



BUILDING - SUSTAINING - LEADING

BRIDGE HOUSING CORPORATION

BRIDGE PROPERTY MAINTENANCE COMPANY

BAY AREA SERVICE SERVICES, INC

BRIDGE ECONOMIC DEVELOPMENT CORPORATION

July 17, 2008

Mr. [REDACTED]

Re: Sale of four vacant parcels on Langstaff Street, Lake Elsinore APNs: 374-071-003, 374-071-004, 374-071-026, 374-071-027

Dear Mr. [REDACTED]

I am pleased to present the following Letter of Intent to purchase the above referenced property.

**Seller:** Mr. [REDACTED]

**Buyer:** BRIDGE Housing Corporation - Southern California or its affiliate ("Buyer")  
9191 Towne Centre Drive, Suite 310  
San Diego, CA 92122

**Property:** Lot in Lake Elsinore, CA, Assessor's Parcel Numbers ("APN") 374-071-003, 374-071-004, 374-071-026, and 371-071-027

**Purchase Price & Terms:** Purchase Price: [REDACTED]

**Purchase and Sale Agreement:** Buyer shall prepare a mutually agreeable Purchase and Sale Agreement embodying the terms and conditions of this Letter of Intent and Buyer shall open escrow

Letter of Intent  
Page 2 of 3

("Escrow") at LandAmerica ("Escrow Holder").

- Deposit:** Twenty five thousand (\$25,000) shall be deposited into Escrow within five (5) business days from mutual execution of a Purchase and Sale Agreement. The Deposit shall be fully refundable to Buyer prior to the expiration of the Physical Inspection Period and the Feasibility Contingency Period. Upon Buyer's removal of the Physical Inspection Contingency and the Feasibility Contingency, the Deposit shall become non-refundable in the event that Buyer defaults in its obligation to purchase the Property. The Deposit shall be retained in Escrow until Closing or termination of the Purchase and Sale Agreement. The Deposit (and all interest accrued) shall be applied toward the Purchase Price at Closing.
- Physical Inspection Period:** Buyer shall have a period of ninety (90) days from execution of a Purchase and Sale Agreement to inspect and approve the physical condition of the Property. Seller shall allow Buyer access to the Property during the term of the Purchase and Sale Agreement to conduct any inspections or investigations Buyer deems prudent and shall deliver to Buyer copies of, or permit Buyer to review and make copies of, any records or reports that Seller may have concerning the condition of the Property.
- Feasibility Contingency:** Buyer shall have a period of ninety (90) days from execution of the Purchase and Sale Agreement ("Feasibility Period") to approve or disapprove the feasibility of developing of the Property including but not limited to Buyer's ability to obtain the necessary financing and governmental approvals for Buyer's proposed development of the Property, and Buyer's ability to acquire certain adjacent property.
- Closing:** The Closing shall occur within thirty (30) days of securing Low Income Housing Tax Credit allocations for the property.
- Closing Costs:** Closing Costs shall be allocated between Buyer and Seller in accordance with custom in Riverside County, as follows: Buyer and Seller shall each pay one-half of escrow fees, Seller shall pay transfer taxes and the cost of standard title coverage, and Buyer shall pay for any extended title coverage and title endorsements requested by Buyer.

Letter of Intent  
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**Exclusivity:** Seller agrees not to market the Property, nor negotiate or discuss any sale, lease or option of the Property or any interest in the Property, during the negotiation of the Purchase and Sale Agreement. Seller and Buyer shall negotiate the Purchase and Sale Agreement in good faith.

**Brokerage Fees:** [REDACTED] represents both Buyer and Seller and shall be paid by Buyer a fee equal to six percent (6%) of purchase price paid outside of escrow. Each party shall defend and indemnify the other from any other claims for commissions or fees arising from such parties dealing with any other broker or agent not specifically listed herein.

This Letter of Intent is meant to be a general outline of the business terms upon which Buyer will buy and Seller will sell the Property. This Letter of Intent shall not be binding on either Buyer or Seller (except for the provisions of the "Exclusivity" section) unless and until both parties execute a binding Purchase and Sale Agreement. If these terms are acceptable to you, then please indicate so by having this Letter of Intent executed by the Seller in the space provided below. The terms and conditions of this Letter of Intent shall be null and void and no longer in effect if this Letter of Intent is not counter-signed and returned to the office of the Buyer prior to the end of business on August 1, 2008.

Sincerely,

BRIDGE Housing

[REDACTED]  
Tony Parker

**AGREED AND ACCEPTED:**

Seller: [REDACTED]

By: [REDACTED]

Title: Owner

Date: 7/25/08

10-17-1998 12:47PM FROM

P.1



BRIDGE HOUSING CORPORATION

BRIDGE HOUSING CORPORATION

BRIDGE PROPERTY MANAGEMENT COMPANY

BAY AREA SENIOR SERVICES, INC.

BRIDGE FOUNDING DEVELOPMENT CORPORATION

July 17, 2008

Mr. [REDACTED]

Re: Sale of Two unit residential property at 312 Langstaff Street, Lake Elsinore APN: 374-071-005

Dear Mr. [REDACTED]

I am pleased to present the following Letter of Intent to purchase the above referenced property.

Seller: [REDACTED]

Buyer: BRIDGE Housing Corporation - Southern California or its affiliate ("Buyer") 9191 Towne Centre Drive, Suite 310 San Diego, CA 92122

Property: Lot in Lake Elsinore, CA, Assessor's Parcel Number ("APN") 374-071-005.

Purchase Price & Terms: Purchase Price: [REDACTED]

Purchase and Sale Agreement: Buyer shall prepare a mutually agreeable Purchase and Sale Agreement embodying the terms and conditions of this Letter of Intent and Buyer shall open escrow ("Escrow") at LandAmerica ("Escrow Holder").

243 MIAR STREET, SUITE 700, SAN FRANCISCO, CA 94102-1677 TEL: 415 499-1311 FAX: 415 495-4898 BRIDGEHOUSING.COM 9191 TOWNE CENTRE DRIVE, SUITE 310, SAN DIEGO, CA 92122-1929 TEL: 619 323-0332 FAX: 619 323-0488 BRIDGE HOUSING IS A HOLDING COMPANY PUBLIC BENEFIT CORPORATION

*Letter of Intent*  
*Page 2 of 3*

- Deposit:** Twenty five thousand (\$25,000) shall be deposited into Escrow within five (5) business days from mutual execution of a Purchase and Sale Agreement. The Deposit shall be fully refundable to Buyer prior to the expiration of the Physical Inspection Period and the Feasibility Contingency Period. Upon Buyer's removal of the Physical Inspection Contingency and the Feasibility Contingency, the Deposit shall become non-refundable in the event that Buyer defaults in its obligation to purchase the Property. The Deposit shall be retained in Escrow until Closing or termination of the Purchase and Sale Agreement. The Deposit (and all interest accrued) shall be applied toward the Purchase Price at Closing.
- Physical Inspection Period:** Buyer shall have a period of ninety (90) days from execution of a Purchase and Sale Agreement to inspect and approve the physical condition of the Property. Seller shall allow Buyer access to the Property during the term of the Purchase and Sale Agreement to conduct any inspections or investigations Buyer deems prudent and shall deliver to Buyer copies of, or permit Buyer to review and make copies of, any records or reports that Seller may have concerning the condition of the Property.
- Feasibility Contingency:** Buyer shall have a period of ninety (90) days from execution of the Purchase and Sale Agreement ("Feasibility Period") to approve or disapprove the feasibility of developing of the Property including but not limited to Buyer's ability to obtain the necessary financing and governmental approvals for Buyer's proposed development of the Property, and Buyer's ability to acquire certain adjacent property.
- Closing:** The Closing shall occur within thirty (30) days of securing Low Income Housing Tax Credit allocations for the property.
- Closing Costs:** Closing Costs shall be allocated between Buyer and Seller in accordance with custom in Riverside County, as follows: Buyer and Seller shall each pay one-half of escrow fees, Seller shall pay transfer taxes and the cost of standard title coverage, and Buyer shall pay for any extended title coverage and title endorsements requested by Buyer.

10-17-1986 12:48PM FROM

P. 3

Letter of Intent  
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**Exclusivity:**

Seller agrees not to market the Property, nor negotiate or discuss any sale, lease or option of the Property or any interest in the Property, during the negotiation of the Purchase and Sale Agreement. Seller and Buyer shall negotiate the Purchase and Sale Agreement in good faith.

**Brokerage Fees:**

~~\_\_\_\_\_~~ represents both Buyer and Seller and shall be paid by Buyer a Commission equal to six percent (6%) of purchase price. Each party shall defend and indemnify the other from any other claims for commissions or fees arising from such parties dealing with any other broker or agent not specifically listed herein.

7-28-08

No broker's Commission will be paid by the sellers.

This Letter of Intent is meant to be a general outline of the business terms upon which Buyer will buy and Seller will sell the Property. This Letter of Intent shall not be binding on either Buyer or Seller (except for the provisions of the "Exclusivity" section) unless and until both parties execute a binding Purchase and Sale Agreement. If these terms are acceptable to you, then please indicate so by having this Letter of Intent executed by the Seller in the space provided below. The terms and conditions of this Letter of Intent shall be null and void and no longer in effect if this Letter of Intent is not counter-signed and returned to the office of the Buyer prior to the end of business on August 1, 2008.

Seller has the option of a 1031 Exchange at no cost or liability to the buyers.

BRIDGE Housing

~~\_\_\_\_\_~~  
Tony Paulin

AGREED AND ACCEPTED:

Seller: ~~\_\_\_\_\_~~

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

Title: owners

Date: July 28, 2008



BRIDGE HOUSING CORPORATION

10000 LA JOLLA VILLAGE DRIVE  
SAN DIEGO, CA 92121

TEL: 619-444-1000 FAX: 619-444-1001

WWW.BRIDGEHOUSING.COM  
E: SALES@BRIDGEHOUSING.COM

July 17, 2008

[REDACTED]  
[REDACTED]  
[REDACTED]  
c/o [REDACTED]  
[REDACTED]

**Re: Sale of three vacant parcels on Riley Street, Lake Elsinore APNs: 374-071-010, 374-071-006, and 374-071-013**

Dear Mr. [REDACTED]

I am pleased to present the following Letter of Intent to purchase the above referenced property.

**Seller:** [REDACTED]

**Buyer:** BRIDGE Housing Corporation – Southern California or its affiliate ("Buyer")  
9191 Towne Centre Drive, Suite 310  
San Diego, CA 92122

**Property:** Lot in Lake Elsinore, CA, Assessor's Parcel Numbers ("APN") 374-071-010, 374-071-006 and 374-071-013

**Purchase Price & Terms:** Purchase Price: [REDACTED]

**Purchase and Sale Agreement:** Buyer shall prepare a mutually agreeable Purchase and Sale Agreement embodying the terms and conditions of this Letter of Intent and Buyer shall open escrow

THIS LETTER OF INTENT IS NOT A CONTRACT. IT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE SELLER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY RECORDS AND DOCUMENTS. THE BUYER SHALL BE RESPONSIBLE FOR PAYING ALL COSTS OF TITLE INSURANCE AND RECORDING. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINANCING. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL APPLICABLE AGENCIES. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL APPLICABLE AGENCIES. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM ALL APPLICABLE AGENCIES.

