing the construction of 18 family units in a first phase and apply the 20% density bonus to APN 057-0221-0100 allowing the construction of a 48 unit senior housing facility in a second phase.

BACKGROUND

The City and Redevelopment Agency assisted its developer partner, Urban Housing Communities (UHC), to acquire the subject properties in order to clear the old, deteriorated and foreclosed housing units. UHC of Santa Ana was successful in presenting a suitable project, and the developer and the Agency are about to enter into an Owner Participation Agreement to fully improve the 6 parcel redevelopment, with the Crossings @ New Rancho being the first phase of that agreement. The Crossings @ New Rancho will supply housing for 18 families and ultimately be totally financed through Federal Stimulus and Tax Credit monies. The second phase will provide housing for 48 senior households that will be sponsored by both the City and Redevelopment Agency with additional Federal and State grant funding.

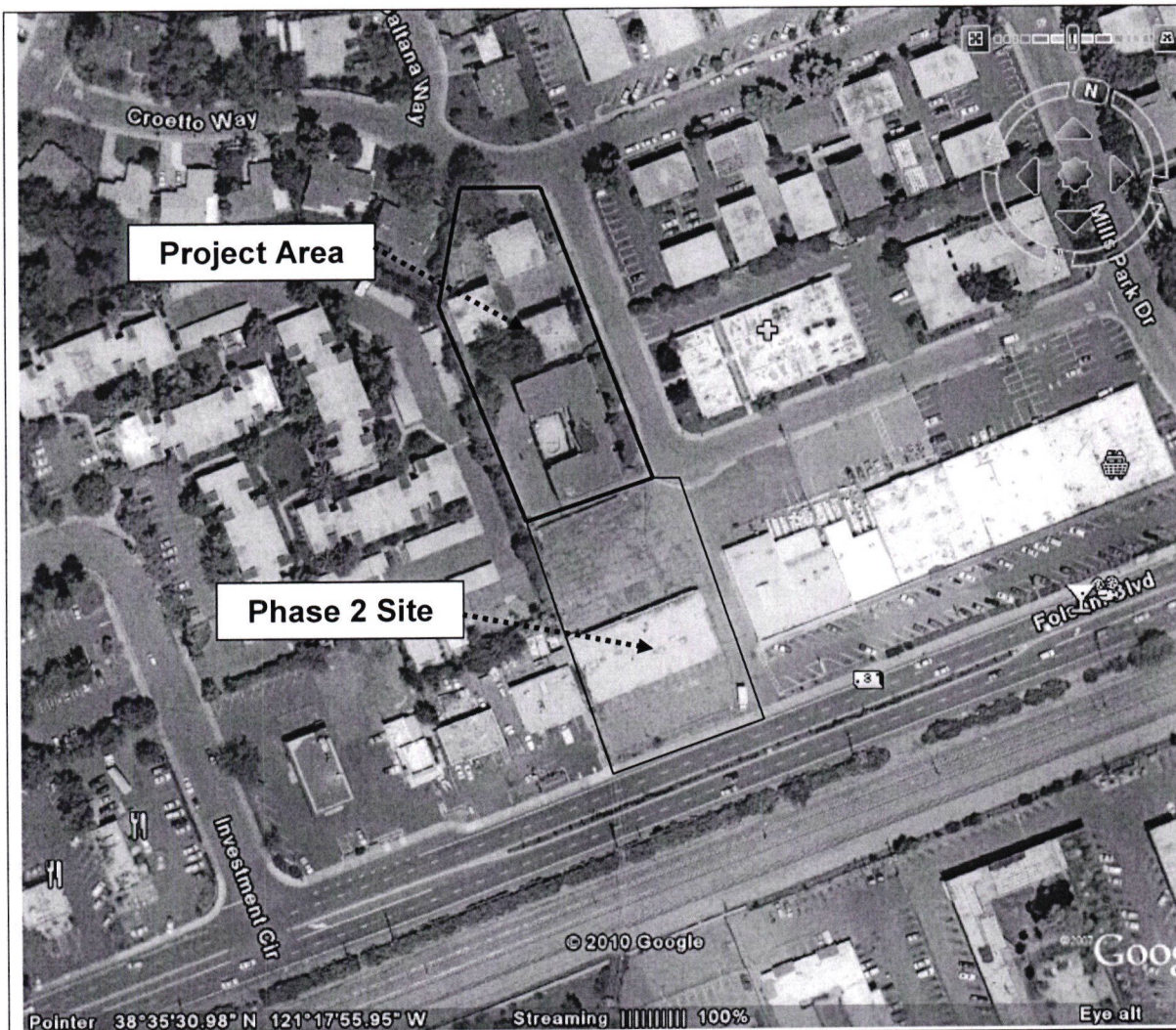


Figure 1- Location Map

Density Bonus

The proposed 18 unit project is located on .81 acres, which equates to a 22.2 Du/Ac density, which is over the maximum 18 Du/Ac allowed density in the UR1 District. With the approval of a 20% density bonus by the City Council, the project would be consistent with the Zoning Code development standards on permitted density in the UR1 District.

The Phase 2 site has not gone through design review, but it is currently proposed as a 48 unit senior housing development, which would also require a density bonus to construct in the UR-2 District, which has a density maximum of 40 du per acre.

According to Section 23.710.050, a 20% density bonus factor may be applied to these projects to increase the total number of units. Both projects will meet the eligibility requirements of 23.710.030 (see attachment 2), the Crossing @ New Rancho project meets eligibility requirement "A" and the second phase senior project meets eligibility requirement "D". Both projects would be required to enter into a bonus density agreement for the additional units.

The Planning Commission approved the design review for the Crossings @ New Rancho project on March 11, 2010, and as part of their deliberations the Commission also considered the density bonus request for both projects. Although the Commission did not have the benefit of the site plan and building elevations, the Housing Services Manager and the project architect provided enough detail of the configuration of the proposed senior housing project that the Commission could support a recommendation to the Council for both projects; additionally, the recommendation would assist the Housing Services Manager efforts with the projects. The senior housing project will require design review approval, but the advanced approval of the density bonus will greatly promote the design efforts.

Condition of Approval

As required by Section 23.710.080 of the City's Zoning Code, the City and the developer shall enter into a density bonus agreement that ensure that the provisions of Chapter 23.710 are met. The form and content of the density bonus agreement shall be determined by the City, and will be required prior to the issuance of building permits.

CONCLUSION

The approval of a Density Bonus for this project will allow the Developer to submit for funding and to receive tax credits for the development. This project will also contribute to the stated goals and policies of the Housing Element in meeting the targeted objectives towards providing housing for all economic groups and satisfy certain Redevelopment Agency requirements for the timely replacement of substandard housing demolished within the Redevelopment area.

RECOMMENDED MOTION

The City Council determines the project is Categorically Exempt as specified in the California Environmental Quality Act Guidelines and adopts Resolution No. 15-2010 approving a 20% Density Bonus for 057-0221-015, 016, 017 and portion of 004; and 057-0221-0100, subject to the provisions of 23.710.010 of the Zoning Code.

ATTACHMENTS

1. Resolution No. 15-2010.
2. Planning Commission staff report for the Crossings @ New Rancho dated March 11, 2010, with Section 23.710.030 of the Zoning Code (Attachment 2).
3. 500' radius map and mailing labels used for Public Hearing Notices

RESOLUTION NO. 15-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A 20% DENSITY BONUS FOR A 18 UNIT PROJECT "CROSSINGS @ NEW
RANCHO" PROJECT # DD6835, AND A PROPOSED 48 UNIT SENIOR HOUSING
PROJECT, LOCATED WITHIN THE FOLSOM BOULEVARD SPECIFIC PLAN**

WHEREAS, Urban Housing Communities 00516 Rancho Cordova, L.P. (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for approval of a 20% Density Bonus to APNs 057-0221-015, 016, 017, and a portion of 004 allowing the construction of 18 family units in a first phase and apply the 20% density bonus to APN 057-0221-0100 allowing the construction of a 48 unit senior housing facility in a second phase, in the Folsom Boulevard Specific Plan (FBSP), located at 2700 Woodberry Way and 10447 Folsom Boulevard; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, on March 23, 2010, the City Council considered the project requests pursuant to Section 23.710.050 of the City of Rancho Cordova Zoning Code, and all other applicable state and local regulations; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a property noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA THAT THE COUNCIL:

Approves the 20% Density Bonus request for the Crossings @ New Rancho and the second phase senior housing project, subject to the following findings and supporting evidence:

1. California Environmental Quality Act

The project has been reviewed and is in accordance with the Guidelines of the California Environmental Quality Act. Evidence: Categorically Exempt under Section 15332, In-Fill Development, of the California Environmental Quality Act Guidelines. A full Environmental Assessment has been conducted and fulfills NEPA requirements and has been approved by both the Department of Housing and Urban Development and the California Department of Housing and Community Development.

