

*STAFF REPORT**CITY OF OCEANSIDE*

---

DATE: March 14, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department  
Housing and Code Enforcement Division

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN NATIONAL COMMUNITY RENAISSANCE AND COMMUNITY HOUSINGWORKS AND THE CITY EXTENDING THE NEGOTIATING PERIOD TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE MISSION COVE AFFORDABLE HOUSING PROJECT**

**SYNOPSIS**

Staff recommends that the City Council approve Amendment 1 to the Exclusive Negotiating Agreement between National Community Renaissance and Community Housingworks and the City, extending the Negotiating Period from April 1, 2012, to March 31, 2013, due to the uncertainty of the disposition of the City's Low- and Moderate-Income Set-Aside Housing funds, to execute a Disposition and Development Agreement for the Mission Cove Affordable Housing Project located along the 3200 block of Mission Avenue, and authorize the City Manager to execute the amendment.

**BACKGROUND**

In December 2010, the City Council approved National Community Renaissance (National CORE) and Community Housingworks (CHW) as the Development Team for the Mission Cove Affordable Housing Project (Project). Direction was given to negotiate development agreements for the 14.5-acre Mission Avenue parcel which incorporate the elements of the approved Vision and Strategic Plan for the site. National CORE will be the master developer for the overall site work, retail commercial space, and the design, construction, and ownership of the 150 units of family affordable housing. CHW will be the developer for the design, construction and ownership of the 138 units of affordable senior/special needs housing component of the Project.

In April 2011, the Council approved a Reimbursement Agreement loaning up to \$1,527,170 in HOME funds to the Development Team to commence predevelopment due diligence, refinement of costs, design, and entitlements. Through this process, the conceptual site design has been updated to reflect environmental, storm water, and soils constraints on the property. An application for development entitlements with the required development fees has recently been submitted to the Development Services

Department and will be processed over the next several months. The entitlement process is expected to be completed in late 2012. This process will also involve additional community outreach by the Development Team.

### **ANALYSIS**

An Exclusive Negotiating Agreement (ENA) between the City and the Development Team to establish the terms of a Disposition and Development Agreement (DDA) for the Project was approved by the Council on July 6, 2011. The original ENA Negotiating Period was set at 180 days with a one-time 90-day extension option which expires on April 1, 2012. With the dissolution of the Redevelopment Agency as of February 1, 2012, the disposition the unencumbered balance of the City's current Low- and Moderate-Income Set-Aside housing fund is contingent upon the passage of State legislation (SB 654 Steinberg) which will allow the City's Housing Successor Agency to retain these funds for affordable housing projects. As of December 31, 2011, the unencumbered balance in this fund was \$5.56 million. The current effective date of this legislation is January 2013. As such, a one-year extension of the ENA Negotiating Period from April 1, 2012 to March 31, 2013 is recommended, however, it is anticipated that the disposition of the Set-Aside funds will be resolved and the terms of a DDA for the Project will be completed prior to this date.

### **FISCAL IMPACT**

No additional Housing Funds are committed as part of the amendment to the ENA. While Project entitlements and predevelopment expenses are currently funded by HOME funds, construction of the Project will require a local City Housing Fund subsidy. The bonding against future Set-Aside funds was originally anticipated as the primary source of the City subsidy for the Project. With the dissolution of Redevelopment, the cessation of Set-Aside funding and the ability to bond, the Project's overall financing structure will require the exploration and incorporation of additional financing sources. If the City retains its current unencumbered Set-Aside funds, the Project will be completed in phases.

### **COMMISSION OR COMMITTEE REPORT**

The Housing Commission will be updated on the Project status at its next scheduled meeting.

### **CITY ATTORNEY'S ANALYSIS**

The document has been reviewed by the City Attorney and approved as to form.

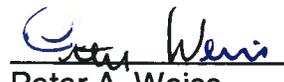
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 1 to the Exclusive Negotiating Agreement between National Community Renaissance and Community Housingworks and the City, extending the Negotiating Period from April 1, 2012, to March 31, 2013, due to the uncertainty of the disposition of the City's Low- and Moderate-Income Set-Aside Housing funds, to execute a Disposition and Development Agreement for the Mission Cove Affordable Housing Project located along the 3200 block of Mission Avenue, and authorize the City Manager to execute the amendment.