Letter of Intent  
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**Deposit:**

Twenty five thousand (\$25,000) shall be deposited into Escrow within five (5) business days from mutual execution of a Purchase and Sale Agreement. The Deposit shall be fully refundable to Buyer prior to the expiration of the Physical Inspection Period and the Feasibility Contingency Period. Upon Buyer's removal of the Physical Inspection Contingency and the Feasibility Contingency, the Deposit shall become non-refundable in the event that Buyer defaults in its obligation to purchase the Property. The Deposit shall be retained in Escrow until Closing or termination of the Purchase and Sale Agreement. The Deposit (and all interest accrued) shall be applied toward the Purchase Price at Closing.

**Physical Inspection Period:**

Buyer shall have a period of ninety (90) days from execution of a Purchase and Sale Agreement to inspect and approve the physical condition of the Property. Seller shall allow Buyer access to the Property during the term of the Purchase and Sale Agreement to conduct any inspections or investigations Buyer deems prudent and shall deliver to Buyer copies of, or permit Buyer to review and make copies of, any records or reports that Seller may have concerning the condition of the Property.

**Feasibility Contingency:**

Buyer shall have a period of ninety (90) days from execution of the Purchase and Sale Agreement ("Feasibility Period") to approve or disapprove the feasibility of developing of the Property including but not limited to Buyer's ability to obtain the necessary financing and governmental approvals for Buyer's proposed development of the Property, and Buyer's ability to acquire certain adjacent property.

**Closing:**

The Closing shall occur within thirty (30) days of securing Low Income Housing Tax Credit allocations for the property.

**Closing Costs:**

Closing Costs shall be allocated between Buyer and Seller in accordance with custom in Riverside County, as follows: Buyer and Seller shall each pay one-half of escrow fees, Seller shall pay transfer taxes and the cost of standard title coverage, and Buyer shall pay for any extended title coverage and title endorsements requested by Buyer.

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**Exclusivity:**

Seller agrees not to market the Property, nor negotiate or discuss any sale, lease or option of the Property or any interest in the Property, during the negotiation of the Purchase and Sale Agreement. Seller and Buyer shall negotiate the Purchase and Sale Agreement in good faith.

**Brokerage Fees:**

[REDACTED] represents both Buyer and Seller and shall be paid by Buyer a Commission equal to two percent (2%) of purchase price. Each party shall defend and indemnify the other from any other claims for commissions or fees arising from such parties dealing with any other broker or agent not specifically listed herein.

This Letter of Intent is meant to be a general outline of the business terms upon which Buyer will buy and Seller will sell the Property. This Letter of Intent shall not be binding on either Buyer or Seller (except for the provisions of the "Exclusivity" section) unless and until both parties execute a binding Purchase and Sale Agreement. If these terms are acceptable to you, then please indicate so by having this Letter of Intent executed by the Seller in the space provided below. The terms and conditions of this Letter of Intent shall be null and void and no longer in effect if this Letter of Intent is not counter-signed and returned to the office of the Buyer prior to the end of business on August 1, 2008.

Sincerely,

BRIDGE Housing

[REDACTED]  
Tom Auken

**AGREED AND ACCEPTED:**

Seller: [REDACTED]

By: [REDACTED]

Title: \_\_\_\_\_

Date: July 28, 2008



BUILDING - SUSTAINING - LEADING

BRIDGE HOUSING CORPORATION

August 13, 2008

Balgopal Investments Inc.

[Redacted]  
[Redacted]  
c/o [Redacted]  
[Redacted]

**Re: Sale of two vacant parcels on Riley, APNS 374-071-011 and 374-071-012 in Lake Elsinore, CA**

Dear Sirs:

I am pleased to present the following Letter of Intent to purchase the above referenced properties.

- Seller:** Balgopal Investments Inc.
- Buyer:** BRIDGE Housing Corporation – Southern California or its affiliate (“Buyer”)  
9191 Towne Centre Drive, Suite 310  
San Diego, CA 92122
- Property:** Two vacant lots in Lake Elsinore, CA, Assessor’s Parcel Number (“APN”) 374-073-011 and 374-071-012.
- Purchase Price & Terms:** Purchase Price: [Redacted]
- Purchase and Sale Agreement:** Buyer shall prepare a mutually agreeable Purchase and Sale Agreement embodying the terms and conditions of this Letter of Intent and Buyer shall open escrow (“Escrow”) at LandAmerica (“Escrow Holder”).

- Deposit:** Twenty five thousand (\$25,000) shall be deposited into Escrow within five (5) business days from mutual execution of a Purchase and Sale Agreement. The Deposit shall be fully refundable to Buyer prior to the expiration of the Physical Inspection Period and the Feasibility Contingency Period. Upon Buyer's removal of the Physical Inspection Contingency and the Feasibility Contingency, the Deposit shall become non-refundable in the event that Buyer defaults in its obligation to purchase the Property. The Deposit shall be retained in Escrow until Closing or termination of the Purchase and Sale Agreement. The Deposit (and all interest accrued) shall be applied toward the Purchase Price at Closing.
- Physical Inspection Period:** Buyer shall have a period of ninety (90) days from execution of a Purchase and Sale Agreement to inspect and approve the physical condition of the Property.
- Seller shall allow Buyer access to the Property during the term of the Purchase and Sale Agreement to conduct any inspections or investigations Buyer deems prudent and shall deliver to Buyer copies of, or permit Buyer to review and make copies of, any records or reports that Seller may have concerning the condition of the Property.
- Feasibility Contingency:** Buyer shall have a period of ninety (90) days from execution of the Purchase and Sale Agreement (Feasibility Period") to approve or disapprove the feasibility of developing of the Property including but not limited to Buyer's ability to obtain the necessary financing and governmental approvals for Buyer's proposed development of the Property, and Buyer's ability to acquire certain adjacent property.
- Closing:** The Closing shall occur within thirty (30) days of securing Low Income Housing Tax Credit allocations for the property.
- Closing Costs:** Closing Costs shall be allocated between Buyer and Seller in accordance with custom in Riverside County, as follows: Buyer and Seller shall each pay one-half of escrow fees, Seller shall pay transfer taxes and the cost of standard title coverage, and Buyer shall pay for any

extended title coverage and title endorsements requested by Buyer.

**Exclusivity:**

Seller agrees not to market the Property, nor negotiate or discuss any sale, lease or option of the Property or any interest in the Property, during the negotiation of the Purchase and Sale Agreement. Seller and Buyer shall negotiate the Purchase and Sale Agreement in good faith.

**Brokerage Fees:**

 represents both Buyer and Seller and shall be paid by Buyer a fee to six percent (6%) of purchase price outside of escrow. Each party shall defend and indemnify the other from any other claims for commissions or fees arising from such parties dealing with any other broker or agent not specifically listed herein.

This Letter of Intent is meant to be a general outline of the business terms upon which Buyer will buy and Seller will sell the Property. This Letter of Intent shall not be binding on either Buyer or Seller (except for the provisions of the "Exclusivity" section) unless and until both parties execute a binding Purchase and Sale Agreement. If these terms are acceptable to you, then please indicate so by having this Letter of Intent executed by the Seller in the space provided below. The terms and conditions of this Letter of Intent shall be null and void and no longer in effect if this Letter of Intent is not counter-signed and returned to the office of the Buyer prior to the end of business on August 1, 2008.

Sincerely,

BRIDGE Housing



Tony Pauker

**AGREED AND ACCEPTED:**

Seller: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 11/07)

Date Aug. 1, 2003 at San Diego, California.

1. OFFER: A. THIS IS AN OFFER FROM BRIDGE Housing (Buyer). B. THE REAL PROPERTY TO BE ACQUIRED is described as vacant lot located at 308 N. Langstaff St., Lake Elsinore, CA. Assessor's Parcel No(s) 374-071-007 County of situated in California. C. THE PURCHASE PRICE offered is One hundred thousand Dollars Dollars \$ 100,000.00

D. CLOSE OF ESCROW shall occur on (date) (or 210 Days After Acceptance). 2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2D or 2L is checked below; or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder. A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$ 5000.00 (or ) by Personal Check which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance (or into Broker's trust account), with Escrow Holder, (or into Broker's trust account).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ 5000.00 within 10 Days After Acceptance, or C. FIRST LOAN IN THE AMOUNT OF \$ NEW First Deed of Trust in favor of lender, seller; OR ASSUMPTION of Existing First Deed of Trust; encumbering the Property, securing a note payable at maximum interest of % fixed rate, or % initial adjustable rate with a maximum interest rate of %, balance due in years, amortized over years (OR, if checked, payable in interest-only installments). Payments due monthly, quarterly, semi-annually, annually. Buyer shall pay loan fees/points not to exceed D. ALL CASH OFFER (If checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or 21) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction.

E. ADDITIONAL FINANCING TERMS: \$

F. BALANCE OF PURCHASE PRICE: (not including costs of obtaining loans and other closing costs) in the amount of \$ to be deposited with Escrow Holder within sufficient time to close escrow.

G. PURCHASE PRICE (TOTAL): \$ 100,000.00 H. LOAN APPLICATIONS: Within 7 (or 15) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified above ALL EQUITY.

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2H) shall, within 7 (or ) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.

J. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or ) Days After Acceptance Buyer shall, as specified in paragraph 18, remove the loan contingency or cancel this Agreement, OR (ii) (if checked), loan contingency shall remain in effect until the designated loans are funded.

K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, is NOT) contingent upon the Property appraising at no less than the specified purchase price. If there is a loan contingency, at the time the loan contingency is removed (or, if checked, within 17 (or ) Days After Acceptance), Buyer shall, as specified in paragraph 18, remove the appraisal contingency or cancel this Agreement. If there is no loan contingency, Buyer shall, as specified in paragraph 18, remove the appraisal contingency within 17 (or ) Days After Acceptance.

L. NO LOAN CONTINGENCY (if checked): Obtaining any loan in paragraphs 2C, 2E or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

M. SELLER FINANCING: The following terms (or (if checked) the terms specified in the attached Seller Financing Addendum (C.A.R. Form SFA)) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or 21) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

Buyer's Initials ( ) Seller's Initials ( ) Reviewed by Date



Property Address: 308 N Longstreet

Date: 3/1/08

(2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms. (i) the maximum interest rate specified in paragraph 2C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or \_\_\_\_\_) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

**N. ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 18, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 18B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

3. **POSSESSION AND KEYS:** Possession and occupancy shall be delivered to Buyer at 8 AM/PM,  on the date of Close Of Escrow;  on \_\_\_\_\_; or  no later than \_\_\_\_\_ Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks.

4. **ALLOCATION OF COSTS** (If checked): Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test or service mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified by any such report, inspection, test or service is by the method specified in paragraph 18.