2. 20% Density Bonus

The City Council determines that both projects meet the eligibility requirements of Zoning Code Section 23.710.030; and accordingly, the City Council finds that both projects provide affordable housing opportunities for low income families and seniors, according to Section 23.710.080(B1) and the increased density above the density limit established in the Zoning Code would hinder the projects ability to support an onsite manager, reduce long term maintenance and service levels. Lastly, without the density bonus the financial feasibility of both projects would be questionable.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ken Cooley, Mayor

ATTEST:

Mindy Cuppy, City Clerk

MEMORANDUM



DATE: March 11, 2010

TO: Planning Commission Members

FROM: William Campbell, Principal Planner

SUBJECT: **CROSSINGS AT NEW RANCHO – PROJECT NO. DD6835
DESIGN REVIEW**

PROPERTY OWNER & APPLICANT: UHC 00516 Rancho Cordova, L.P. 2000 E Fourth Street#205 Santa Ana, Ca 92705	ARCHITECT: ktgy Architecture+Planning 17992 Mitchell South Irvine, Ca 92614
PROJECT: Crossings at New Rancho – Design Review FILE: DD6835 LOCATION: 2700 Woodberry APN: 057-0221-015, 016, 017 and portion of 004 PLANNER: William Campbell, Principal Planner	

REQUEST

The applicant is requesting design review approval for a three story, 18 unit family housing project. Urban Housing Communities (UHC) of Santa Ana, the City Housing Department and the City's Redevelopment Agency are working in cooperation to move this project.

STAFF RECOMMENDATION

Staff recommends the Planning Commission determines the project is Categorically Exempt under Section 15332, In-Fill Development of the California Environmental Quality Act Guidelines and adopts Resolution 146-2010 approving the design package for the Crossings at New Rancho, subject to the Conditions of Approval.

ANALYSIS

The City and Redevelopment Agency assisted its developer partner, UHC, to acquire the subject properties in order to clear the old, deteriorated and foreclosed housing units. Urban Housing Communities of Santa Ana were successful in presenting a suitable project, and the developer and the Agency are about to enter into a Owner Participation Agreement to fully improve the 6 parcel redevelopment, with the Crossings being the first phase of that agreement. The Crossings will supply housing for 18 families and ultimately will be totally financed through Federal Stimulus and Tax Credit monies. The second phase will provide housing for 47 Senior households that will be sponsored by

both the Redevelopment Agency and the City with additional Federal and State grant funding.



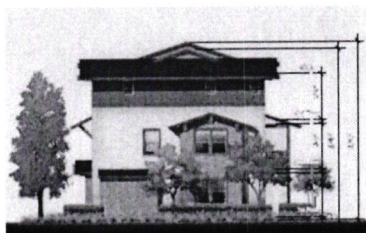
Figure 1- Location Map

The project has been designed to meet the guidelines adopted by the City for all new projects in the Folsom Boulevard Specific Plan area. The units are designed in modules of three units, a ground floor unit, with two, two story units over the ground floor. The merits of the design are addressed in the finding and evidence section of the accompanying resolution. Staff believes the design will provide an attractive new concept for the area that can be used as a template for other new developments. Additionally, the second phase of the project will promote housing opportunities for Seniors with a comparable design. The project design will incorporate energy saving features in order to qualify as a U.S. Green Building LEED certified project and the project will provide solar photovoltaic array to offset the energy needs of the units and the common area. The panels are proposed to be installed on the roof of the parking covers.

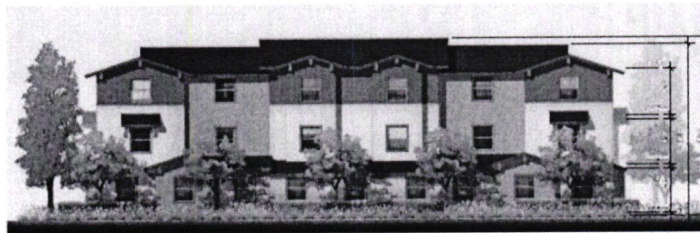
The project is providing a total of 29 onsite parking spaces that provides approximately 1.5 parking spaces per unit. According to the Zoning Code, the parking may be reduced for projects like this, due to their affordability and close proximity to transit. 20 of the 29

[illegible]

FRONT



TYPICAL SIDE



READ

Crossings at New Rancho
Design Review

Density Bonus

The proposed 18 unit project is located on .81 acres, which equates to a 22.2 Du/Ac density that is over the allowed density in the UR1 District. According to Section 23.710.050, a 20% density bonus factor may be applied to this project to increase the total number of units due to its affordable nature; subject to the eligibility provisions of 23.710.030 (see attachment 2). With the approval of a 20% density bonus by the City Council, the project would be consistent with the Zoning Code development standards on permitted density in the UR1 District. The Planning Commission will need to recommend approval of the density bonus to the City Council as a subsequent action to the approval of the design review.

CONCLUSION

The approval of this project will allow the Developer to submit for funding and to receive tax credits for the development. This project will also contribute to the stated goals and policies of the Housing Element in meeting the targeted objectives towards providing housing for all economic groups and satisfy certain Redevelopment Agency requirements for the timely replacement of substandard housing demolished within the Redevelopment area. .

ENVIRONMENTAL ANALYSIS

Categorically Exempt under Section 15332, In-Fill Development, of the California Environmental Quality Act Guidelines. A full Environmental Assessment has been conducted and fulfills NEPA requirements and has been approved by both the Department of Housing and Urban Development and the California Department of Housing and Community Development.

FINANCIAL IMPLICATIONS TO CITY

There are no significant cost implications to the City for this development.

RECOMMENDED MOTION

"Move the Planning Commission determine find the project is Categorically Exempt as specified in the California Environmental Quality Act Guidelines and adopts Resolution 146-2010 approving the design of the 18 unit housing as submitted, subject to the design package Exhibit A and the Conditions of Approval Exhibit B"