PREPARED BY:

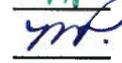
  
\_\_\_\_\_  
David L. Manley  
Neighborhood Services Division Manager

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Margery M. Pierce, Neighborhood Services Director

  
\_\_\_\_\_  
  
\_\_\_\_\_

- Attachments:
1. 1<sup>st</sup> Amendment to the ENA (Mission Cove Project)
  2. Executed ENA / Extension Letter

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT  
(Mission Cove)

This First Amendment to Exclusive Negotiating Agreement ("First Amendment") dated March 14, 2012, for identification purposes, is made by and among the **City of Oceanside**, a municipal corporation (the "City"), **National Community Renaissance of California**, a California nonprofit public benefit corporation ("NCRC"), and **Community HousingWorks**, a California nonprofit public benefit corporation ("CHW") (NCRC and CHW are referred to collectively as the "Developer").

The parties have previously entered in an Exclusive Negotiating Agreement dated as of July 6, 2011, as extended by letter from the City Manager to the Developer dated January 20, 2012 (the "ENA"). Capitalized terms used in this First Amendment and not defined shall have the meanings set forth in the ENA.

Pursuant to the ENA, the Negotiating Period currently expires on April 1, 2012. The parties are entering into this First Amendment to extend the Negotiating Period.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Negotiating Period. The Negotiating Period defined in Section 1 of the ENA is extended to expire at 5:00 p.m. PST on March 31, 2013, or as may be further extended under Section 2 of this First Amendment.

2. Extension of Negotiating Period. The second sentence of Section 5 of the ENA is amended to read as follows:

The Neighborhood Services Director of the City, or his or her designee, may extend the Negotiating Period for up to ninety (90) additional days if needed to complete DDA negotiations and/or time necessary for the City to approve such a DDA at the City's sole discretion.

3. Authority. Each party represents and warrants that it has the full power and authority to enter into this First Amendment and perform its respective obligations hereunder.

4. No Other Amendments. Except as amended by this First Amendment, the ENA shall continue unmodified and in full force and effect.

5. Counterparts. This First Amendment may be executed in counterparts.

Signatures on Following Page

The parties have executed this First Amendment as of the date first written above.

"City"

CITY OF OCEANSIDE, a California Charter City created by its charter and California Statute

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

By:  \_\_\_\_\_  
City Attorney

"Developer"

NCRC:  
National Community Renaissance of California,  
a California nonprofit public benefit corporation

By:  \_\_\_\_\_  
Richard J. Whittingham, CPA  
Chief Financial Officer

Its: \_\_\_\_\_

CHW:  
Community HousingWorks,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

The parties have executed this First Amendment as of the date first written above.

"City"

CITY OF OCEANSIDE, a municipal corporation

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
City Attorney

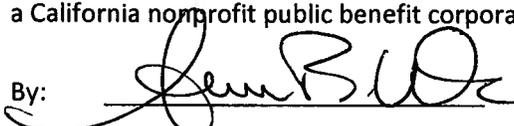
"Developer"

NCRC:  
National Community Renaissance of California,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

CHW:  
Community HousingWorks,  
a California nonprofit public benefit corporation

By:   
**Senior Vice President**

Its: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Bernardino }

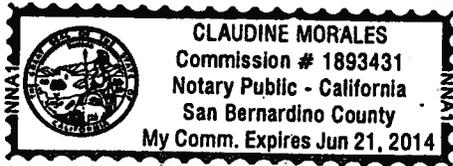
On March 5, 2012 before me, Claudine Morales, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Richard J. Whittingham  
Name(s) of Signer(s)

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 Claudine Morales  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: First Amendment

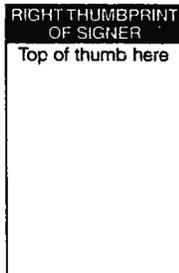
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