**A. INSPECTIONS AND REPORTS:**

- (1)  Buyer  Seller shall pay to have existing septic or private sewage disposal system, if any, inspected \_\_\_\_\_
- (2)  Buyer  Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal \_\_\_\_\_
- (3)  Buyer  Seller shall pay to have existing wells, if any, tested for water potability and productivity \_\_\_\_\_
- (4)  Buyer  Seller shall pay to have Property corners identified \_\_\_\_\_
- (5)  Buyer  Seller shall pay for a natural hazard zone disclosure report prepared by \_\_\_\_\_
- (6)  Buyer  Seller shall pay for the following inspection or report \_\_\_\_\_
- (7)  Buyer  Seller shall pay for the following inspection or report \_\_\_\_\_

**B. ESCROW AND TITLE:**

- (1)  Buyer  Seller shall pay escrow fee split 50/50  
Escrow Holder shall be \_\_\_\_\_
- (2)  Buyer  Seller shall pay for owner's title insurance policy specified in paragraph 14  
Owner's title policy to be issued by \_\_\_\_\_  
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

**C. OTHER COSTS:**

- (1)  Buyer  Seller shall pay County transfer tax or transfer fee \_\_\_\_\_
- (2)  Buyer  Seller shall pay City transfer tax or transfer fee \_\_\_\_\_
- (3)  Buyer  Seller shall pay HOA transfer fees \_\_\_\_\_
- (4)  Buyer  Seller shall pay HOA document preparation fees \_\_\_\_\_
- (5)  Buyer  Seller shall pay for \_\_\_\_\_
- (6)  Buyer  Seller shall pay for \_\_\_\_\_

**5. STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:**

**A. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 18, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

**B. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

Buyer's Initials [Redacted]  
Seller's Initials \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 308 N. Langstaff Date: 8/1/08

**6. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:**

- A. Within the time specified in paragraph 18, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
  - (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
  - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
  - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
  - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
  - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
  - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
  - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
  - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
  - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property
  - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property
  - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
  - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
  - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements
  - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 18 Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 18, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit
- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 18, Seller shall (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

**7. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**

- A. **SELLER HAS:** 7 (or \_\_\_\_\_) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.
- B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 (or \_\_\_\_\_) Days After Acceptance to request from the HOA (C.A.R. Form HOA), (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements (collectively, "CI Disclosures"). Seller shall itemize and deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement, as specified in paragraph 18

**3. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware. Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

~~**CHANGES DURING ESCROW:**~~

- ~~A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 18: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.~~
- ~~B. At least 7 (or \_\_\_\_\_) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.~~

**10. CONDITIONS AFFECTING PROPERTY:**

- A. Unless otherwise agreed: (i) the Property is sold (a) in its **PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer Investigation rights;** and (ii) the Property is to be maintained in substantially the same condition as on the date of Acceptance.
- B.  (If checked) All debris and personal property not included in the sale shall be removed by Close Of Escrow.
- C. **SELLER SHALL, within the time specified in paragraph 18, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.**
- D. **NOTE TO BUYER: You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- E. **NOTE TO SELLER: Buyer has the right to inspect the Property and, as specified in paragraph 18, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make repairs or take other action.**

Buyer's Initials	
Seller's Initials	
Reviewed by	



Property: 500 N Langstaff

Date: 5/1/08

**11. ITEMS INCLUDED AND EXCLUDED:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items:

- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.

**C. ITEMS EXCLUDED FROM SALE:**

**12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

**A.** Buyer's acceptance of the condition of, and any other matter affecting the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 18. Within the time specified in paragraph 18, Buyer shall have the right, at Buyer's expense, unless otherwise agreed, to conduct inspections, investigations, tests, surveys, and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified below. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector, or government employee, unless required by Law.

**B.** Buyer shall complete Buyer Investigations and, as specified in paragraph 18, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make Property available for all Buyer Investigations. If the following have already been connected and available, Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

**BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 12, UNLESS OTHERWISE AGREED IN WRITING.**

**C. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

**D. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)

**E. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

**F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.

**G. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

**H. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

**I. PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.

**J. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wire, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer's Initials ( ) ( )  
Seller's Initials ( ) ( )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property: 308 N. Langstret

Date: 5/1/08

- K. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- L. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Meilo-Roos Community Facilities Act or Improvement Bond Act of 1915.
- M. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- N. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

13. **BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep the Property free and clear of liens; (ii) Repair all damage arising from Buyer Investigations, and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

14. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18.
  - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
  - C. Within the time specified in paragraph 18, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
  - D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
  - E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

15. **SALE OF BUYER'S PROPERTY:**

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

16. **MANUFACTURED HOME PURCHASE** (If checked): The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement. (OR, if checked, this contingency shall remain in effect until the Close Of Escrow of the Property).

17. **CONSTRUCTION LOAN FINANCING** (If checked): The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will not be used to finance the Property. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement (or, if Checked, this contingency shall remain in effect until Close Of Escrow of the Property).

18. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form CR).

- A. **SELLER HAS: 7 (or \_\_\_\_\_) Days** After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 2N, 4, 5A, 6, 7A, 10C and 14.
- B. (1) **BUYER HAS: 17 (or \_\_\_\_\_) Days** After Acceptance, unless otherwise agreed, in writing, to complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property).
- (2) Within the time specified in 18B(1), Buyer may request that Seller make Repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
- (3) By the end of the time specified in 18B(1) (or 2J for loan contingency; 2K for appraisal contingency; 16 for manufactured home purchase; and 17 for constructive home financing), Buyer shall remove, in writing, the applicable contingency (C.A.R. Form CR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 18A, then Buyer has 5 (or \_\_\_\_\_) Days after receipt of any such items, or the time specified in 18B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; (ii) Common Interest Disclosures pursuant to paragraph 7B; (iii) subsequent or amended disclosure pursuant to paragraph 8; and (iv) Proposed Changes pursuant to paragraph 9.

C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel: Buyer Contingencies:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow in time may be a breach of this Agreement.

Buyer's Initials ( )  
 Seller's Initials ( )  
 Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property: 308 N Langstaff

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- (2) **Continuation of Contingency:** Even after the expiration of the time specified in 18B, Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 18C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 18C(1).
- (3) **Seller right to Cancel: Buyer Contract Obligations:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2H; (iv) if Buyer fails to provide verification as required by 2D or 2I or supporting documentation pursuant to 2M; or (v) if Seller reasonably disapproves of the verification provided by 2D or 2I or the credit report or supporting documentation pursuant to 2M. **Seller is not required to give Buyer a Notice to Perform regarding Close Of Escrow.**
- (4) **Notice To Buyer To Perform:** The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 24 (or \_\_\_\_\_) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an 18C(3) obligation.

**D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

**E. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written NOTICE OF CANCELLATION pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.**

**19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or \_\_\_\_\_) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 10A; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement.

**20. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

**21. LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. **Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.**

Buyer's Initials <u>TP</u>	Seller's Initials <u>/</u>
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**22. DISPUTE RESOLUTION:**

**A. MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 22B(2) and (3) below apply to mediation whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

**B. ARBITRATION OF DISPUTES:** (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 22B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

(3) **BROKERS:** Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, consistent with 22A and B, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

Buyer's Initials ( \_\_\_\_\_ )  
 Seller's Initials ( \_\_\_\_\_ )  
 Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property: 308 N Langstart

Date: 3/4/05

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials [Signature] Seller's Initials [Signature]

- 23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. The Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
24. WITHHOLDING TAXES: Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AB).
25. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM: If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
26. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.
27. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
28. SELECTION OF SERVICE PROVIDERS: If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
29. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
30. OTHER TERMS AND CONDITIONS, including attached supplements:
Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers: )
Seller shall provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. form VLQ) within the time specified in paragraph 18A
31. DEFINITIONS: As used in this Agreement.
A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and that acceptance is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
B. "Agreement" means the terms and conditions of this accepted Vacant Land Purchase Agreement and any accepted counter offers and addenda.
C. "C.A.R. Form" means the specific form referenced, or another comparable form agreed to by the parties.
D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
F. "Days" means calendar days, unless otherwise required by Law.
G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.

Buyer's Initials ( [Signature] )
Seller's Initials ( [Signature] )
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property: 308 N Lyngstaff

Date: 2/1/08

- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either one to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Notice to Buyer to Perform" means a document (C.A.R. Form NBP), which shall be in writing and signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 18C(4)) to remove a contingency or perform as applicable.
- L. "Repairs" means any repairs, alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- N. Singular and Plural terms each include the other, when appropriate.

**32. AGENCY:**

- A. **POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-broker agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent \_\_\_\_\_ (Print Firm Name)  
 is the agent of (check one):  the Seller exclusively; or  both the Buyer and Seller.  
 Selling Agent \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent)  
 is the agent of (check one):  the Buyer exclusively;  the Seller exclusively; or  both the Buyer and Seller.  
 Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

**33. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 2, 4, 14, 15B, 16, 17, 18E, 23, 24, 29, 30, 31, 33, 35, 38A, 39 and paragraph D of the section titled Real Estate Brokers on page 9. If a Copy of the separate compensation agreement(s) provided for in paragraph 35 or 38A, or paragraph D of the section titled Real Estate Brokers on page 9 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of the Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or \_\_\_\_\_). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraphs 35, 38A and paragraph D of the section titled Real Estate Brokers on page 9. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 35 and 38A, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow, or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

**34. SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

**35. BROKER COMPENSATION FROM BUYER:** If applicable, upon Close Of Escrow, Buyer agrees to pay compensation to Broker as specified in a separate written agreement between Buyer and Broker.

**36. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

Buyer's Initials ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property: 300 N Langstait

Date: 3/1/05

37. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer or by who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, by (date), at AM/PM).

Date BUYER By Print Name Title Address Date BUYER By Print Name Title Address

38. BROKER COMPENSATION FROM SELLER:

- A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.
B. If escrow does not close, compensation is payable as specified in that separate written agreement.

39. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer. (If checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED

Date SELLER By Print Name Title Address Date SELLER By Print Name Title Address

Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) at AM/PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 32.
C. If specified in paragraph 2A, Agent who submitted offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) The amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the Property is offered for sale or a reciprocal MLS or PDS; or (if checked) (ii) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker.

Real Estate Broker (Selling Firm) By Address Telephone Fax City E-mail DRE Lic. # Date State Zip

Real Estate Broker (Listing Firm) By Address Telephone Fax City E-mail DRE Lic. # Date State Zip

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ counter offer numbers and and agrees to act as Escrow Holder subject to paragraph 33 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is

Escrow Holder By Address Phone/Fax/E-mail Escrow # Date

REJECTION OF OFFER: No counter offer is being made. This offer was reviewed and rejected by Seller on (Seller's Initials) (Date)

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

REALTOR® REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Reviewed by Date





August 12, 2008

U.S. Department of Housing and Urban Development

**RE: General Plan compliance letter for Assessor Parcel Numbers:  
374-071-003, 004, 005, 006, 007, 010, 011, 012, 013, 014, 026, 027,  
374-072-018, 020, 022, 028, 030, 032, 034 & 036.**

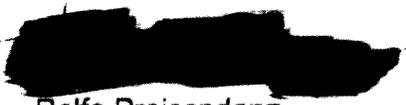
To Whom It May Concern:

This letter shall serve as confirmation of the General Plan Land Use Designation and Zoning for the above referenced parcels. The Land Use Designation, per the General Plan, is High Density Residential (HD) and the zoning is High Density Residential (HD)—which will allow for the development of up to twenty-four (24) dwelling units per acre.