ATTACHMENTS

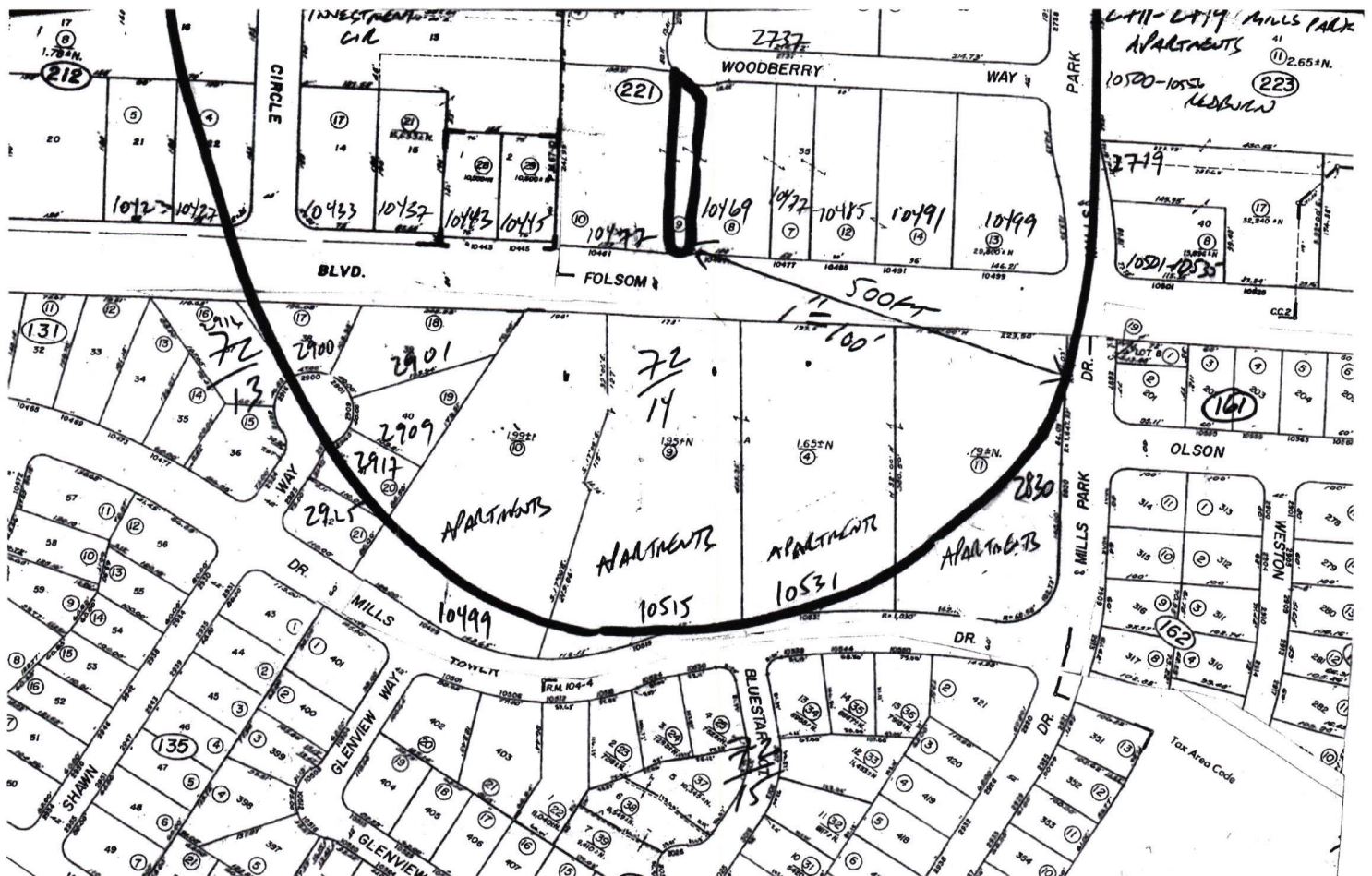
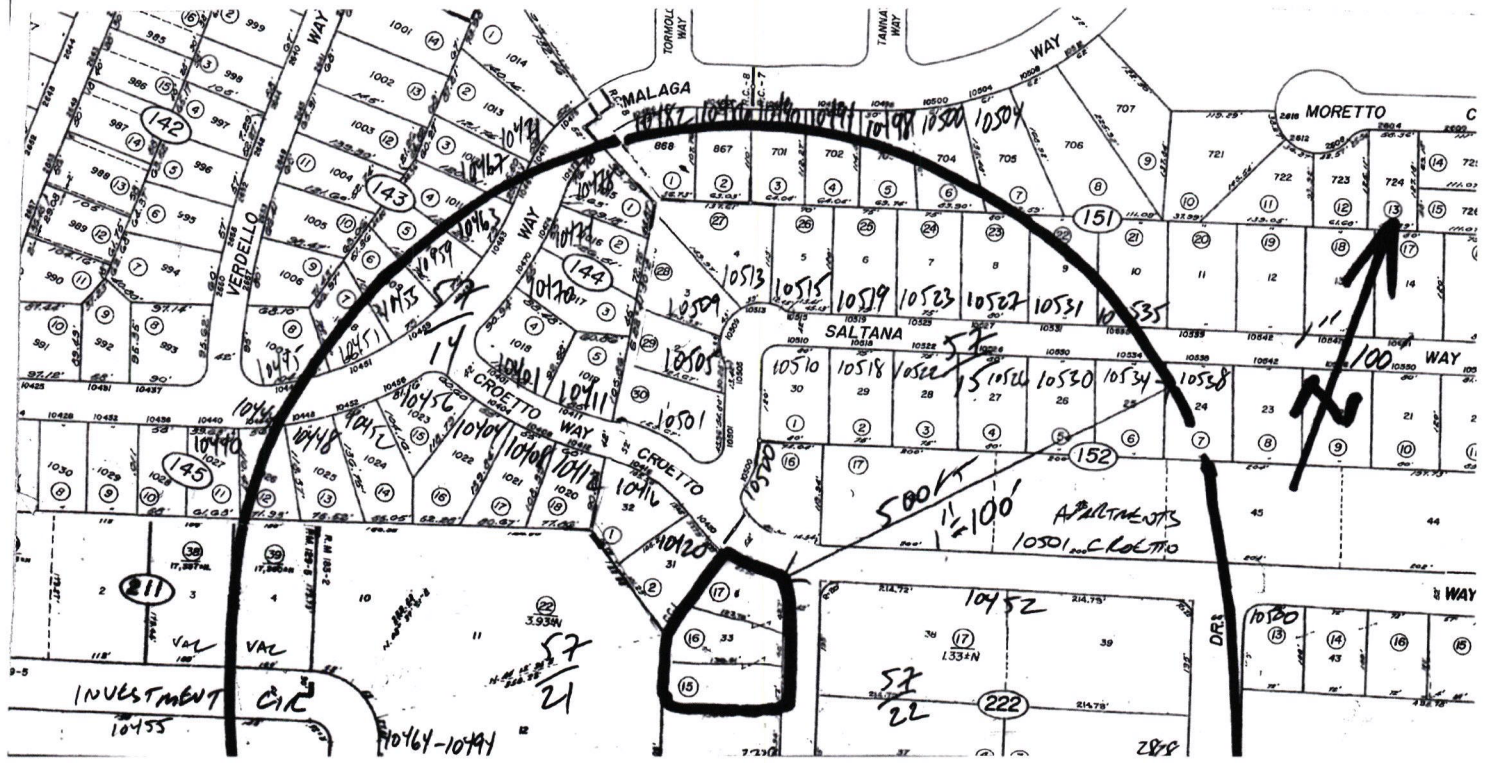
1. Resolution 146-2010, including Design Package (Exhibit A) and Conditions of Approval (Exhibit B)
2. Section 23.710.030 of the Zoning Code
3. 500' radius map and mailing labels used for Public Hearing Notices

RANCHO CORDOVA MUNICIPAL CODE, TITLE 23 - ZONING CODE**Article 7 – Site Planning and Development Standards****23.710.030 Eligibility for Incentives and Bonuses**

The City of Rancho Cordova shall grant one density bonus, with concessions or incentives, as specified in Section 23.710.050 (Number and Types of Incentives and Bonuses Allowed), or provide other incentives or concessions of equivalent financial value based upon the land cost per dwelling unit, when the applicant for the housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this Chapter, that will contain at least one of the following:

- A. Ten percent of the total units of a housing development for lower income households;
- B. Five percent of the total units of a housing development for very low income households;
- C. Housing for special needs populations;
- D. A senior citizen housing development; or
- E. Ten percent of the total dwelling units in a common interest development as defined in Section 1351 of the California Civil Code for persons and families of moderate income, provided that all units in the development are offered to the public for purchase.

ATTACHMENT 3



Easy Peel® Labels
Use Avery® Template 5160®

Feed Paper

Bend along line to
expose Pop-Up Edge™

ATTACHMENT 3
AVERY® 6241™

057-0221-009,015-017
UHC 00516 RANCHO CORDOVA L P
2000 E FOURTH ST #205
SANTA ANA CA 92705

057-0143-002-0000
GUY ALAN HOLMAN
10471 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0143-003-0000
JOY LOVINGER
68 SUNRISE MOUNTAIN RD
CAZADERO CA 95421

057-0143-003-0000
OCCUPANT
10467 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0143-004-0000
LEWIS FAMILY TRUST
10463 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0143-005-0000
STACY TANG
10459 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0143-006-0000
JOAN ANNE FINAN
10455 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0143-007-0000
THOMAS DUKE & ALICIA R
FAWCETT
422 COLIN KELLY DR
ROSEVILLE CA 95747

057-0143-007-0000
OCCUPANT
10451 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0143-008-0000
WILLIAM R GUNTON
10445 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0144-001-0000
MORRISON & SHALLON ELLIOTT
10478 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0144-002-0000
DEBORAH A JERNIGAN
10474 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0144-003-0000
GREGORY G SMITH
10470 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0144-004-0000
MICHAEL T GERVAIS
10401 CROETTO WAY
RANCHO CORDOVA CA 95670

057-0144-005-0000
JUDITH E GRIGGS
8151 HAZEL AVE
ORANGEVALE CA 95662

057-0144-005-0000
OCCUPANT
10411 CROETTO WAY
RANCHO CORDOVA CA 95670

057-0145-011-0000
TRACY & DAVIN JELICH
10440 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0145-012-0000
ELENA M BECKER
10444 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0145-013-0000
JUDY M MCCLURE
10448 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0145-014-0000
MATTHEW S SAXBURY
10452 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0145-015-0000
MICHAEL J & PAMELA J BRITTON
10456 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0145-016-0000
LEAH & MICHAEL ESCHRICH
10404 CROETTO WAY
RANCHO CORDOVA CA 95670

057-0145-017-0000
ALVIN & RYOKO BOWDEN
10408 CROETTO WAY
RANCHO CORDOVA CA 95670

057-0145-018-0000
CHAVEZ J ALBERTO
10412 CROETTO WAY
RANCHO CORDOVA CA 95670

057-0151-001-0000
ASHLEY L FRANKLIN
10482 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0151-002-0000
ANTHONY E & CATHLEEN J FUNK
10486 MALAGA WAY
GOLD RIVER CA 95670

057-0151-003-0000
WILLIAM E & LORA L PLEAKE
10490 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0151-004-0000
KAREN A WOLOSZ REVOCABLE
TRUST
10494 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0151-005-0000
PAUL & LISA MACCLANAHAN
10498 MALAGA WAY
GOLD RIVER CA 95670

057-0151-006-0000
CECILIA S QUINN
9569 N CRESTONE DR
TUCSON AZ 85742

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057-0151-006-0000
OCCUPANT
10500 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0151-007-0000
CURTIS L & ELIZABETH M NIEMEYER
10504 MALAGA WAY
RANCHO CORDOVA CA 95670

057-0151-021-0000
RODOLFO DANIEL JIMENEZ
10535 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-022-0000
GEORGE HENRY MOSS III
REVOCABLE LIVING TRUST
PO BOX 690827
SAN ANTONIO TX 78269

057-0151-022-0000
OCCUPANT
10531 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-023-0000
CHRISTOPHER S MALYSIAK
10527 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-024-0000
GERALD J & MASAE CORBETT
REVOCABLE LIVING TRUST
10523 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-025-0000
CHARLES T & BARBARA R KERR
10519 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-026-0000
STEPHEN F LOREE
10515 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-027-0000
DENNIS N VANCE REVOCABLE
LIVING TRUST
10513 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-028-0000
NEAL A POLK
10509 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-029-0000
JOSE F R ORTA
5815 WATT AVE
NORTH HIGHLAND CA 95660