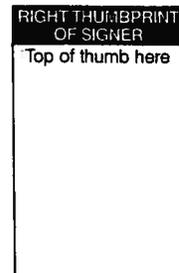
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California  
COUNTY OF San Diego )SS

File No:  
APN No

On 3-6-12 before me, [Signature] Notary Public, personally appeared [Signature] who proved to me on the basis of satisfactory evidence to be the person(s) 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

[Signature]

This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

COPY

## EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT ("Agreement") is made and entered into as of this 6th day of July, 2011, by and between the City of Oceanside ("Agency"), National Community Renaissance of California, a California nonprofit public benefit corporation ("NCRC") and Community HousingWorks a California nonprofit public benefit corporation ("CHW"), NCRC and CHW collectively known as the "Developer".

### RECITALS

A. In furtherance of the objectives of the California Community Redevelopment Law ("Redevelopment Law") (Health & Safety Code Section 33000 et seq.), including Sections 33334.2 and 33334.6 in particular, the Agency may desire to provide financial assistance to Developer using funds from the Agency's Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Redevelopment Law in combination with other affordable housing funds to develop the real property located on Mission Avenue (APN 160-270-12) and the residential property at 3206 Caroline Circle (APN 146-061-03) in the City of Oceanside, State of California, more particularly described on the Property Legal Description attached hereto as Exhibit "A" ("Property").

B. The Agency issued a Request for Qualifications (RFQ) on July 1, 2010 for a development team for the Mission Cove Project ("Project"), a 288-unit affordable housing development, with retail space, and a resident community center, to be developed/constructed on the Property pursuant to the Vision and Strategic Plan approved by the City Council of the City of Oceanside on March 17, 2010. The team of NCRC and CHW responded to such RFQ with roles of NCRC being the master developer for the overall sitework, retail commercial space, and the design, construction, and ownership of the 150 units of family affordable housing, and CHW being the developer for the design, construction and ownership of 138 units of affordable seniors/special needs apartments. The team was unanimously recommended to the City Council by the Oceanside Housing Commission on October 26, 2010. On December 8, 2010, the City Council of the City of Oceanside unanimously approved the selection of NCRC and CHW as the team with the roles noted above to be the developers of the Project. The team was selected as the most qualified development team pursuant to the guidelines of the RFQ with each party being experienced, financially creative, and capable of developing, financing and managing a project reflecting the City's vision for Mission Cove

C. The Agency approved and entered into a Reimbursement Agreement dated April 7, 2011, with the Developer for funding of predevelopment due diligence, refinement of costs, design and entitlements.

D. The Agency has provided a Property Use Permit dated May 9, 2011, to the Developer for their due diligence investigation, refinements and design.

E. The Agency, NCRC and CHW desire to negotiate one or more Disposition and Development Agreements ("DDA") pursuant to which the Agency would provide financial assistance to NCRC and CHW for the development of the Project.

F. The purpose of this Agreement is to establish procedures and standards for negotiations between the Developer and the Agency towards a mutually acceptable DDA for the purpose of developing the Project pursuant to the Vision Plan.

NOW, THEREFORE, the parties hereto agree as follows:

1. Negotiating Period. The Agency agrees to exclusively negotiate with NCRC and CHW, and NCRC and CHW agree to exclusively negotiate with the Agency regarding the terms of the DDA for a one-hundred eighty (180) day period from the date first set forth above ("Negotiating Period"). The Agency and NCRC and CHW shall negotiate diligently and in good faith to carry out the obligations of this Agreement during the Negotiating Period.

2. Site Control. The Agency currently owns the Property.

3. NCRC and CHW Submissions. The Developer agrees that following results of the due diligence covered under the Reimbursement Agreement and prior to the expiration of this Agreement, Developer shall submit to the Agency for its review:

(a) A schedule of performance/timeline for development of the Project.

(b) A financial pro forma utilizing both 9% and 4% tax credits for the Project which contains: (1) projected development budget for the Project, (2) a projected sources and uses, (3) a 30-year cash flow analysis, (4) a rent schedule and utility allowance schedule, and (5) a operating budget for the Project.