It is important to note that the properties are located within the Historic Downtown Overlay. The development standards for the above referenced parcels are found in Chapter 3, Areas 5, 6 and 7, of the Historic Elsinore Architectural Design Standards and in Chapter 17.28, High Density Residential (R3) of the Lake Elsinore Municipal Code.

Please feel free to contact me at (951) 674-3124, extension 223 or via e-mail at [rpreisendanz@lake-elsinore.org](mailto:rpreisendanz@lake-elsinore.org) for any additional questions.

Sincerely,

  
Rolfe Preisendanz,  
Director of Community Development

951.674.3124

170 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKEELSINORE.ORG

**Narrative Exhibit Title Page**

- A. Narrative Exhibit Section E: Rating Factor 4 – Program Administration and Fiscal Management**
- B. City of Lake Elsinore**
- C. LakeElsinoreCANarrativeSectionE.doc**

## **Rating Factor 4 – Program Administration and Fiscal Management**

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### **Statement of Findings or Material Weaknesses**

No Findings or Material Weaknesses have been found by HUD or other federal or state agencies.

### **Program Schedule**

The Pottery Court program schedule, included as Attachment Section H, has been developed based on BRIDGE Housing's experience with recently completed developments and input from the City of Lake Elsinore Planning and Building Departments.

BRIDGE has extensive experience building similar affordable housing communities in Southern California and has used actual development timeframes to develop the Pottery Court schedule. Additionally, staff members from the City's Planning and Building Departments have provided detailed information on the timeframes required to review and approve the appropriate Planning and Building applications for the proposed development.

There are no existing court orders or litigation matters in place which will affect the timeliness of the proposed schedule. The City of Lake Elsinore is prepared to move forward with the Pottery Court development.

### **Development, Financial, and Fiscal Management**

The City of Lake Elsinore and BRIDGE Housing Corporation have formed a public/private partnership in which each organization has specific responsibilities associated with the Pottery Court development.

In this partnership, the City of Lake Elsinore is responsible for managing general administration of the HOPE VI Main Street Grant activities and reporting, accounting and distribution of the Grant, and government procurement activities. As the recipient of the HOPE VI funds, the City will assign the overall management and distribution of funds to the Redevelopment Agency. The RDA is equipped with a full time Project Manager and Treasurer who will monitor the use of the funds, accounting, and other related administrative responsibilities. RDA staff reports to the Agency Board and will present weekly status reports to the Board regarding administration of the grant.

As the developer of Pottery Court, BRIDGE will be responsible for managing construction activities and leveraging financial resources. [REDACTED] will be assigned as the Project Manager of Pottery Court and will be responsible for the overall development of Pottery Court. [REDACTED] is highly experienced in developing financing plans and leveraging financial resources. Her responsibilities will include obtaining all project financing, including the successful allocation of competitive 9% Tax Credits and City and County funds. [REDACTED] will also be responsible for assembling and managing the project team, including the general contractor, architect (KTYG Group, Inc.), and all other consultants. [REDACTED] will work with BRIDGE's in-house Construction Manager to oversee the construction process.

### **Tracking and Reporting**

The Logic Model provided in Attachment Section P describes how HUD's goal to promote decent affordable housing (Goal B.1) will be achieved through the development of Pottery Court. In order to measure progress towards this goal, the City proposes to use monthly construction logs created by the general contractor. The construction logs will provide information on the status of the affordable housing units throughout the construction period.

RDA staff will transfer the data found in the construction logs onto a City database. RDA staff proposes to create the database using Microsoft Excel, or similar computer program. RDA staff currently uses personal computers (PC) readily equipped with Internet access.



August 14, 2008

U.S. Department of Housing and Urban Development  
451 Seventh Street, SW., Room 4130,  
Washington, DC 20410-5000

Dear U.S. HUD Official,

The City certifies that the City has the legal authority to perform the proposed and the required activities of the HUD HOPE VI Main Street Grant program. The City intends to develop a 90-unit affordable housing community which will serve low and very-low income residents of Lake Elsinore and the surrounding community.

The proposed development is located at the southwest corner of Pottery Street and Riley Street and will include three Riverside County Flood Control and Water Conservation District-owned parcels within the project boundary. The City has initiated discussions with the District regarding the ultimate status of the District-owned parcels, which are currently proposed for parking and related landscaping uses.

Thank you.

Sincerely,

A large black rectangular redaction covers the signature of the City Manager.

City Manager  
(951) 674-3124

List all funds and in-kind services that you are including as resources that have been, or will be, applied to your Main Street Area rejuvenation effort, other than those listed for application to Match. Each Match resource must be backed up by a letter demonstrating firm commitment.

## Main Street Area Rejuvenation Effort Leverage Resources

Source of Leverage	Resource Contact	Resource Phone	Dollar Value	Cash or In-Kind Svc.	Leverage Period More than 2 Years (Y/N)
1	Redevelopment Agency of City of Lake Elsinore	[REDACTED]	\$ [REDACTED]	Cash	
2	U.S. EDA	[REDACTED]	\$ [REDACTED]	Cash	
3	Redevelopment Agency of City of Lake Elsinore	[REDACTED]	\$ [REDACTED]	Cash	
4	Redevelopment Agency of City of Lake Elsinore	[REDACTED]	\$ [REDACTED]	Cash	
5	Redevelopment Agency of City of Lake Elsinore	[REDACTED]	\$ [REDACTED]	Cash	
6			\$ [REDACTED]	Cash	
7			\$ [REDACTED]	Cash	
8					
9					
10					
11					
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13					
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16					
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18					
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21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
			\$ [REDACTED]		



August 14, 2008

U.S. Department of Housing and Urban Development  
451 Seventh Street, SW., Room 4130,  
Washington, DC 20410-5000

Dear U.S. HUD Official,

Over the past twenty (20) years, the City of Lake Elsinore and its Redevelopment Agency have actively pursued the redevelopment and revitalization of the Main Street Area, which encompasses the Historic Downtown Overlay District. Prior to 1988, downtown Lake Elsinore was fading. The vacancy rate was high and Main Street businesses were in serious decline. Crime was a problem downtown and citizens felt unsafe there at night. Today, with the assistance of the Redevelopment Agency, Historic Downtown Lake Elsinore is growing with great new restaurants, antique and boutique shopping, successful businesses, and professional services. The Historic '20s architecture has been renovated and preserved, along with new landscaping, streets, sidewalks, curbs and gutters, street trees, brick planters, public parking lots, period lighting and sidewalk bollards and sign posts. In fact, the Redevelopment Agency spent \$487,371.08 on the aforementioned Main Street improvements. Additionally, the Redevelopment Agency funded downtown street improvements in 1994 totaling \$388,129.36. Beyond RDA investments, area business owners have taken advantage of RDA loans, leveraged with private financing, to install new storefront awnings and signs. The night scene is thriving and visitors downtown feel safer, but there is still room for much more improvement.

The City and RDA are continuing to invest a significant amount of resources into the revitalization of Downtown. The Redevelopment Agency is in the process of designing and developing a \$5.34 million, 13,200 square foot business incubator facility on Main Street. \$2.623 million of the business incubator project will be financed by the U.S. EDA pending their award of the funds, but the remaining [REDACTED] is committed in cash from the Redevelopment Agency to act as a local matching share. In addition to the business incubator project, the Redevelopment Agency allocated [REDACTED] in cash toward the development of a Downtown Master Plan. In fact, the Redevelopment Agency recently issued a Request For Proposals (RFP) to solicit consultants to assist with the development of a comprehensive Downtown Master Plan for the Main Street area, which will include market studies, design guidelines, implementation plans, and many other important documents to guide the future of the area.

Please contact me, or [REDACTED], if there are any further questions.

Sincerely,

[REDACTED SIGNATURE]

[REDACTED], CPA

Director of Administrative Services and Treasurer of the Redevelopment Agency

(951) 674-3124

mpressey@lake-elsinore.org

951.674.3124

150 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKEELSINORE.ORG



**IT IS RECOMMENDED THAT YOU PRINT THESE INSTRUCTIONS BEFORE CONTINUING**

**NOTE: The eLogic Model™ is built on a Microsoft Excel™ platform and therefore follows all the conventions of Excel™. In this context, the eLogic Model™ is also referred to as the "Workbook" and individual screens which are accessed by the 12 Tabs at the bottom of the eLogic Model™ or Workbook are referred to as "Worksheets."**

It may be helpful to print out a copy of the instructions and have them on hand while creating your eLogic Model™. The printed instructions may not look exactly as displayed on your screen. To print any of the 12 Worksheets, click on the Tab for the Worksheet you want to access and then use your print function (usually File | Print).

**Do not modify or change the integrity of the Workbook by adding additional Tabs or Worksheets. The instructions provided here will meet your needs. When saving your Workbook, save it in the Excel format. Do not convert it into PDF.**

**SECURITY AND THE USE OF "MACROS"**

The 2008 HUD eLogic Model™ when downloaded and opened may prompt a "Macro" alert on your screen. "Macros" are a form of programming used in Excel to enable additional functionality. You will need to "enable" the "Macros" to use all functions on your eLogic Model™. After submission of your eLogic Model™ award application, you may reset your security levels to their original settings. Depending on your version of Excel™, there are several steps you must take in order to use the eLogic Model™. A description is provided below for the three most common versions of Excel™ in use today, one of which is probably installed on your computer.

**NOTE:** If you do not enable the "Macros", your eLogic Model™ will not function properly. If you are working in a network, and you cannot control your desktop settings, contact your system administrator for support. Some of you may already be very familiar with Macros. If you are not, here are some easy step-by-step instructions for you to follow to enable the Macros.

**Excel™ 2003** - There are four levels of security regarding the use of "Macros": Very High, High, Medium, and Low. If upon opening the eLogic Model™ the dialog box states that you must change your Security setting to enable "Macros", your security settings are either set to Very High or High and you must take the following steps: Go to the toolbar at the top of the screen and click on "Tools". Then click "Options" and then click the tab labeled "Security" located on the top right of the window. At the bottom right of the window, click the button that says "Macro Security" and select Medium as your setting. Click "OK" and then click "OK" in the Options window. Close your eLogic Model™. Re-open your eLogic Model™. You will now receive a dialog box with the message "Security Warning". Click on the button at the bottom that says "Enable Macros". Your eLogic Model™ will open and be fully functional.

If upon opening the eLogic Model™ the dialog box gives you an option to enable "Macros" at that moment, it means that Security is set to Medium. All you need to do is to click the button at the bottom of the dialog box that says "Enable Macros". Your eLogic Model™ will open and be fully functional.

If upon opening the eLogic Model™ there is no dialog box, your Security setting is set on "Low" and your Macros are already enabled. No additional step is needed.