057-0151-029-0000
OCCUPANT
10505 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0151-030-0000
YELENA OLEFIR
10501 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0152-001-0000
KAREN L PHILLIPS
10510 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0152-002-0000
DLD TRUST
10518 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0152-003-0000
SIGL LIVING TRUST
10522 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0152-004-0000
ALENA NALBANDYAN
10526 SALTANA WAY
GOLD RIVER CA 95670

057-0152-005-0000
ARAMIS & MARIETTA DALLAKYAN
10530 SALTANA WAY
GOLD RIVER CA 95670

057-0152-006-0000
GENERA & SLAVIK NALBANDYAN
10534 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0152-007-0000
DIXIE C HALL
10538 SALTANA WAY
RANCHO CORDOVA CA 95670

057-0152-016-0000
HOOSHANG MEHRSHAHI
100 VINICOLA CT
EL DORADO HILL CA 95762

057-0152-016-0000
OCCUPANT
10500 SALTANA WAY #A
RANCHO CORDOVA CA 95670

057-0152-016-0000
OCCUPANT
10500 SALTANA WAY #B
RANCHO CORDOVA CA 95670

057-0152-016-0000
OCCUPANT
10500 SALTANA WAY #C
RANCHO CORDOVA CA 95670

057-0152-016-0000
OCCUPANT
10500 SALTANA WAY #D
RANCHO CORDOVA CA 95670

057-0152-017-0000
RAVI N & MANITA SANWAL LIVING
TRUST
3105 HOPKINS PL
EL DORADO HILL CA 95762

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #3
RANCHO CORDOVA CA 95670

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OCCUPANT
10501 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #7
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #10
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #13
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #16
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #19
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #22
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #25
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #28
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #31
RANCHO CORDOVA CA 95670

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expose Pop-Up Edge™

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #5
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #8
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #11
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #14
RANCHO CORDOVA CA 95670

057-0152-017-0000
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RANCHO CORDOVA CA 95670

057-0152-017-0000
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057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #23
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #26
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #29
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #32
RANCHO CORDOVA CA 95670

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057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #6
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #9
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #12
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
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RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
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RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #21
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057-0152-017-0000
OCCUPANT
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RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
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RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #30
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #33
RANCHO CORDOVA CA 95670

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057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #34
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #37
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #40
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #43
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #46
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057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #49
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OCCUPANT
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10501 CROETTO WAY #58
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #61
RANCHO CORDOVA CA 95670

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057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #35
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #38
RANCHO CORDOVA CA 95670

057-0152-017-0000
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RANCHO CORDOVA CA 95670

057-0152-017-0000
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RANCHO CORDOVA CA 95670

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OCCUPANT
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OCCUPANT
10501 CROETTO WAY #59
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #62
RANCHO CORDOVA CA 95670

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057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #36
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #39
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
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057-0152-017-0000
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057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #60
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #63
RANCHO CORDOVA CA 95670

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OCCUPANT
10501 CROETTO WAY #64
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #65
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
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RANCHO CORDOVA CA 95670

057-0152-017-0000
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OCCUPANT
10501 CROETTO WAY #74
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #75
RANCHO CORDOVA CA 95670

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10501 CROETTO WAY #76
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057-0152-017-0000
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057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #78
RANCHO CORDOVA CA 95670

057-0152-017-0000
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10501 CROETTO WAY #79
RANCHO CORDOVA CA 95670

057-0152-017-0000
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10501 CROETTO WAY #80
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #81
RANCHO CORDOVA CA 95670

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OCCUPANT
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RANCHO CORDOVA CA 95670

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OCCUPANT
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RANCHO CORDOVA CA 95670

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OCCUPANT
10501 CROETTO WAY #87
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #88
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #89
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #90
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #91
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #92
RANCHO CORDOVA CA 95670

057-0152-017-0000
OCCUPANT
10501 CROETTO WAY #93
RANCHO CORDOVA CA 95670

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057-0211-017-0000
VEDANTA SOCIETY OF NORTHERN
CALIFORNIA
2323 VALLEJO ST
SAN FRANCISCO CA 94123

057-0211-017-0000
OCCUPANT
10433 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0211-021-0000
PROGRAM OK
6432 SILVER HAWK WAY
ELK GROVE CA 95758

057-0211-021-0000
OCCUPANT
10437 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0211-022-0000
THE ARBORS OF RANCHO CORDOVA
LLC
39270 PASEO PADRE PKWY #300
FREMONT CA 94538

057-0211-022-0000
OCCUPANT
10468 INVESTMENT CIR #1
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10468 INVESTMENT CIR #2
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10468 INVESTMENT CIR #3
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10468 INVESTMENT CIR #4
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057-0211-022-0000
OCCUPANT
10468 INVESTMENT CIR #5
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057-0211-022-0000
OCCUPANT
10468 INVESTMENT CIR #6
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10468 INVESTMENT CIR #7
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10468 INVESTMENT CIR #8
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10480 INVESTMENT CIR #49
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10480 INVESTMENT CIR #50
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10480 INVESTMENT CIR #51
RANCHO CORDOVA CA 95670

057-0211-022-0000
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10480 INVESTMENT CIR #52
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057-0211-022-0000
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10480 INVESTMENT CIR #53
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057-0211-022-0000
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10480 INVESTMENT CIR #55
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057-0211-022-0000
OCCUPANT
10480 INVESTMENT CIR #56
RANCHO CORDOVA CA 95670

057-0211-022-0000
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10484 INVESTMENT CIR #41
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10484 INVESTMENT CIR #42
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057-0211-022-0000
OCCUPANT
10484 INVESTMENT CIR #43
RANCHO CORDOVA CA 95670

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OCCUPANT
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RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10484 INVESTMENT CIR #45
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10484 INVESTMENT CIR #46
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10484 INVESTMENT CIR #47
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10484 INVESTMENT CIR #48
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10460 INVESTMENT CIR #73
RANCHO CORDOVA CA 95670

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OCCUPANT
10460 INVESTMENT CIR #74
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10460 INVESTMENT CIR #75
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10460 INVESTMENT CIR #76
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10460 INVESTMENT CIR #77
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10460 INVESTMENT CIR #78
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057-0211-022-0000
OCCUPANT
10460 INVESTMENT CIR #80
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10464 INVESTMENT CIR #65
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10464 INVESTMENT CIR #66
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10464 INVESTMENT CIR #67
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057-0211-022-0000
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10464 INVESTMENT CIR #68
RANCHO CORDOVA CA 95670

057-0211-022-0000
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10464 INVESTMENT CIR #69
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057-0211-022-0000
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10464 INVESTMENT CIR #70
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057-0211-022-0000
OCCUPANT
10464 INVESTMENT CIR #71
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057-0211-022-0000
OCCUPANT
10464 INVESTMENT CIR #72
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10476 INVESTMENT CIR #57
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10476 INVESTMENT CIR #58
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057-0211-022-0000
OCCUPANT
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057-0211-022-0000
OCCUPANT
10476 INVESTMENT CIR #61
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10476 INVESTMENT CIR #62
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10476 INVESTMENT CIR #63
RANCHO CORDOVA CA 95670

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OCCUPANT
10476 INVESTMENT CIR #64
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057-0211-022-0000
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RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10472 INVESTMENT CIR #15
RANCHO CORDOVA CA 95670

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057-0211-022-0000
OCCUPANT
10472 INVESTMENT CIR #16
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10494 INVESTMENT CIR #25
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10494 INVESTMENT CIR #26
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10494 INVESTMENT CIR #27
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10494 INVESTMENT CIR #28
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10494 INVESTMENT CIR #29
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10494 INVESTMENT CIR #30
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10494 INVESTMENT CIR #31
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10494 INVESTMENT CIR #32
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10488 INVESTMENT CIR #33
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10488 INVESTMENT CIR #34
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10488 INVESTMENT CIR #35
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10488 INVESTMENT CIR #36
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10488 INVESTMENT CIR #37
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10488 INVESTMENT CIR #38
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10488 INVESTMENT CIR #39
RANCHO CORDOVA CA 95670

057-0211-022-0000
OCCUPANT
10488 INVESTMENT CIR #40
RANCHO CORDOVA CA 95670

057-0211-028-0000
GLORIA CONTRERAS
7567 PINON WAY
SACRAMENTO CA 95823

057-0211-028-0000
OCCUPANT
10443 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0211-029-0000
THOMAS & LIN-LI NG
801 FRANKLIN ST #425
OAKLAND CA 94607

057-0211-029-0000
OCCUPANT
10445 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0211-029-0000
OCCUPANT
10445 FOLSOM BLVD #B
RANCHO CORDOVA CA 95670

057-0211-038-0000
AKOP ATOYAN
PO BOX 1496
RANCHO CORDOVA CA 95741

057-0211-039-0000
CHRISTOPHER J ANTHONY
REVOCABLE LIVING TRST
2377 COOLIDGE WAY
RANCHO CORDOVA CA 95670

057-0212-004-0000
FRANKLIN E FERNANDEZ FAMILY
TRUST
1129 BRUSSELS ST
SAN FRANCISCO CA 94134

057-0212-004-0000
OCCUPANT
10427 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0212-005-0000
WEBER HOMES INC
1401 BIRCHWOOD LN
SACRAMENTO CA 95822

057-0212-005-0000
OCCUPANT
10423 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0212-008-0000
CENTER OF PRAISE MINISTRIES INC
10455 INVESTMENT CIR
RANCHO CORDOVA CA 95670