4. Approval and Negotiation of DDA. If the Agency, is satisfied with the financial feasibility of the Project, as proposed, the Agency and the Developer shall seek in good faith to negotiate and draft one or more mutually acceptable DDAs for the development of the Project.

5. Termination/Expiration of Agreement. Except as this Agreement is extended or amended by mutual written agreement of the parties, if at the end of the Negotiating Period, the Agency and the Developer have not agreed upon a mutually acceptable DDA, then this Agreement shall terminate. The Agency may also extend this ENA for an additional ninety (90) days if needed to complete DDA negotiations and/or time necessary for the Agency to approve such a DDA at the Agency's sole discretion.

6. Agency Cooperation. The Agency shall cooperate with the Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of the Agency to provide in connection with the

preparation of the DDA required to be submitted by NCRC and CHW to the Agency pursuant to this Agreement or as required by state and local laws or regulations.

7. Nondiscrimination. The Developer shall not discriminate against nor segregate, any person, or group or persons on account of sex, race, color, marital status, religion, creed, national origin, ancestry, physical disability, mental disability, medical condition, age, or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

8. Environmental Requirements. Certain state and local environmental requirements (including, but without limitation, the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et seq.) may be applicable to the proposed Project. Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for the proposed Project.

9. Qualifications: The qualifications of the Developer are of particular interest to the Agency. Consequently, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement, nor shall the Developer assign all or any part of this Agreement without the prior written approval of the Agency, which approval the Agency may grant, withhold or deny at its sole discretion; provided that the Agency shall not unreasonably withhold its approval to the transfer of Developer's rights hereunder to an affiliate of the Developer. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

10. Physical Condition of the Property. Subsequent to execution of a DDA by the Developer and the Agency, Developer shall obtain data and conduct such surveys and tests with respect to the Property and improvements thereon as the Developer deems necessary to carry out this Agreement, to complete the Project pursuant to a DDA consistent herewith and to ensure that the Property is appropriate for the intended use. the Developer shall give to the Agency a copy of all surveys and tests which it commissions with respect to the Property.

11. Address for Notices. Any notices pursuant to this Agreement shall be sent to the following addresses:

To Agency: City of Oceanside  
300 N. Coast Highway  
Oceanside, CA 92054  
Attn: Margery M. Pierce, Neighborhood Services Director

To Developer: National Community Renaissance of California  
9065 Haven Avenue, Suite 100  
Rancho Cucamonga, CA 91730  
Attn: Richard J. Whittingham, CFO

To Developer: Community HousingWorks  
4305 University Ave, Ste 550  
San Diego, CA 92105  
Attn: Anne B. Wilson, Senior Vice President

With a Copy to: Counsel for NCRC:  
Edward A. Hopson  
655A North Mountain Avenue  
Upland, CA 91786

Counsel for CHW:  
Natalie Gubb  
Gubb and Barshay  
50 California Street, Suite 3155  
San Francisco, CA 94111

12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

13. Remedies/No Damages. Developer understands and agrees that its sole remedy in the event of a breach of this Agreement by Agency is to compel Agency's specific performance of the terms of this Agreement; Developer shall not be entitled to money damages in the event of Agency's breach.

14. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Agency and NCRC and CHW.

15. Assignment Prohibited. Except as provided in Section 9 hereof, in no event shall the Developer assign or transfer any portion of the Developer's rights or obligations under this Agreement.

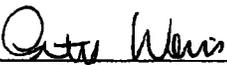
16. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.