**Excel™ 2000** - There are three levels of security regarding the use of "Macros": High, Medium, and Low. The High security setting automatically disables most Macros and does not alert you to the action. If, when entering Services/Activities in Column 3, or Outcomes in Column 5, you select "other," the word "other" appears and remains in the cell, the Macro is not functioning. Save and close changes you have made thus far. Then from the menu, select "Tools," "Macro," "Security". A dialog box will open. Click on the "Security" TAB and select "Medium," then click "OK." Reopen your eLogic Model™. A dialog box will open. Select "Enable Macros". Your eLogic Model™ will open and be fully functional.

If your copy of Excel is already set to "Medium" security, the enable Macros dialog box will appear and you can proceed as above.

The low security setting automatically enables all Macros and you will not receive any message. The eLogic Model™ will open and be fully functional.

**Excel™ 1997** - If you are using this version of Excel, please contact HUD's NOFA Information Center for assistance at (800) HUD-8929. Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at (800) 877-8339. The NOFA Information Center is open between the hours of 10 a.m. and 6:30 p.m. Eastern Time, Monday through Friday, except federal holidays.

#### **eLOGIC MODEL™ 2008 SPECIAL FEATURES**

The 2008 eLogic Model™ has been updated with several new features:

##### **Year-to-Date (YTD) Column**

For both **Column 4 "Measure"**, which relates to **Column 3 "Service or Activities/Output"** and **Column 6 "Measure"**, which relates to **Column 5, "Outcome"**, there is a field labeled "YTD" which stands for "Year-to-Date." The "YTD" column allows you to view your actual accomplishments during a reporting period as well as the cumulative totals over the course of each year of the award.

When you receive your HUD approved eLogic Model™, your approved projections entered in the "Pre" fields in **Column 4** and the "Pre" fields in **Column 6**, will be locked. The "Post" and "YTD" fields will be opened for reporting purposes. When reporting, enter Year1 accomplishments utilizing the Year1 Tab, Year 2 accomplishments utilizing the Year2 Tab, and Year3 accomplishments utilizing the Year3 Tab. Use the Total Tab for your final report. If you have a one year award you only need to complete Year1 for your final report. If you have a two year award use Year1, Year2, and Total Worksheets for your report. If you have a three year award use Year1, Year2, Year3 and Total Worksheets for your report. Please make sure that the totals entered on the Total Worksheet match the totals provided each reporting period.

In each reporting period, enter your non-cumulative accomplishments under the column labeled "Post". The "YTD" column should be used to enter your cumulative accomplishments for each year of your award.

##### **Reporting Services/Activities – Column 4**

When reporting the first quarter Services/Activities in **Year1**, enter your first quarter accomplishments in the "Post" column and the cumulative accomplishments in the "YTD" column. For the first quarter reporting, the numbers or dates will be the same in both columns. For the second quarter of Year1 reporting, you will enter the non-cumulative second quarter results (the accomplishments that actually occurred in the second quarter independent of the previous quarter) in the "Post" column. In the "YTD" column, you will enter the cumulative total of both the first and second quarter accomplishments. Follow this same process for all quarters in Year1.

When reporting the first quarter Services/Activities in **Year2**, enter your first quarter accomplishments of Year2 non-cumulative in the "Post" column and the cumulative accomplishment of Year2 in the "YTD" column. For the first quarter reporting the numbers or dates will be the same in both columns. For the second quarter of Year2 reporting, you will enter the non-cumulative second quarter results (the accomplishments that actually occurred in the second quarter independent of the previous quarter) of the Year2 in the "Post" column. In the "YTD" column, you will enter the cumulative total of both the first and second quarter accomplishments for Year2. Follow these instructions for all quarters in Year2.

When reporting the first quarter Services/Activities in **Year3**, enter your first quarter accomplishments of Year3 non-cumulative in the "Post" column and the cumulative accomplishment of Year3 in the "YTD" column. For the first quarter reporting the numbers or dates will be the same in both columns. For the second quarter of Year3 reporting, you will enter the non-cumulative second quarter results (the accomplishments that actually occurred in the second quarter independent of the previous quarter) of the Year3 in the "Post" column. In the "YTD" column you will enter the cumulative total of both the first and second quarter of accomplishments for Year3. Follow these instructions for all quarters in Year3.

### Reporting Outcomes – Column 6

When reporting the first quarter Outcomes in **Year1**, enter your first quarter accomplishments in the "Post" column and the cumulative accomplishments in the "YTD" column. For the first quarter reporting, the numbers or dates will be the same in both columns. For the second quarter of Year1 reporting, you will enter the non-cumulative second quarter results (the accomplishments that actually occurred in the second quarter independent of the previous quarter) in the "Post" column. In the "YTD" column, you will enter the cumulative total of both the first and second quarter accomplishments. Follow this same process for all quarters in Year1.

When reporting the first quarter Outcomes in **Year2**, enter your first quarter accomplishments of Year2 non-cumulative in the "Post" column and the cumulative accomplishment of Year2 in the "YTD" column. For the first quarter reporting the numbers or dates will be the same in both columns. For the second quarter of Year2 reporting, you will enter the non-cumulative second quarter results (the accomplishments that actually occurred in the second quarter independent of the previous quarter) of the Year2 in the "Post" column. In the "YTD" column, you will enter the cumulative total of both the first and second quarter accomplishments for Year2. Follow these instructions for all quarters in Year2.

When reporting the first quarter Outcomes in **Year3**, enter your first quarter accomplishments of Year3 non-cumulative in the "Post" column and the cumulative accomplishment of Year3 in the "YTD" column. For the first quarter reporting the numbers or dates will be the same in both columns. For the second quarter of Year3 reporting, you will enter the non-cumulative second quarter results (the accomplishments that actually occurred in the second quarter independent of the previous quarter) of the Year3 in the "Post" column. In the "YTD" column you will enter the cumulative total of both the first and second quarter of accomplishments for Year3. Follow these instructions for all quarters in year Year3.

Similarly, if you are reporting on a semi-annual basis, you would be following the same procedures as above but entering your 1st semi-annual report in the "Post" column for Year1 (the accomplishments that actually occurred in the first semi-annual reporting period). In the "YTD" column you would enter the cumulative total for the reporting period. For the first semi-annual report the numbers or dates will be the same in both columns. For the 2nd semi-annual report in Year1, you will enter the non-cumulative reporting period results (the accomplishments that actually occurred in the second quarter independent of the previous reporting period) in the "Post" column. In the "YTD" column, you will enter the cumulative total of both the first and second semi-annual report.

When reporting the first semi-annual report for Year2, enter your non-cumulative accomplishments achieved during the first semi-annual reporting period for Year 2 in the "Post" column. In the "YTD" column you will enter the cumulative accomplishments for the first semi-annual reporting period in Year2. For the 1st semi-annual reporting period in Year2, the numbers or dates will be the same in both columns. For the 2nd semi-annual reporting period in Year2, in the "Post" column enter the non-cumulative accomplishments achieved during the 2nd semi-annual reporting period in Year2. In the "YTD" column, enter the cumulative accomplishments achieved during the 1st and 2nd semi-annual reporting period. Follow these instructions for all semi-annual reporting periods for your award.

### Total Worksheet

The "Total" Worksheet should be used to capture the total accomplishments for Services/Activities and Outcomes. Grantees with a one year award do not need to complete the Total Worksheet, as the results will be the same as entered on the Year1 Worksheet. Grantees with multi-year awards should follow these instructions:

The "Total" Worksheet is a running total of all Services/Activities and Outcomes also referred to as accomplishments. You will only use the YTD Column in the Total Worksheet.

Starting with Year2, on the "Total" Worksheet, for the 1st quarterly report for each activity, enter in the "YTD" column the cumulative total of service/activities achieved during Year1 and the 1st quarter of Year2. The total service/activities for Year1 activities can be found in the "YTD" column of the last quarterly report for activities (Column 4).

Starting with Year3, on the "Total" Worksheet, for the 1st quarterly report for each activity, enter in the "YTD" column the cumulative total of service/activities achieved during Year2 and the 1st quarter of Year3. The total service/activities for Year2 activities can be found in the "YTD" column of the last quarterly report for activities (Column 4).

Starting with Year2, on the "Total" Worksheet, for the 1st quarterly report for each activity, enter in the "YTD" column the cumulative total of outcomes achieved during Year1 and the 1st quarter of Year2. The total outcomes for Year1 activities can be found in the "YTD" column of the last quarterly report for activities (Column 4).

Starting with Year3, on the "Total" Worksheet, for the 1st quarterly report for each activity, enter in the "YTD" column the cumulative total of outcomes achieved during Year2 and the 1st quarter of Year3. The total outcomes for Year2 activities can be found in the "YTD" column of the last quarterly report for activities (Column 4).

The procedures for semi-annual reporting on the "Total" Worksheet should use the same procedures; however, as with the Year1, Year2 and Year3 Worksheets, the "Total" Worksheet for grantees reporting on a semi-annual basis will show semi-annual reporting totals rather than quarterly reporting totals.

#### **Project Type**

Immediately below "Project Name," there is a field for "Project Type." Project Type describes the type of project you are doing, e.g. technical assistance, counseling, housing group home, independent living, homeownership, transitional housing, supportive housing, or economic development. See the program NOFA for specific instructions. If the program NOFA does not have specific instructions, leave this field blank.

#### **Construction Type**

Immediately below "Project Type" is a field for "Construction Type." Construction Type describes the type of Construction you are doing, e.g. new construction, rehabilitation, acquisition, or mixed use development. See the program NOFA for specific instructions. If the program NOFA does not have specific instructions, leave this field blank.

#### **Designation of HUD Policy Priorities in the Service/Activity and Outcome Drop-down Listings.**

HUD is keenly interested in the achievement of its Goals and Policy Priorities, particularly by applicants that have been awarded points during the competitive funding process for demonstrating in the application that they will carry out Policy Priority related services/activities and achieve specific outcomes. In the FY 2008 eLogic Model™, the services/activities and outcomes related to HUD's Policy Priorities have been tagged as Policy Priority items. HUD believes that this will enable the Department to better quantify specific achievements related to these Policy Priorities by grantee as well as by HUD program.

#### **Response to Management Questions**

The Management Questions are located in the Reporting Tab and Evaluation Tab. The Reporting Tab is the actual place where you will report. The Evaluation Tab describes the evaluation process using the Management Questions. Each program has different Management Questions that are applicable to that program only. The Management Questions contained in the eLogic Model™ ask key questions related to all activities and outcomes in the drop-down listings in the eLogic Model™ template for each HUD program. Applicants are required to report on the Management Questions which relate to the specific activities and outcomes that are in their HUD approved eLogic Models™. HUD will use the approved eLogic Model™ for monitoring accountability throughout the project. The activities and outcomes identified in your approved eLogic Model™, and resultant data reported in your eLogic Model™ over the award performance period should enable you to address most or all of the Management Questions reflective of your project. The data collected during the course of your work and captured in the eLogic Model™ will also be useful to you in evaluating the effectiveness of your program. For eLogic Model™ Training via webcast, consult the webcast schedule found at HUD's website at: <http://www.hud.gov/offices/adm/grants/fundsavail.cfm>. If you have any questions regarding reporting requirements, please contact your HUD program representative.