057-0221-001-0000
OLIVIA MOSS
10416 CROETTO WAY
RANCHO CORDOVA CA 95670

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057-0221-002-0000
RASHIDA J & DEONDRE M BENARD
10420 CROETTO WAY
GOLD RIVER CA 95670

057-0221-004-0000
GARDNER FAMILY LIVING TRUST
681 VERNON ST
OAKLAND CA 94610

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #1
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #2
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #3
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #4
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #5
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #6
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #7
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #8
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #9
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #10
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #11
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #12
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #13
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #14
RANCHO CORDOVA CA 95670

057-0221-004-0000
OCCUPANT
2728 WOODBERRY WAY #15
RANCHO CORDOVA CA 95670

057-0221-007-0000
LONG LY & KIM TO REVOCABLE
TRUST
1322 SOUZA DR
EL DORADO HLS CA 95670

057-0221-007-0000
OCCUPANT
10477 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-008-0000
LONG LY & KIM TO REV TRUST
1322 SOUZA DR
EL DORADO HILL CA 95762

057-0221-008-0000
OCCUPANT
10469 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-010-0000
JUNG D & SONIA H HWANG
79 BONAVENTURA DR
SAN JOSE CA 95134

057-0221-010-0000
OCCUPANT
10447 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-012-0000
LONG LY & KIM TO REVOCABLE
TRUST
1322 SOUZA DR
EL DORADO HLS CA 95762

057-0221-012-0000
OCCUPANT
10485 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-013-0000
BETTY K & KINGMAN J LOUIE
9 COBBLELAKE CT
SACRAMENTO CA 95831

057-0221-013-0000
OCCUPANT
10499 FOLSOM BLVD #A
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10499 FOLSOM BLVD #B
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10499 FOLSOM BLVD #C
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10495 FOLSOM BLVD
RANCHO CORDOVA CA 95670

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057-0221-013-0000
OCCUPANT
10493 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10487 FOLSOM BLVD #B
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10481 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10487 FOLSOM BLVD #E
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10473 FOLSOM BLVD #1
RANCHO CORDOVA CA 95670

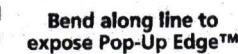
057-0221-014-0000
OCCUPANT
10491 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0222-003-0000
OCCUPANT
2828 MILLS PARK DR #B
RANCHO CORDOVA CA 95670

057-0222-003-0000
OCCUPANT
2828 MILLS PARK DR #E
RANCHO CORDOVA CA 95670

057-0222-004-0000
OCCUPANT
2737 WOODBERRY WAY #101
RANCHO CORDOVA CA 95670

057-0222-004-0000
OCCUPANT
2737 WOODBERRY WAY #104
RANCHO CORDOVA CA 95670

 **Feed Paper**  **Bend along line to
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057-0221-013-0000
OCCUPANT
10491 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10485 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10485 FOLSOM BLVD #D
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10481 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10473 FOLSOM BLVD #2
RANCHO CORDOVA CA 95670

057-0222-003-0000
LING JING ENTERPRISES L P
3336 BORDEAUX DR
EL DORADO HILL CA 95762

057-0222-003-0000
OCCUPANT
2828 MILLS PARK DR #C
RANCHO CORDOVA CA 95670

057-0222-003-0000
OCCUPANT
2828 MILLS PARK DR #F
RANCHO CORDOVA CA 95670

057-0222-004-0000
OCCUPANT
2737 WOODBERRY WAY #102
RANCHO CORDOVA CA 95670

057-0222-004-0000
OCCUPANT
2737 WOODBERRY WAY #105
RANCHO CORDOVA CA 95670

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057-0221-013-0000
OCCUPANT
10487 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10485 FOLSOM BLVD #A
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10487 FOLSOM BLVD #D
RANCHO CORDOVA CA 95670

057-0221-013-0000
OCCUPANT
10477 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0221-014-0000
BETTY K & KINGMAN J LOUIE
9 COBBLEMAN CT
SACRAMENTO CA 95831

057-0222-003-0000
OCCUPANT
2828 MILLS PARK DR #A
RANCHO CORDOVA CA 95670

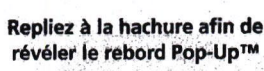
057-0222-003-0000
OCCUPANT
2828 MILLS PARK DR #D
RANCHO CORDOVA CA 95670

057-0222-004-0000
WOODBERRY TWS LLC
2209 PLAZA DR #200
ROCKLIN CA 95765

057-0222-004-0000
OCCUPANT
2737 WOODBERRY WAY #103
RANCHO CORDOVA CA 95670

057-0222-004-0000
OCCUPANT
2737 WOODBERRY WAY #106
RANCHO CORDOVA CA 95670

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057-0222-004-0000
OCCUPANT
2737 WOODBERRY WAY #107
RANCHO CORDOVA CA 95670

057-0222-004-0000
OCCUPANT
2737 WOODBERRY WAY #108
RANCHO CORDOVA CA 95670

057-0222-017-0000
CUAUHTEMOC & JUVENAL CAMPOS
210 UNPLAND CT
REDWOOD CITY CA 94062

057-0222-017-0000
OCCUPANT
10452 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10452 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10452 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10452 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10458 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10458 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10458 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10458 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10434 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10434 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10434 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10434 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10440 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10440 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10440 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10440 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10450 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10450 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10450 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10450 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10446 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10446 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10446 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10446 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10460 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10460 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10460 CROETTO WAY #3
RANCHO CORDOVA CA 95670

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057-0222-017-0000
OCCUPANT
10460 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10438 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10438 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10438 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10438 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10436 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10436 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10436 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10436 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10444 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10444 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10444 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10444 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10456 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10456 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10456 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0222-017-0000
OCCUPANT
10456 CROETTO WAY #4
RANCHO CORDOVA CA 95670

057-0223-008-0000
MONIER LIVING TRUST
10501 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0223-008-0000
MONIER LIVING TRUST
10515 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0223-008-0000
MONIER LIVING TRUST
10525 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0223-008-0000
MONIER LIVING TRUST
10535 FOLSOM BLVD
RANCHO CORDOVA CA 95670

057-0223-011-0000
BOOHER P & MARGARET A BRUCE
2719 MILLS PARK DR #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2719 MILLS PARK DR #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2719 MILLS PARK DR #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2719 MILLS PARK DR #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2717 MILLS PARK DR #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2717 MILLS PARK DR #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2717 MILLS PARK DR #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2717 MILLS PARK DR #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2715 MILLS PARK DR #1
RANCHO CORDOVA CA 95670

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057-0223-011-0000
OCCUPANT
2715 MILLS PARK DR #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2715 MILLS PARK DR #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2715 MILLS PARK DR #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2711 MILLS PARK DR #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2711 MILLS PARK DR #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2711 MILLS PARK DR #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
2711 MILLS PARK DR #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10500 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10500 REDBURN LN #2
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057-0223-011-0000
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10500 REDBURN LN #3
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057-0223-011-0000
OCCUPANT
10500 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10504 REDBURN LN #1
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057-0223-011-0000
OCCUPANT
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057-0223-011-0000
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057-0223-011-0000
OCCUPANT
10504 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10508 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10508 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10508 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10508 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10512 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10512 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10512 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10512 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10516 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10516 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10516 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10516 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10520 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10520 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10520 REDBURN LN #3
RANCHO CORDOVA CA 95670

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057-0223-011-0000
OCCUPANT
10520 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10524 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10532 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10536 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10536 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10540 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10544 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10548 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10548 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10552 REDBURN LN #3
RANCHO CORDOVA CA 95670

 **Bend along line to
expose Pop-Up Edge™**

057-0223-011-0000
OCCUPANT
10524 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10524 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10532 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10536 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10540 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10540 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10544 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10548 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10552 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10552 REDBURN LN #4
RANCHO CORDOVA CA 95670

 **ATTACHMENT 3** **6241™**

057-0223-011-0000
OCCUPANT
10524 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10532 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10532 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10536 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10540 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10544 REDBURN LN #1
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10544 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10548 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10552 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-011-0000
OCCUPANT
10556 REDBURN LN #1
RANCHO CORDOVA CA 95670

Étiquettes faciles à peler
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057-0223-011-0000
OCCUPANT
10556 REDBURN LN #2
RANCHO CORDOVA CA 95670

057-0223-013-0000
BRADFORD TODD ANDREWS
4100 WAYSIDE LN
CARMICHAEL CA 95608

057-0223-013-0000
OCCUPANT
10500 CROETTO WAY #3
RANCHO CORDOVA CA 95670

057-0223-017-0000
OCCUPANT
2719 MILLS PARK DR
RANCHO CORDOVA CA 95670

072-0131-017-0000
ARTHUR R & ROSE M HICKOK
2900 SHAWN WAY
RANCHO CORDOVA CA 95670

072-0131-019-0000
JOAN M & STEPHEN W MASSEY
2909 SHAWN WAY
RANCHO CORDOVA CA 95670

072-0131-021-0000
GHAFOOR & SHAHBAIGUM ABDUL
2925 SHAWN WAY
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #2
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #5
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #8
RANCHO CORDOVA CA 95670