17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

18. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Agency that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

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

**Agency:**  
City of Oceanside

By:   
Peter A. Weiss, City Manager

**Approved as to form:**

By:   
Barbara L. Hamilton, Assistant City Attorney

**Developer:**  
National Community Renaissance of California, a California nonprofit public benefit corporation

By:   
Richard J. Whittingham, CFO

**Developer:**  
Community Housing Works, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Anne B. Wilson, Senior Vice President

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

**Agency:**  
City of Oceanside

By: \_\_\_\_\_  
Peter A. Weiss, City Manager

**Approved as to form:**

By: \_\_\_\_\_  
Barbara L. Hamilton, Assistant City Attorney

**Developer:**  
National Community Renaissance of California, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Richard J. Whittingham, CFO

**Developer:**  
Community Housing Works, a California nonprofit public benefit corporation

By:  \_\_\_\_\_  
Anne B. Wilson, Senior Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Bernardino }

On June 27, 2011 before me, Claudine Morales, Notary Public  
Date Here Insert Name and Title of the Officer

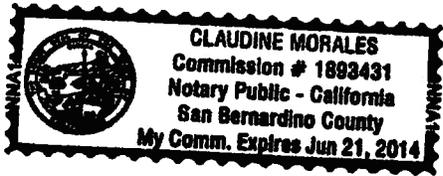
personally appeared Richard J. Whittingham  
Name(s) of Signer(s)

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 Claudine Morales  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Exclusive Negotiating Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

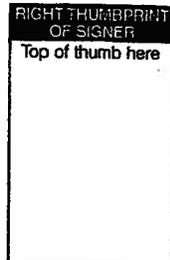
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 6/27/11 before me, Mary Ann Erickson, Notary Public  
(Here insert name and title of the officer)

personally appeared ANNE B. Wilson

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.

Mary Ann Erickson  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◆ Additional information is not required but could help to ensure this acknowledgment is not raised or attached to a different document.
  - ◆ Indicate title or type of attached document, number of pages and date.
  - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**RESOLUTION**  
of the  
**BOARD OF DIRECTORS**  
of  
**NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA**  
a California Nonprofit Public Benefit Corporation

**RESOLVED**, Orlando Cabrera, acting in his capacity as CEO/President, Richard Whittingham, acting in his capacity as the Chief Financial Officer or Tracy Thomas acting in her capacity as the Chief Operating Officer of the Corporation, hereby are authorized to apply for public agency funding, negotiate, enter into, execute and deliver any and all documents, including but not limited to, purchase and sale agreements, escrow instructions, loan documents, city, limited partnership agreements, redevelopment agency, county and/or federal HOME loan documents, promissory notes, deeds of trust, and any amendments, modification or supplements to any of the foregoing instruments as may be necessary or appropriate for the Corporation to purchase, finance and develop property or any other corporate operational activities.

**Omnibus Resolution**

**RESOLVED**, that the above-referenced officers of the Corporation be, and each hereby is authorized and directed to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolution; and

**RESOLVED FURTHER**, that any actions taken by such officers prior to the date of the foregoing resolutions that are within authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of the Corporation.

Adopted January 21, 2011

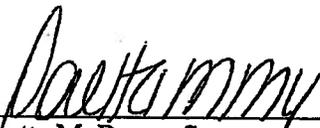
NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA  
a California nonprofit corporation

SECRETARY'S CERTIFICATE

I, Doretta M. Bryan, Secretary National Community Renaissance of California, a California nonprofit corporation (the "Corporation"), hereby certify that attached hereto is a true, correct and complete copy of the resolution of the Board of Directors of the Corporation; such resolutions have not been amended, modified or rescinded and remain in full force and effect; and such resolutions are the only resolutions of the Corporation's Board of directors relating to transactions described therein.

IN WITNESS WHEREOF, I have hereunto signed my name.

Dated: 4/11/11

  
Doretta M. Bryan, Secretary

**RESOLUTION OF BOARD OF DIRECTORS  
OF  
Community HousingWorks**

WHEREAS, Community HousingWorks is a Nonprofit Public Benefit Corporation (the "Corporation"), qualified pursuant to the provisions of Internal Revenue Code Section 501 (c)(3); and

WHEREAS, the Board of Directors of the Corporation deems it to be in the best interest of the Corporation to delegate certain authority to execute documents related to securing ownership of property and financing for affordable housing development projects, both new construction projects and acquisitions of existing properties, for properties in which Community HousingWorks or an affiliate has an interest; and

WHEREAS, the Board of Directors has delegated that authority to execute such documents to the President of the Corporation, but deems it in the best interests of the Corporation to delegate that same authority to an additional member of the senior management team, acting under the direction of the President;