For 2008, HUD has converted the Management Questions from narrative responses to data-driven responses. When responding to the Management Questions in the Worksheet labeled "Reporting", enter the responses to the Management Questions by using the fields labeled "Count/Amount", and the text box when answering the last Management Question.

This ends the 2008 Special Features Highlights section. The following are the full detailed instructions for completing the eLogic Model™.

## INSTRUCTIONS FOR COMPLETING THE eLOGIC MODEL™

### Background

The eLogic Model™ forms (4 copies: Year1 Year2 Year3 and Total) are contained within this Excel™ Workbook. The Workbook has 12 separate Worksheets and each Worksheet is identified by a Tab at the bottom of the page. If you cannot see all the Tabs, be sure to maximize your Workbook by clicking the middle button in the top right corner of the Workbook to expand your window or move your bottom scroll bar so all the Tabs appear. Usually this situation does not occur. If it does, the Reporting Tab and the Evaluation Tab may be hidden until you follow the above procedure. The Worksheet(s) labeled "Year1 Year2 Year3 and Total" contain the actual form that you should complete. The other Worksheet(s) provide supportive and reporting information. The Tabs are:

Instructions	} 12 - Worksheets
Year1	
Year2	
Year3	
Total	
GoalsPriorities	
Needs	
Services	
Outcomes	
Tools	
Reporting	
Evaluation	

### ACCESSING THE eLOGIC MODEL™

Select the Tab labeled "Year1." This is the first copy of the eLogic Model™ form. The additional copies of the form labeled Year2, Year3 and Total are used for a multiple year award to specify Services/Activities and Outcomes by year for each year of the proposed program. Year2 for example, would contain Services/Activities and Outcomes projected for the second year ONLY (not a cumulative total for Year1 and Year2, etc.). Applicants applying for a multiple year award must complete a Worksheet for each year of performance. The "Total" Worksheet should be used to show the cumulative accomplishments achieved for all Services/Activities and Outcomes for all years covered by the award. The "Total" worksheet must reflect the sum of all years of the award. For example, a two-year award would include the Worksheets showing all Services/Activities and Outcomes for Year1, all Services/Activities and Outcomes for year Year2 and the "Total" Worksheet showing the cumulative totals for all Services/Activities and Outcomes for both Year1 and Year2. A three-year award would include the Worksheets showing all Services/Activities and Outcomes for Year1, all Services/Activities and Outcomes for year Year2, all Services/Activities and Outcomes for year Year3, and the "Total" Worksheet showing the cumulative totals for all Services/Activities and Outcomes for Year1, Year2, Year 3. A one-year award would include ONLY Year1. A Total Worksheet is not required for a one year award.

**NOTE: Each cell of the Worksheet is "lock protected" so you can only make entries in cells that are for input as directed by these instructions.**

To complete the eLogic Model™ form, in the first row there is a label, "Applicant Name", cell [E1]. Enter the name of the applicant organization applying for funding. Enter the Applicant Name exactly as it appears in box 8a of the SF-424. Once you have entered your "Applicant Name" in the Worksheets labeled Year1, the Year2, Year3, and Total, Worksheets will automatically populate the same information.

In the second row there is a label, "Project Name." Enter the name of your project in cell [E2]. Use exactly the same name as you did on box 15 of the form SF-424. If you are submitting multiple applications under the same applicant name for the same HUD program, you must include a project name that can distinguish between the two applications and logic models submitted, e.g. HBCU-Dillard-Affordable Housing15, HBCU-Dillard-Affordable Housing16. If the project name is not known at time of application, then insert TBD1, TBD2, etc. e.g. HBCU-Dillard-TBD1, HBCU-Dillard-TBD2. Once you have entered your "Project Name" in the Worksheets labeled Year1, the Year2, Year3, and Total, Worksheets will automatically populate the same information.

Immediately below "Project Name," there is a field for "**Project Type.**" Project Type describes the type of project you are doing, e.g. technical assistance, counseling, housing group home, independent living, homeownership, transitional housing, supportive housing, or economic development. See the program NOFA for specific instructions. If the program NOFA does not have specific instructions, leave this field blank.

Immediately below "Project Type" is a field for "**Construction Type.**" Construction Type describes the type of Construction you are doing, e.g. new construction, rehabilitation, acquisition, or mixed use development. See the program NOFA for specific instructions. If the program NOFA does not have specific instructions, leave this field blank.

Immediately to the right of the "Applicant Name" there is a field labeled "**HUD Program.**" This field is already pre-filled; please verify that it matches the program for which you are applying.

To the right of the "HUD Program" there is a field labeled "**Component Name**" cell [N-4]. If the program under which you are applying has components, e.g., EOI or PEI under the Fair Housing Initiatives Program, or a TA Program under the CDTA NOFA, enter the name of the program component for which you are applying. If there are no components in the funding opportunity for which you are seeking funding, leave this field blank. Once you have entered your "Component Name" in the worksheet labeled Year1, Year2, Year3, and Total, it will automatically populate the same information.

Immediately below the "HUD Program" there are fields labeled "**Period**", "**Start Date**" and "**End Date.**" **LEAVE THESE FIELDS BLANK.** They are for reporting purposes. See additional details under, INSTRUCTIONS FOR REPORTING PERFORMANCE TO HUD.

Immediately to the left of the "Component Name" there is a field which is already pre-filled with one of the following; Year1, or Year2, or Year3, or Total.

Please make sure that you are using the OMB Approved form for 2008. Any form that has an expiration date prior to 2008 is not a valid form. A copy of the current form can be found in the download instructions of the program application made available at [www.grants.gov](http://www.grants.gov)

Services/Activities and Outcomes do not populate as there are any number of combinations of activities and outcomes that can be performed over the life of an award.

#### **COLUMNS OF THE eLOGIC MODEL™ (1-7)**

##### **Column 1 – Policy**

Under the "Policy" Column (1), there are actually two columns; one for HUD Goals, and one for Policy Priority. Review the HUD Goals and Policy Priorities by clicking on the Tab labeled, "GoalsPriorities" at the bottom of the Workbook. For each of the eLogic Model™ Worksheets used in your application (Year1 Year2 Year3 Total) select the HUD Goals and Policy Priorities that your program will address. You do this by clicking the mouse in one of the cells in Column (1) of the worksheets labeled (Year1 Year2 Year3 Total). A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of letters and numbers that correspond to the HUD Goals and Policy Priority will appear. Select one of the HUD Goals and Policy Priority letter/number in the list by clicking it. If you make an error and want to remove the listing, select the cell and click the DELETE KEY on your keyboard. The item will be deleted.

To associate the Goals and Policy Priorities to particular Services/Activities, select a Goal/Policy priority in Column 1 and then select a related Service/Activity in Column 3, Programming. If there are several Services/Activities to be completed related to the Goal/Policy Priority, select all the related Services/Activities and associated outcomes and then skip a row before entering the next goal/policy priority. Applicants/Grantees can make clear during each Year of their award what Services/Activities are related to the achievement of the HUD Goal/Policy Priority selected.

Repeat this process until you have selected all HUD Goals Policy Priorities that apply to your application.

### Column 2 – Planning

Under the "Planning" Column (2), select a "Problem, Need, Situation" statement. Do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of "Problem, Need, Situation" Statements will appear. Select one or more of these Statements in the list by clicking it. Because the column is too narrow to show the full Statement in the dropdown list, you may wish to refer to the Tab labeled "Needs" to see the full Statements or you can (using your mouse) click on the shaded cell [D5] labeled "Problem, Need, Situation" and this will expand the cell. To return the cell to its original size, click again on cell [D5] labeled "Problem, Need, Situation."

**NOTE: When expanding and returning the cell to its original size, click once. Do not double click.**

When you select a "Problem, Need, Situation" Statement, the full Statement will fill the cell. If you don't want this Statement, you can simply click the dropdown arrow again and select another item; or, you can delete a Statement by selecting the cell and clicking the DELETE KEY on your keyboard. If you want to select more than one Statement, go to the next cell in the column and repeat the process, selecting the appropriate Statement. You can do this until you have selected all the Statements that are appropriate to your proposed program. The selections should reflect the problems, needs or situations identified in your response to your Rating Factor narratives. There is no need to select all the Statements if they do not apply to what you plan to address or accomplish with the funding requested.

### Column 3 – Programming

Under the "Programming" Column (3), select a Service or Activity. You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of eligible Services or Activities appears. Select one of the Services or Activities in the list by clicking it. Identify your Year1 Services or Activities using the Year1 Worksheet. Identify Year2 Services or Activities using the Year2 Worksheet. Identify Year3 Activities using the Year3 Worksheet. Make a composite Logic Model of all years on the Total Worksheet. If you are only applying for a one year award, you do not need to create a composite Logic Model on the Total Tab. Because the column is too narrow to show the full Services or Activities/Outputs Statement in the dropdown list, you may wish to refer to the Tab labeled "Services" to see the full range of eligible Services or Activities/Outputs, or you can (using your mouse) click on the shaded cell [E5] Service or Activities/Outputs. This will expand the cell. To return the cell to its original size, click on shaded cell [E5] Service or Activities/Outputs.

**NOTE: When expanding and returning the cell to its original size, click once. Do not double click.**

**NOTE: If the Service or Activity/Outputs that you are looking for does not appear on the dropdown list, choose "Other" from the dropdown list. A dialog box will appear that says "Year1". Click "OK" and another dialog box will appear that says, "You have selected 'Other' which means that you must create a new Activity or Outcome and a Unit of Measure, are you prepared to do this Now?"; click "Yes" if you wish to continue. You will see an input window that says, "Enter a new Activity or Outcome to your selection list". Enter your Service or Activity in the field provided and click "OK". A second window will appear that says, "Specify a Unit of Measure for the Activity or Outcome you entered". Enter the unit of measure in the field provided and click "OK". The new Service or Activity will appear in the Logic Model cell and it will be added to the dropdown list. YOU ARE ONLY PERMITTED TO ADD A TOTAL OF THREE NEW SERVICES OR ACTIVITIES PER LOGIC MODEL.**

In the event that you want to delete, or change your newly created Service or Activity, click the Tab labeled Services at the bottom of your screen and then click cell [B1] "Click here to allow deletion of New Activities" at the top right of the window. A dialog box will appear that says "Click on a new Activity to delete it from your Logic Model", click "OK". A dialog box will appear that says "Caution! This will delete all instances of new services or activities in your Logic Model, do you wish to continue?" Click "Yes". The new Activity you added will be displayed with the prefix "new". You can only delete new Services or Activities.

To find out how to associate a service/activity and outcome to a HUD goal and/or policy priority see the instructions under Column 1, Policy.

### Column 4 – Measure

Notice that as the Service or Activity you selected appears in Column 3, a corresponding Unit of Measure appears or populates in the Column 4, Measure. The Unit of Measure could be "persons", "dollars", "square feet", "houses", date, or some other Unit of Measure that relates to the selected Service or Activity. Immediately below the Unit of Measure are three blank cells. Enter the projected number of persons or units (or dates if applicable) you are proposing to deliver or accomplish in the "Pre" column. When entering the date, use the format MM/DD/YYYY. When entering your projection in the "Pre" column, type the number or date in the cell and tab down or use your mouse to go to the next cell. If you click the Enter key, you will see the error message, "Run-time error '13' :." If you see this message, click the button labeled End to continue. The "Run-time error '13' :." will not affect your work.