Feed Paper  Bend along line to
expose Pop-Up Edge™

057-0223-011-0000
OCCUPANT
10556 REDBURN LN #3
RANCHO CORDOVA CA 95670

057-0223-013-0000
OCCUPANT
10500 CROETTO WAY #1
RANCHO CORDOVA CA 95670

057-0223-013-0000
OCCUPANT
10500 CROETTO WAY #4
RANCHO CORDOVA CA 95670

072-0131-016-0000
JULIA CZAPLA REVOCABLE TRUST
100 SANDPIPER LN
CRESCENT CITY CA 95531

072-0131-018-0000
CATHERINE C PICKETT
4320 OAK MEADOW RD
PLACERVILLE CA 95667

072-0131-020-0000
JOSE A & EILEEN J BACA
8082 WINDWARD KEY DR
CHESAPEAKE BCH MD 20732

072-0140-004-0000
RISHI & MOONI LIMITED
PARTNERSHIP
3105 HOPKINS PL
EL DORADO HILL CA 95762

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #3
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #6
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #9
RANCHO CORDOVA CA 95670

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ATTACHMENT 3

057-0223-011-0000
OCCUPANT
10556 REDBURN LN #4
RANCHO CORDOVA CA 95670

057-0223-013-0000
OCCUPANT
10500 CROETTO WAY #2
RANCHO CORDOVA CA 95670

057-0223-017-0000
MONIER LIVING TRUST
6790 HAVENSIDE DR
SACRAMENTO CA 95831

072-0131-016-0000
OCCUPANT
2916 SHAWN WAY
RANCHO CORDOVA CA 95670

072-0131-018-0000
OCCUPANT
2901 SHAWN WAY
RANCHO CORDOVA CA 95670

072-0131-020-0000
OCCUPANT
2917 SHAWN WAY
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #1
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #4
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #7
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #10
RANCHO CORDOVA CA 95670

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072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #11
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #12
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #13
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #14
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #15
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #16
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #17
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #18
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #19
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #20
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #21
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #22
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #23
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #24
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #25
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #26
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #27
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #28
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #29
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #30
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #31
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #32
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #33
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #34
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #35
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #36
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #37
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #38
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #39
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #40
RANCHO CORDOVA CA 95670

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072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #41
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #42
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #43
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #44
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #45
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #46
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #47
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #48
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #49
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #50
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #51
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #52
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #53
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #54
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #55
RANCHO CORDOVA CA 95670

072-0140-004-0000
OCCUPANT
10531 MILLS TOWER DR #56
RANCHO CORDOVA CA 95670

072-0140-009-0000
CRP PROPERTIES INC
17875 VON KRMN AVE
IRVINE CA 92614

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #1
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #2
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #3
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #4
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #5
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #6
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #7
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #8
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #9
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #10
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #11
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #12
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #13
RANCHO CORDOVA CA 95670

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▲
Sens de
chargement

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072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #14
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #17
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #20
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #23
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #26
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #29
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #32
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #35
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #38
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #41
RANCHO CORDOVA CA 95670

▲  Bend along line to
expose Pop-Up Edge™

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #15
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #18
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #21
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #24
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #27
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #30
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #33
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #36
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #39
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #42
RANCHO CORDOVA CA 95670

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072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #16
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #19
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #22
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #25
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #28
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #31
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #34
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #37
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #40
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #43
RANCHO CORDOVA CA 95670

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 **6241™**
ATTACHMENT 3

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #44
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #45
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #46
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #47
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #48
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #49
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #50
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #51
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #52
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #53
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #54
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #55
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #56
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #57
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #58
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #59
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #60
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #61
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #62
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #63
RANCHO CORDOVA CA 95670

072-0140-009-0000
OCCUPANT
10515 MILLS TOWER DR #64
RANCHO CORDOVA CA 95670

072-0140-010-0000
GORDON BLDG LLC
651 LILAC LN
SACRAMENTO CA 95864

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #1
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #2
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #3
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #4
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #5
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #6
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #7
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #8
RANCHO CORDOVA CA 95670

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072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #9
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #12
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #15
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #18
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #21
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #24
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #27
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #30
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #33
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #36
RANCHO CORDOVA CA 95670

 **Feed Paper**  **Bend along line to
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072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #10
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #13
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #16
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #19
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #22
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #25
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #28
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #31
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #34
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #37
RANCHO CORDOVA CA 95670

 **AVERY® 6241™**
ATTACHMENT 3

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #11
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #14
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #17
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #20
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #23
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #26
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #29
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #32
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #35
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #38
RANCHO CORDOVA CA 95670

Étiquettes faciles à peler
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 **Sens de
chargement**  **Replier à la hachure afin de
révéler le rebord Pop-Up™**

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Easy Peel® Labels
Use Avery® Template 5160®

Feed Paper  Bend along line to
expose Pop-Up Edge™

 **ATTA**CHMENT 3 **6241™**

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #39
RANCHO CORDOVA CA 95670

072-0140-010-0000
OCCUPANT
10499 MILLS TOWER DR #40
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #57
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #58
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #59
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #60
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #61
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #62
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #63
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #64
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #65
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #66
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #67
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #68
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #69
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #70
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #71
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #72
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #73
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #74
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #75
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #76
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #77
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #78
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #79
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #80
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #81
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #82
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #83
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #84
RANCHO CORDOVA CA 95670

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chargement

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Easy Peel® Labels
Use Avery® Template 5160®

▲  **Bend along line to
expose Pop-Up Edge™**

 **AVERY® 6241™**
ATTACHMENT 3

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #85
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #86
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #87
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #88
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #89
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #90
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #91
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #92
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #93
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #94
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #95
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #96
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #97
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #98
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #99
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #100
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #101
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #102
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #103
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #104
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #105
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #106
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #107
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #108
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #109
RANCHO CORDOVA CA 95670

072-0140-011-0000
OCCUPANT
2830 MILLS PARK DR #110
RANCHO CORDOVA CA 95670

072-0140-011-0000
RISHI & MOONI LIMITED
PARTNERSHIP
3015 HOPKINS PL
EL DORADO HILL CA 95762

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▲  **Sens de
chargement**

**Repliez à la hachure afin de
révéler le rebord Pop-Up™**

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ATTACHMENT 3

APN_D	OWNERNAME	M_HSENO	M_STREET	M_SF	M_UNIT	M_CITY	M_STATE	M_ZIP
057-0221-009-015-017	UHC 00516 RANCHO CORDOVA L P	2000 E FOURTH	ST	#205	SANTA ANA	CA	92705	
057-0143-002-0000	GUY ALAN HOLMAN	10471 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0143-003-0000	JOY LOVINGER	68 SUNRISE MOUNTAIN	RD		CAZADERO	CA	95421	
057-0143-003-0000	OCCUPANT	10467 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0143-004-0000	LEWIS FAMILY TRUST	10463 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0143-005-0000	STACY TANG	10459 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0143-006-0000	JOAN ANNE FINAN	10455 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0143-007-0000	THOMAS DUKE & ALCIA R FAWCETT	422 COLIN KELLY	DR		ROSEVILLE	CA	95747	
057-0143-007-0000	OCCUPANT	10451 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0143-008-0000	WILLIAM R GUNTON	10445 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0144-001-0000	MORRISON & SHALLON ELLIOTT	10478 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0144-002-0000	DEBORAH A JERNIGAN	10474 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0144-003-0000	GREGORY G SMITH	10470 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0144-004-0000	MICHAEL T GERVAIS	10401 CROETTO	WAY		RANCHO CORDOVA	CA	95670	
057-0144-005-0000	JUDITH E GRIGGS	8151 HAZEL	AVE		ORANGEVALE	CA	95662	
057-0145-001-0000	OCCUPANT	10411 CROETTO	WAY		RANCHO CORDOVA	CA	95670	
057-0145-011-0000	TRACY & DAVIN JELICH	10440 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0145-012-0000	ELENA M BECKER	10444 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0145-013-0000	JUDY M MCCLURE	10448 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0145-014-0000	MATTHEW S SAXBURY	10452 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0145-015-0000	MICHAEL J & PAMELA J BRITTON	10456 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0145-016-0000	LEAH & MICHAEL ESCHRICH	10404 CROETTO	WAY		RANCHO CORDOVA	CA	95670	
057-0145-017-0000	ALVIN & RYOKO BOWDEN	10408 CROETTO	WAY		RANCHO CORDOVA	CA	95670	
057-0145-018-0000	CHAVEZ J ALBERTO	10412 CROETTO	WAY		RANCHO CORDOVA	CA	95670	
057-0151-001-0000	ASHLEY L FRANKLIN	10482 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-002-0000	ANTHONY E & CATHLEEN J FLUNK	10486 MALAGA	WAY		GOLD RIVER	CA	95670	
057-0151-003-0000	WILLIAM E & LORA L PLEAKE	10490 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-004-0000	KAREN A WOLOSZ REVOCABLE TRUST	10494 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-005-0000	PAUL & LISA MACCLANAHAN	10498 MALAGA	WAY		GOLD RIVER	CA	95670	
057-0151-006-0000	CECILIA S QUINN	9569 N CRESTONE	DR		TUCSON	AZ	85742	
057-0151-006-0000	OCCUPANT	10500 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-007-0000	CURTIS L & ELIZABETH M NIEMEYER	10504 MALAGA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-021-0000	RODOLFO DANIEL JIMENEZ	10535 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-022-0000	GEORGE HENRY MOSS III REVOCABLE LIVING TRUST	PO BOX 690827			SAN ANTONIO	TX	78269	
057-0151-022-0000	OCCUPANT	10531 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-023-0000	CHRISTOPHER S MALYSIAK	10527 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-024-0000	GERALD J & MASAE CORBETT REVOCABLE LIVING TRUST	10523 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-025-0000	CHARLES T & BARBARA R KERR	10519 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-026-0000	STEPHEN F LOREE	10515 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-027-0000	DENNIS N VANCE REVOCABLE LIVING TRUST	10513 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-028-0000	NEAL A POLK	10509 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-029-0000	JOSE F R ORTA	5815 WAAT	AVE		NORTH HIGHLAND	CA	95660	
057-0151-029-0000	OCCUPANT	10505 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0151-030-0000	YELENA OLEFIR	10501 SALTANA	WAY		RANCHO CORDOVA	CA	95670	
057-0152-001-0000	KAREN L PHILLIPS	10510 SALTANA	WAY		RANCHO CORDOVA	CA	95670	