NOW, THEREFORE BE IT RESOLVED as follows:

1. THAT effective August 1, 2009, the Board of Directors authorizes the Senior Vice President for Housing and Real Estate Development ("Senior Vice President") to execute any and all documents necessary to secure ownership of real property, consistent with the project approval process contained within the Real Estate Development Policy adopted by the Board of Directors, including, but not limited to Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Loan Agreements, Promissory Notes, Assignments of Interests, and Amendments and Extensions of said documents; and
2. THAT the Board of Directors further authorizes the Senior Vice President to execute any and all documents required by any Lender and Investor to take on obligations for debt and equity, for projects approved by the Board, and consistent with the Real Estate Development Policy adopted by the Board of Directors, including without limitation, Loan Agreements, Promissory Notes, Deeds of Trust, Declarations of Covenants, Conditions and Restrictions, Security Agreements, Unsecured Environmental Indemnity Agreements, UCC Financing Statements, Disclosure Statements, Limited Partnership Agreements, Certifications and Authorizations, Guarantees, Regulatory Agreements and Restrictive Covenants, Indemnity Agreements, and any and all other documents requested by the Lenders and Investors in order to document and secure its financing; and

3. THAT the Board of Directors further authorizes the Senior Vice President to execute any and all third party contracts required to design, rehabilitate and construct real estate projects, both new construction projects and acquisitions and rehabilitation of existing multifamily properties, for project approved by the Board, and consistent with the Real Estate Development Policy adopted by the Board of Directors, including, but not limited to surveyors, architecture and other design professionals, engineers, and building contractors including general contractors; and
4. THAT the President and Senior Vice President of this Company are authorized and directed to execute such further documents and take such further action as they consider necessary or advisable to implement the purposes of these resolutions; and
5. THAT any and all actions heretofore taken by any officer of the Company (and any person acting on behalf of or under the direction of such officer) in connection with any transaction or objectives approved in any or all of the foregoing resolutions, and all transactions related thereto, are hereby approved, ratified and confirmed in all respects; and any and all actions hereafter taken or to be taken by any such officer in furtherance of the objectives of any or all of the foregoing resolutions are hereby authorized, approved and ratified in all respects.

I, the undersigned, certify that this Resolution was adopted effective July 25, 2009; in accordance with all Bylaws of the Corporation. I further understand that any or all of the subject institutions may rely upon the validity of this Resolution in taking the actions to process and approve financing.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Signature:   
By: KAREN BICEBY, CHAIR  
Title: CHAIR

**Exhibit "A"**

**Property Legal Description**

The land referred to is situated in the State of California, County of San Diego, City of Oceanside and described as follows:

APN 160-270-12

and

APN 146-061-03

Lot 18 of San Luis Rey Estates Unit 1 according to Map thereof No. 3907 as file in the Office of the County Recorder of San Diego County on June 11, 1958, located as 3206 Carolyn Circle, Oceanside, California.



**CITY OF OCEANSIDE**  
**OFFICE OF CITY MANAGER**

January 20, 2012

National Community Renaissance of California  
Attn: Richard J. Whittingham, CFO  
9065 Haven Avenue, Suite 100  
Rancho Cucamonga, California 91730

Community Housing Works  
Attn: Anne B. Wilson, Sr. Vice President  
4305 University Avenue, Ste. 550  
San Diego, California 92105

Re: Mission Cove – ENA Extension

Dear Mr. Whittingham and Ms. Wilson:

Pursuant to Section 5 of the Exclusive Negotiating Agreement dated July 6, 2011 between the City of Oceanside, on one hand, and National Community Renaissance of California and Community Housing Works, on the other, the City hereby extends the term of the Agreement for an additional ninety (90) days. The new expiration date is April 1, 2012. Please note that any further time extensions or amendments to the Agreement must be approved by City Council.

Sincerely,

Peter A. Weiss  
City Manager

Cc: Edward A. Hopson, Attorney for National CORE  
Natalie Gubb, Attorney for CHW