Please note that the "Post" and the Year-to-Date (YTD) columns are locked to be used later for reporting purposes.

### Column 5 – Impact

Under Column 5, "Impact", select the Outcome that best corresponds to the "Problem, Need, Situation" Statement, Column 2 and Service or Activity, Column 3, that you just previously identified and selected for your logic model. This is the same procedure used for completing Column 3. When you select an Outcome from the dropdown list, a Unit of Measure automatically appears in the next column "Measure". Because the column is too narrow to show the full Outcome Statement in the dropdown list, you may wish to refer to the Tab labeled "Outcomes" to see the full range of Outcomes, or you can (using your mouse) click on the shaded cell [J5] Outcome. This will expand the cell. To return the cell to its original size, click on shaded cell [J5] Outcome.

**NOTE: When expanding and returning the cell to its original size, click once. Do not double click.**

**NOTE:** If the Outcome that you are looking for does not appear on the dropdown list, choose "Other" from the dropdown list. A dialog box will appear that says "Year1". Click "OK" and another dialog box will appear that says, "You have selected 'Other' which means that you must create a new Activity or Outcome and a Unit of Measure, are you prepared to do this Now?"; click "Yes" if you wish to continue. You will see an input window that says, "Enter a new Activity or Outcome to your selection list". Enter your Outcome in the field provided and click "OK". A second window will appear that says, "Specify a Unit of Measure for the Activity or Outcome you entered". Enter the Unit of Measure in the field provided and click "OK". The new Outcome will appear in the Logic Model cell and it will be added to the dropdown list. **YOU ARE ONLY PERMITTED TO ADD A TOTAL OF THREE NEW OUTCOMES PER LOGIC MODEL.**

In the event that you want to delete, or change your newly created Outcome, click the Tab labeled Outcomes at the bottom of your screen and then click cell [B1] "Click here to allow deletion of New Outcomes" at the top right of the window. A dialog box will appear that says "Click on a new Outcome to delete it from your Logic Model", click "OK". A dialog box will appear that says "Caution! This will delete all instances of new outcomes in your Logic Model, do you wish to continue?" Click "Yes". The new Outcome you added will be displayed with the prefix "new". You can only delete new Outcomes.

### Column 6 – Measure

As the Outcomes you selected appear in the cell, a corresponding Unit of Measure appears or populates in Column 6, Measure. The Unit of Measure could be "persons", "dollars", "square feet", "houses", date, or some other Unit of Measure that relates to the selected Service or Activity. Immediately below the Unit of Measure are three blank cells. Enter the projected number of persons or units (or dates if applicable) you are proposing to deliver or accomplish in the "Pre" column. When entering the date, use the format MM/DD/YYYY. When entering your projection in the "Pre" column, type the number or date in the cell and tab down or use your mouse to go to the next cell. If you click the Enter key, you will see the error message, "Run-time error '13'." If you see this message, click the button labeled End to continue. The "Run-time error '13'." will not affect your work.

The "Post" and the Year-to-Date (YTD) columns are locked to be used later for reporting purposes.

### Review for Using Columns 2, 3, 4, 5, and 6 of the eLogic Model™

Repeat the process of specifying a "Policy", "Problem, Need, Situation", "Service or Activity" and "Outcome" using as many rows as is necessary to fully describe your proposal. The eLogic Model™ form extends to six pages when printed out. You may view a preprint of your logic model at any time by selecting from the Menu bar at the very top of the Excel Window: FILES | Print Preview. It is recommended that you do this periodically to get a better view of the logic model you are creating.

**NOTE:** You can adjust the look of your logic model by skipping rows, so that "Problem, Need, Situation", "Service or Activity" and "Outcome" are grouped or associated together. If you are conducting a multi-year project and the "Service or Activity" occurs in Year1 with the resulting Outcome occurring in Year2, make sure that you show the relationship between the Service/Activity in Year1 with the Outcomes occurring in Year2 and similarly the relationships between Year2 Service/Activity with the Outcomes occurring in Year3. You can do this by leaving blank fields and not repeating Activities/Services in Year2 and Year3.

**CAUTION, DO NOT CUT & PASTE ITEMS FROM ONE COLUMN TO ANOTHER.** For example, do not cut and paste an item from the "Problem, Need, Situation" column to the "Service or Activity" Column, or the "Service or Activity" Column to the "Outcome" Column. Doing so will produce an unstable worksheet which will behave erratically, requiring you to start over with a new blank eLogic Model™ workbook.

#### **Column 7 – Accountability**

Under the "Accountability" Column (7), enter the tools and the process of collection and processing of data in your organization to support all project management, reporting, and responses to the Management Questions. This column provides the framework for structuring your data collection efforts. If the collection and processing of data is not well planned, the likelihood of its use to further the management of the program and support evaluation activity is limited. If data are collected inconsistently, or if data are missing, not retrievable, or mishandled, the validity of any conclusions is weakened.

The structure of Column 7 contains five components in the form of dropdown fields that address the Evaluation Process. You are responsible for addressing each of the five steps that address the process of managing the critical information about your project.

- A. Tools for Measurement
- B. Where Data Maintained
- C. Source of Data
- D. Frequency of Collection
- E. Processing of Data

You may select up to five choices for each of the five processes (A-E) that supports Accountability and tracks Outputs and Outcomes. Given the limited space, please identify the most frequent sources for the processes (A-E). As you proceed through the remaining components, B through E, specify those components in the same order as you selected the "Tools for Measurement" listed under item A. That is, if the first Tool is "Pre-post Test," then the first item under B "Where Data Maintained" must identify where the pre-post test data is maintained, and so on through E the first entry should pertain to "Pre-post Test." Likewise, if the second item in A is "Satisfaction Surveys," then specify the second item in B through E as it pertains to "Satisfaction Surveys."

**A. Tools for Measurement.** A device is needed for collecting data; e.g. a test, a survey, an attendance log, an inspection report, etc. The tool "holds" the evidence of the realized Output or Outcome specified in the logic model. At times, there could be multiple tools for a given event. A choice can be made to use several tools, or rely on one that is most reliable, or most efficient but still reliable. Whatever the tool, it is important to remain consistent throughout the project.

**Instructions:** Under Column 7, Accountability, select your choices of "Tools for Measurement" to Track Outputs and Outcomes. You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Tools appears. Select one or more of the Tools in the list by clicking it.

**B. Where Data Maintained.** A record of where the data or data tool resides must be maintained. It is not required that all tools and all data are kept in one single place. You may keep attendance logs at the main office files, but keep other tools or data such as a "case record" in the case files at the service site. It is important to designate where tools and/or data are to be maintained. For example, if your program has a sophisticated computer system and all data is entered into a custom-designed database, it is necessary to designate where the original or source documents will be maintained.

**Instructions:** Under Column 7, Accountability, select your choices of "Where Data Maintained." You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Where Data Maintained appears. Select one or more of the Where Data Maintained in the list by clicking it.

**C. Source of Data.** This is the source where the data originates. Identify the source and make sure that it is appropriate.

**Instructions:** Under Column 7, Accountability, select your choices of "Source of Data." You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Source of Data appears. Select one or more of the Source of Data in the list by clicking it.

**D. Frequency of Collection.** Timing matters in data collection. In most instances, you want to get it while it occurs. Collect data at the time of the encounter; if impossible, when it is most opportune immediately thereafter. For example, collect report card data immediately upon the issuance of report cards. Do not wait until after the school year is over. Collect feedback surveys at the conclusion of the event, not a few months later when clients may be difficult to reach. Reporting can be done at anytime if the data is already collected. Another important aspect of this dimension is consistency. If some post tests are collected soon after the event, but others are attempted months later, the data are confounded by the differences in the timing. If some financial data are collected at the middle of the month and others at the end of the month, the data may be confounded by systematic timing bias.

**Instructions:** Under Column 7, Accountability, select your choices of "Frequency of Collection." You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Frequency of Collection appears. Select one or more of the Frequency of Collection in the list by clicking it.

**E. Processing of Data.** This is where you identify the mechanism that will be employed to process the data. Some possibilities are: manual tallies, computer spreadsheets, flat file database, relational database, statistical database, etc. The eLogic Model™ is only a summary of the program and it cannot accommodate a full description of your management information system. There is an implicit assumption that the grantee has thought through the process to assure that the mechanism is adequate to the task(s).

**Instructions:** Under Column 7, Accountability, select your choices of "Processing of Data." You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Processing of Data appears. Select one or more of the Process of Data in the list by clicking it.

### **SAVING YOUR eLOGIC MODEL™**

When you are finished completing the eLogic Model™ form(s), or wish to stop and continue later, save the file by going to the Excel™ Menu bar and choosing FILE | Save As. Then specify a name for the file, and note where you save the file on your hard drive. Use the name of the HUD Program and your organization name to form a file name for your eLogic Model™, e.g. HBCU-Dillard.xls or HCP-UrbanLeague.xls. Excel™ automatically adds the file extension ".xls" to your file name. Make sure the file extension .xls is not capitalized. In following these directions, if your organizational name exceeds the 50 character limit for space, you should abbreviate your organizational name by either using its initials or a recognizable acronym, e.g. South Carolina State University maybe written as SCSU; Howard University maybe written as HOWDU.

If you are submitting multiple applications under the same applicant name for the same HUD program, you must include a project name that can distinguish between the two applications and logic models submitted, e.g. HBCU-Dillard-Affordable Housing15.xls, HBCU-Dillard-Affordable Housing16.xls. Please be sure to review the file formats and naming requirements contained in the General Section.

Later, you will "Attach" this file to your application. Please remember the name of the file that you are saving. Be sure to delete any earlier version so that when you go to attach the file to your application, you select the appropriate and final file.

A single workbook will be adequate for completing your eLogic Model™.

This ends the instructions for completing your Logic Model for application submission.

### **INSTRUCTIONS FOR REPORTING PERFORMANCE TO HUD**

**Do not modify or change the integrity of the Workbook by adding additional Tabs or Worksheets. The instructions provided here will meet your needs. When saving your Workbook, save it in the Excel format. Do not convert it into PDF.**

If your project is selected for funding, the eLogic Model™ will be used as a monitoring and reporting tool upon final approval from the HUD program office. Upon approval, HUD will open the reporting side of the eLogic Model™ allowing you to submit actual Outputs and Outcomes against approved Services/Activities and projected Outcomes. Specifically, HUD will open the "Post" and "YTD" fields in both Columns 4 and 6, and will close the "Pre" fields in the same columns. HUD will also open the Reporting Tab for you to meet the reporting requirements that are discussed below. The HUD program office will send you the approved eLogic Model™ to be used for reporting purposes. Identify the reporting period covered by the report in Column "I" of the worksheet lines 1, 2 and 3.