ATTACHMENT 3

057-0152-002-0000	DLD TRUST	10518 SALTANA	WAY	#A	RANCHO CORDOVA CA	95670
057-0152-003-0000	SIGL LIVING TRUST	10522 SALTANA	WAY	#B	RANCHO CORDOVA CA	95670
057-0152-004-0000	ALENA NALBANDYAN	10526 SALTANA	WAY	#C	GOLD RIVER CA	95670
057-0152-005-0000	ARAMIS & MARIETTA DALLAKYAN	10530 SALTANA	WAY	#D	RANCHO CORDOVA CA	95670
057-0152-006-0000	GENERA & SLAVIK NALBANDYAN	10534 SALTANA	WAY		RANCHO CORDOVA CA	95670
057-0152-007-0000	DIXIE C HALL	10538 SALTANA	WAY		EL DORADO HILL CA	95762
057-0152-016-0000	HOOSHANG MEHRSHAH	100 VINICOLA	CT		RANCHO CORDOVA CA	95670
057-0152-016-0000	OCCUPANT	10500 SALTANA	WAY		RANCHO CORDOVA CA	95670
057-0152-016-0000	OCCUPANT	10500 SALTANA	WAY		RANCHO CORDOVA CA	95670
057-0152-016-0000	OCCUPANT	10500 SALTANA	WAY		RANCHO CORDOVA CA	95670
057-0152-016-0000	OCCUPANT	10500 SALTANA	WAY		RANCHO CORDOVA CA	95670
057-0152-017-0000	RAVI N & MANITA SANWAL LIVING TRUST	3105 HOPKINS	PL		EL DORADO HILL CA	95762
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#1	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#2	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#3	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#4	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#5	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#6	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#7	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#8	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#9	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#10	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#11	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#12	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#13	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#14	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#15	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#16	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#17	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#18	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#19	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#20	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#21	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#22	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#23	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#24	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#25	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#26	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#27	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#28	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#29	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#30	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#31	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#32	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#33	RANCHO CORDOVA CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#34	RANCHO CORDOVA CA	95670

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[illegible]

ATTACHMENT 3

057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#81	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#82	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#83	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#84	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#85	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#86	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#87	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#88	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#89	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#90	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#91	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#92	RANCHO CORDOVA	CA	95670
057-0152-017-0000	OCCUPANT	10501 CROETTO	WAY	#93	RANCHO CORDOVA	CA	95670
057-0211-017-0000	VEDANTA SOCIETY OF NORTHERN CALIFORNIA	2323 VALLEJO	ST		SAN FRANCISCO	CA	94123
057-0211-017-0000	OCCUPANT	10433 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0211-021-0000	PROGRAM OK	6432 SILVERHAWK	WAY		ELK GROVE	CA	95758
057-0211-021-0000	OCCUPANT	10437 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0211-022-0000	THE ARBORS OF RANCHO CORDOVA LLC	39270 PASEO PADRE	PKWY	#300	FREMONT	CA	94538
057-0211-022-0000	OCCUPANT	10468 INVESTMENT	CIR	#1	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10468 INVESTMENT	CIR	#2	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10468 INVESTMENT	CIR	#3	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10468 INVESTMENT	CIR	#4	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10468 INVESTMENT	CIR	#5	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10468 INVESTMENT	CIR	#6	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10468 INVESTMENT	CIR	#7	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10468 INVESTMENT	CIR	#8	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10480 INVESTMENT	CIR	#9	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10480 INVESTMENT	CIR	#50	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10480 INVESTMENT	CIR	#51	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10480 INVESTMENT	CIR	#52	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10480 INVESTMENT	CIR	#53	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10480 INVESTMENT	CIR	#54	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10480 INVESTMENT	CIR	#55	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10480 INVESTMENT	CIR	#56	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10484 INVESTMENT	CIR	#41	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10484 INVESTMENT	CIR	#42	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10484 INVESTMENT	CIR	#43	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10484 INVESTMENT	CIR	#44	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10484 INVESTMENT	CIR	#45	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10484 INVESTMENT	CIR	#46	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10484 INVESTMENT	CIR	#47	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10484 INVESTMENT	CIR	#48	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10460 INVESTMENT	CIR	#73	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10460 INVESTMENT	CIR	#74	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10460 INVESTMENT	CIR	#75	RANCHO CORDOVA	CA	95670
057-0211-022-0000	OCCUPANT	10460 INVESTMENT	CIR	#76	RANCHO CORDOVA	CA	95670

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ATTACHMENT 3

057-0211-029-0000	THOMAS & LIN-LI NG	801 FRANKLIN	ST	#425	OAKLAND	CA	94607
057-0211-029-0000	OCCUPANT	10445 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0211-029-0000	OCCUPANT	10445 FOLSOM	BLVD	#B	RANCHO CORDOVA	CA	95670
057-0211-038-0000	AKOP ATOYAN	PO BOX 1496			RANCHO CORDOVA	CA	95741
057-0211-039-0000	CHRISTOPHER J ANTHONY REVOCABLE LIVING TRST	2377 COOLDGE	WAY		RANCHO CORDOVA	CA	95670
057-0212-004-0000	FRANKLINE FERNANDEZ FAMIL Y TRUST	1129 BRUSSELS	ST		SAN FRANCISCO	CA	94134
057-0212-004-0000	OCCUPANT	10427 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0212-005-0000	WEBER HOMES INC	1401 BIRCHWOOD	LN		SACRAMENTO	CA	95822
057-0212-005-0000	OCCUPANT	10423 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0212-008-0000	CENTER OF PRAISE MINISTRIES INC	10455 INVESTMENT	CIR		RANCHO CORDOVA	CA	95670
057-0221-001-0000	OLIVIA MOSS	10416 CROETTO	WAY		RANCHO CORDOVA	CA	95670
057-0221-002-0000	RASHIDA J & DEONDRE M BENARD	10420 CROETTO	WAY		GOLD RIVER	CA	95670
057-0221-004-0000	GARDNER FAMIL Y LIVING TRUST	681 VERNON	ST		OAKLAND	CA	94610
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#1	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#2	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#3	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#4	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#5	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#6	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#7	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#8	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#9	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#10	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#11	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#12	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#13	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#14	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	2728 WOODBERRY	WAY	#15	RANCHO CORDOVA	CA	95670
057-0221-004-0000	OCCUPANT	1322 SOUZA	DR		EL DORADO HILLS	CA	95670
057-0221-007-0000	LONG LY & KIM TO REVOCABLE TRUST	10477 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0221-007-0000	OCCUPANT	1322 SOUZA	DR		EL DORADO HILL	CA	95762
057-0221-008-0000	LONG LY & KIM TO REV TRUST	10469 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0221-008-0000	OCCUPANT	79 BONAVENTURA	DR		SAN JOSE	CA	95134
057-0221-010-0000	JUNG D & SONIA H HWANG	10447 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0221-010-0000	OCCUPANT	1322 SOUZA	DR		EL DORADO HILLS	CA	95762
057-0221-012-0000	LONG LY & KIM TO REVOCABLE TRUST	10485 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	9 COBBLELAKE	CT		SACRAMENTO	CA	95831
057-0221-013-0000	BETTY K & KINGMAN J LOUIE	10499 FOLSOM	BLVD	#A	RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	10499 FOLSOM	BLVD	#B	RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	10499 FOLSOM	BLVD	#C	RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	10495 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	10493 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	10491 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	10487 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	10487 FOLSOM	BLVD	#B	RANCHO CORDOVA	CA	95670
057-0221-013-0000	OCCUPANT	10485 FOLSOM	BLVD		RANCHO CORDOVA	CA	95670

ATTACHMENT 3

057-0221-013-0000	OCCUPANT	10485 FOLSOM	BLVD	#A	RANCHO CORDOVA CA	95670
057-0221-013-0000	OCCUPANT	10481 FOLSOM	BLVD	#D	RANCHO CORDOVA CA	95670
057-0221-013-0000	OCCUPANT	10485 FOLSOM	BLVD	#D	RANCHO CORDOVA CA	95670
057-0221-013-0000	OCCUPANT	10487 FOLSOM	BLVD	#E	RANCHO CORDOVA CA	95670
057-0221-013-0000	OCCUPANT	10487 FOLSOM	BLVD	#E	RANCHO CORDOVA CA	95670
057-0221-013-0000	OCCUPANT	10481 FOLSOM	BLVD		RANCHO CORDOVA CA	95670
057-0221-013-0000	OCCUPANT	10477 FOLSOM	BLVD		RANCHO CORDOVA CA	95670
057-0221-013-0000	OCCUPANT	10473 FOLSOM	BLVD	#1	RANCHO CORDOVA CA	95670
057-0221-014-0000	OCCUPANT	10473 FOLSOM	BLVD	#2	RANCHO CORDOVA CA	95670
057-0221-014-0000	BETTY K & KINGMAN J LOUIE	9 COBBLEMAN	CT		SACRAMENTO CA	95631
057-0221-014-0000	OCCUPANT	10491 FOLSOM	BLVD		RANCHO CORDOVA CA	95670
057-0222-003-0000	LING JING ENTERPRISES L P	3336 BORDEAUX	DR	#A	EL DORADO HILL CA	95762
057-0222-003-0000	OCCUPANT	2828 MILLS PARK	DR	#B	RANCHO CORDOVA CA	95670
057-0222-003-0000	OCCUPANT	2828 MILLS PARK	DR	#C	RANCHO CORDOVA CA	95670
057-0222-003-0000	OCCUPANT	2828 MILLS PARK	DR	#D	RANCHO CORDOVA CA	95670
057-0222-003-0000	OCCUPANT	2828 MILLS PARK	DR	#E	RANCHO CORDOVA CA	95670
057-0222-003-0000	OCCUPANT	2828 MILLS PARK	DR	#F	RANCHO CORDOVA CA	95670
057-0222-004-0000	WOODBERRY TWS LLC	2209 PLAZA	DR	#200	ROCKLIN CA	95765
057-0222-004-0000	OCCUPANT	2737 WOODBERRY	WAY	#101	RANCHO CORDOVA CA	95670
057-0222-004-0000	OCCUPANT	2737 WOODBERRY	WAY	#102	RANCHO CORDOVA CA	95670
057-0222-004-0000	OCCUPANT	2737 WOODBERRY	WAY	#103	RANCHO CORDOVA CA	95670
057-0222-004-0000	OCCUPANT	2737 WOODBERRY	WAY	#104	RANCHO CORDOVA CA	95670
057-0222-004-0000	OCCUPANT	2737 WOODBERRY	WAY	#105	RANCHO CORDOVA CA	95670
057-0222-004-0000	OCCUPANT	2737 WOODBERRY	WAY	#106	RANCHO CORDOVA CA	95670
057-0222-004-0000	OCCUPANT	2737 WOODBERRY	WAY	#107	RANCHO CORDOVA CA	95670
057-0222-017-0000	CUAUHTEMOC & JUVENAL CAMPOS	2737 WOODBERRY	WAY	#108	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	210 UNPLAND	CT		REDWOOD CITY CA	94062
057-0222-017-0000	OCCUPANT	10452 CROETTO	WAY	#1	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10452 CROETTO	WAY	#2	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10452 CROETTO	WAY	#3	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10452 CROETTO	WAY	#4	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10458 CROETTO	WAY	#1	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10458 CROETTO	WAY	#2	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10458 CROETTO	WAY	#3	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10458 CROETTO	WAY	#4	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10434 CROETTO	WAY	#1	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10434 CROETTO	WAY	#2	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10434 CROETTO	WAY	#3	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10434 CROETTO	WAY	#4	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10440 CROETTO	WAY	#1	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10440 CROETTO	WAY	#2	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10440 CROETTO	WAY	#3	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10440 CROETTO	WAY	#4	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10450 CROETTO	WAY	#1	RANCHO CORDOVA CA	95670
057-0222-017-0000	OCCUPANT	10450 CROETTO	WAY	#2	RANCHO CORDOVA CA	95670

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ATTACHMENT 3

057-0223-011-0000	OCCUPANT	10548 REDBURN	LN	#3	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10548 REDBURN	LN	#4	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10552 REDBURN	LN	#1	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10552 REDBURN	LN	#2	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10552 REDBURN	LN	#3	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10552 REDBURN	LN	#4	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10556 REDBURN	LN	#1	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10556 REDBURN	LN	#2	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10556 REDBURN	LN	#3	RANCHO CORDOVA	CA	95670
057-0223-011-0000	OCCUPANT	10556 REDBURN	LN	#4	RANCHO CORDOVA	CA	95670
057-0223-013-0000	BRADFORD TODD ANDREWS	4100 WAYSIDE	LN	#1	CARMICHAEL	CA	95608
057-0223-013-0000	OCCUPANT	10500 GROETTO	WAY	#1	RANCHO CORDOVA	CA	95670
057-0223-013-0000	OCCUPANT	10500 GROETTO	WAY	#2	RANCHO CORDOVA	CA	95670
057-0223-013-0000	OCCUPANT	10500 GROETTO	WAY	#3	RANCHO CORDOVA	CA	95670
057-0223-013-0000	OCCUPANT	10500 GROETTO	WAY	#4	RANCHO CORDOVA	CA	95670
057-0223-017-0000	MONIER LIVING TRUST	6790 HAVENSIDE	DR		SACRAMENTO	CA	95831
057-0223-017-0000	OCCUPANT	2719 MILLS PARK	DR		RANCHO CORDOVA	CA	95670
072-0131-016-0000	JULIA CZAPLA REVOCABLE TRUST	100 SANDPIPER	LN		CRESCENT CITY	CA	95670
072-0131-016-0000	OCCUPANT	2916 SHAWN	WAY		RANCHO CORDOVA	CA	95670
072-0131-017-0000	ARTHUR R & ROSE M HICKOK	2900 SHAWN	WAY		RANCHO CORDOVA	CA	95670
072-0131-018-0000	CATHERINE C PICKETT	4320 OAKMEADOW	RD		PLACERVILLE	CA	95667
072-0131-018-0000	OCCUPANT	2901 SHAWN	WAY		RANCHO CORDOVA	CA	95670
072-0131-019-0000	JOAN M & STEPHEN W MASSEY	2909 SHAWN	WAY		RANCHO CORDOVA	CA	95670
072-0131-020-0000	JOSE A & EILEEN J BACA	8082 WINDWARD KEY	DR		CHESAPEAKE BCH	MD	20732
072-0131-021-0000	OCCUPANT	2917 SHAWN	WAY		RANCHO CORDOVA	CA	95670
072-0140-004-0000	GHAFOOR & SHAHBAIGUM ABDUL RISHI & MOONI LIMITED PARTNERSHIP	2925 SHAWN	WAY		RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	3105 HOPKINS	PL	#1	EL DORADO HILL	CA	95762
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#1	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#2	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#3	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#4	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#5	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#6	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#7	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#8	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#9	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#10	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#11	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#12	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#13	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#14	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#15	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#16	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#17	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#18	RANCHO CORDOVA	CA	95670
072-0140-004-0000	OCCUPANT	10531 MILLS TOWER	DR	#19	RANCHO CORDOVA	CA	95670

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ATTACHMENT 3

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ATTACHMENT 3

072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#98	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#99	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#100	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#101	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#102	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#103	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#104	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#105	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#106	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#107	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#108	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#109	RANCHO CORDOVA CA	95670
072-0140-011-0000	OCCUPANT	2830 MILLS PARK	DR	#110	RANCHO CORDOVA CA	95670
072-0140-011-0000	RISHI & MOON LIMITED PARTNERSHIP	3015 HOPKINS	PL		EL DORADO HILL CA	95762

**City Hall
American River North Community Room
2729 Prospect Park Drive, Rancho Cordova**

March 23, 2010

5:31 p.m. - Special Meeting



WORK SESSION
(Public Comment is encouraged)

A. Discussion of User Fee Updates.

PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any unagendized item.

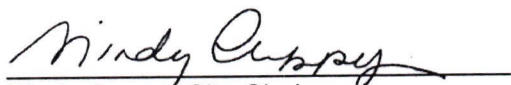
ADJOURNMENT

CERTIFICATION OF AGENDA POSTING

City Clerk's Certificate of Posting of Agenda

I, Mindy Cuppy, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the March 23, 2010 Special Meeting of the Rancho Cordova City Council was posted on March 19, 2010 at the office of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670 and was available for public review at that location. The agenda is also available on the city web site at www.cityofranhocordova.org.

Signed this 19th day of March 2010 at Rancho Cordova, California.


Mindy Cuppy, City Clerk

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

MEMORANDUM



DATE: March 23, 2010
TO: Honorable Mayor and Council Members
FROM: Donna Silva, Finance Director
SUBJECT: DISCUSSION OF USER FEE UPDATE

RECOMMENDATION

That Council review updated User Fees and provide policy direction for fee updates.

RESULT OF RECOMMENDED ACTION

City Council will be informed on current fee subsidy levels and will be able to make policy decisions regarding the appropriateness of our current subsidies. As a result, the Finance Department will be given clear direction on any needed fee updates and can proceed with proposing ordinance amendments and/or resolutions for fee adjustments as identified.