#### **Reporting Period, Start and End Dates**

Below the "HUD Program" field, there are additional fields labeled "Period", "Start Date" and "End Date." When actually reporting performance on your approved eLogic Model™, first identify the Period of reporting by using the dropdown feature for quarterly, semiannually, annually, final. Then enter a Start Date and End Date that reflects the reporting period you will be submitting in accordance with required reporting time frames. **When entering the dates, you must use this format, MM/DD/YYYY including the slashes.**

## COMPLETING PERFORMANCE INFORMATION in YEAR1, YEAR2, YEAR3, AND TOTAL TABS.

As previously described, the HUD approved eLogic Model™ will be used as a monitoring and reporting tool for your award. HUD will open the reporting side of the eLogic Model™ allowing you to submit actual Outputs and Outcomes against approved Services/Activities and projected Outcomes. The HUD program office will send you the approved eLogic Model™ to be used for reporting purposes.

Your projections approved by HUD that were entered in the "Pre" Column will be locked and the "Post" and "YTD" will be opened for reporting purposes. When reporting, enter Year1 accomplishments utilizing the Year1 Tab, Year 2 accomplishments utilizing the Year2 Tab, and Year3 accomplishments utilizing the Year3 Tab. For multi-year awards, use the Total Tab to capture cumulative reporting during years 2 and 3 and for your final report. If you have a one year award you only need to complete Year1 for your final report. If you have a two year award, use Year1, Year2, and Total.

In each reporting period, enter your non-cumulative accomplishments under the column labeled "Post". Cumulative per year should be entered in the column labeled "YTD." For example:

When reporting the first quarter Activities in Year1, enter your first quarter accomplishments in the "Post" column and the cumulative accomplishments in the "YTD" column. For the first quarter reporting, the numbers or dates will be the same in both columns. For the second quarter of Year1 reporting, you will enter the non-cumulative second quarter results (what actually occurred in the second quarter independent of the previous quarter) in the "Post" column. In the "YTD" column, you will enter the cumulative total of both the first and second quarter accomplishments. Follow this same process for all quarters in Year1.

When reporting the first quarter Activities in Year2, enter your first quarter accomplishments of Year2 non-cumulative in the "Post" column and the cumulative accomplishment of Year2 in the "YTD" column. For the first quarter reporting the numbers or dates will be the same in both columns. For the second quarter of Year2 reporting, you will enter the non-cumulative second quarter results (what actually occurred in the second quarter independent of the previous quarter) of the Year2 in the "Post" column. In the "YTD" column, you will enter the cumulative total of both the first and second quarter accomplishments for Year2. Follow these instructions for all quarters in Year2.

When reporting the first quarter Activities in Year3, enter your first quarter accomplishments of Year3 non-cumulative in the "Post" column and the cumulative accomplishment of Year3 in the "YTD" column. For the first quarter reporting the numbers or dates will be the same in both columns. For the second quarter of Year3 reporting, you will enter the non-cumulative second quarter results (what actually occurred in the second quarter independent of the previous quarter) of the Year3 in the "Post" column. In the "YTD" column you will enter the cumulative total of both the first and second quarter of accomplishments for Year3. Follow these instructions for all quarters in Year3.

### Using the Total Worksheet

If you have a multi-year award, you will begin to use the "Total" Tab at the beginning of the second year. The "Total" Tab is designed to show cumulative totals of Year1, Year2, and Year3. The "Total" Worksheet will show the progress made for all quarters in Year1 and the first quarter in Year2 in the "Post" column. The "YTD" column will show progress in Year1 and the first quarter of Year2. Follow these instructions for all quarters in Year2, and Year3. At the end of the award period, the "Total" Worksheet will contain the cumulative total for all years. A full discussion about using the Total Worksheet is in the beginning of these Instructions in the "eLOGIC MODEL™ 2008 SPECIAL FEATURES" section.

### Using the Reporting Worksheet

The Reporting Worksheet serves two functions: 1) Respond to the Management Questions identified in the Evaluation Tab, and 2) Describe or explain actual performance as compared to what was projected and provide an explanation of any deviation (positive or negative) from the projections in your approved eLogic Model™.

For 2008, HUD has converted the Management Questions from narrative responses to data driven responses. Use the Reporting Worksheet to enter your responses to the Management Questions by entering the appropriate "Count/Amount" in the fields provided. The last question asks, "Describe the population you are serving in the space below." Enter a brief summary description of the demographic and socio-economics characteristics of the area or clients you are serving. Your description should be short and to the point – a paragraph or less.

Explain any variances between projected Services or Activities and Outcomes vs. Actual Services or Activities and Outcomes in the text box provided.

### **Narrative Description - Positive/Negative Deviation from Approved Logic Model Projections**

In addition to your submission of your eLogic Model™ results, you must include a narrative indicating any positive or negative deviations from projected Services/Activities/Outputs and Outcomes as contained in your approved eLogic Model™ and explain the basis for the actual performance as compared to what was projected. In your narrative be sure to identify the Services/Activities/Outputs and Outcomes from your approved eLogic Model™ that you are describing and the reason why this deviation occurred. When doing this, create a paragraph header labeled, "Narrative Description - Positive/Negative Deviation from Approved Logic Model Projections".

Save the eLogic Model™ file you receive from HUD. Each time you submit your report to HUD, add the reporting period and year to the file name, e.g. HBCU-Dillard-Affordable Housing16qtr107 for a 1st quarter report, HBCU-Dillard-Affordable Housing16qtr207 for a 2nd quarter or semi-annual report, HBCU-Dillard-Affordable Housing16qtr307 for a 3rd quarter report, and HBCU-Dillard-Affordable Housing 16qtr407 for a 4th quarter or annual report, When reporting for a multiple year award, use the same format but change the year, e.g. HBCU-Dillard-Affordable Housing16qtr108.

### **Response to Management Questions**

The Management Questions are located in the Reporting Tab and Evaluation Tab. The Reporting Tab is the actual place where you will report. The Evaluation Tab describes the evaluation process using the Management Questions. Each program has different Management Questions that are applicable to that program only. The Management Questions contained in the eLogic Model™ ask key questions related to all Services/Activities and Outcomes in the drop-down listings in the eLogic Model™ forms for each HUD program. Applicants are required to report on the Management Questions which relate to the specific Services/Activities and Outcomes that are in their HUD approved eLogic Models™. HUD will use the approved eLogic Models™ for monitoring accountability throughout the project. The Services/Activities and Outcomes identified in your approved eLogic Model™, and resultant data reported in your eLogic Model™ over the award performance period should enable you to address most or all of the Management Questions reflective of your project. The data collected during the course of your work and captured in the eLogic Model™ will also be useful to you in evaluating the effectiveness of your program. For eLogic Model™ Training via webcast, consult the webcast schedule found at HUD's website at: <http://www.hud.gov/offices/adm/grants/fundsavail.cfm>. If you have any questions regarding reporting requirements, please contact your HUD program representative.

For 2008, HUD has converted the Management Questions from narrative responses to data-driven responses. When responding to the Management Questions in the Worksheet labeled "Reporting", enter the responses to the Management Questions by using the fields labeled "Count/Amount" and the text box when answering the last Management Question.

### **Submission Requirements**

In addition to following the reporting requirements in your award agreement, you must also submit an electronic copy. (See the FY2007 General Section of the NOFA in the HUD approved electronic formats)



August 14, 2008

U.S. Department of Housing and Urban Development  
451 Seventh Street, SW., Room 4130,  
Washington, DC 20410-5000

Dear U.S. HUD Official,

The City of Lake Elsinore certifies that "one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns."

Please contact me, or [REDACTED], if there are any further questions.

Sincerely,

[REDACTED]

[REDACTED], CPA  
Director of Administrative Services and Treasurer of the Redevelopment Agency  
(951) 674-3124  
mpressey@lake-elsinore.org



August 14, 2008  
U.S. Department of Housing and Urban Development  
451 Seventh Street, SW., Room 4130,  
Washington, DC 20410-5000

Dear U.S. HUD Official,

The City of Lake Elsinore's Redevelopment Agency will provide at least five (5) percent of the requested grant amount to this project. The Redevelopment Agency has set-aside a [REDACTED] cash match that is firmly committed to be used for the activities related to the particular project presented in the application. With the award of this grant, the City and its Redevelopment Agency will be able to readily move forward with this project. Please contact me, or [REDACTED], if there are any further questions.

Sincerely,

[REDACTED]

CPA

Director of Administrative Services and Treasurer of the Redevelopment Agency  
(951) 674-3124  
mpressey@lake-elsinore.org

ID	Task Name	Start	Finish	Category	2008			2009			2010			2011														
					Q1	Q2	Q3	Q1	Q2	Q3	Q1	Q2	Q3	Q1	Q2	Q3												
1	Peabody Court Project Timeline	Tue 7/1/08	Fri 8/6/11		3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
2	Conceptual Design	Tue 7/1/08	Mon 8/11/08	Design/Planning						7/1/08																		
3	Letters of Intent Signed	Tue 7/29/08	Tue 7/29/08	Site Acquisition						7/29/08																		
4	HUD Hope VI Grant Application Submittal	Fri 8/15/08	Fri 8/15/08	Financing						8/15/08																		
5	Design Development	Mon 8/18/08	Fri 11/7/08	Design/Planning						8/18/08																		
6	Ongoing Community Meetings	Mon 9/1/08	Fri 3/6/09	Design/Planning						9/1/08																		
7	HUD Hope VI Grant Award	Mon 10/20/08	Mon 10/20/08	Financing						10/20/08																		
8	Design Review Committee - Planning Application	Mon 11/10/08	Fri 1/30/09	Design/Planning						11/10/08																		
9	HUD Hope VI Grant Agreement Execution	Tue 12/16/08	Tue 12/16/08	Financing						12/16/08																		
10	Purchase & Sale Agreements Signed	Wed 12/17/08	Wed 12/17/08	Site Acquisition						12/17/08																		
11	Planning Commission Approval	Mon 3/16/09	Mon 3/16/09	Design/Planning						3/16/09																		
12	City Council Approval	Tue 4/7/09	Tue 4/7/09	Design/Planning						4/7/09																		
13	Development Plan Submitted to HUD (incl. Environmental Review)	Wed 4/8/09	Tue 6/2/09	Financing						4/8/09																		
14	Close Escrow	Wed 6/3/09	Wed 6/3/09	Site Acquisition						6/3/09																		
15	City of Lake Elsinore Loan Application/Award	Mon 11/10/08	Fri 4/10/09	Financing						11/10/08																		
16	County of Riverside Loan Application/Award	Mon 11/10/08	Fri 4/10/09	Financing						11/10/08																		
17	9% Tax Credit Application Submittal	Mon 7/20/09	Mon 7/20/09	Financing						7/20/09																		
18	9% Tax Credit Award	Mon 10/5/09	Mon 10/5/09	Financing						10/5/09																		
19	Construction Drawings	Tue 10/6/09	Mon 12/28/09	Design/Planning						10/6/09																		
20	Plan Check Submittal/Building Permit Issuance	Tue 12/29/09	Mon 2/8/10	Design/Planning						12/29/09																		
21	Close Construction Financing	Tue 2/9/10	Tue 2/9/10	Financing						2/9/10																		
22	Construction Start/Finish	Wed 2/10/10	Tue 2/8/11	Construction						2/10/10																		
23	Certificate of Occupancy (First to Last)	Wed 1/12/11	Tue 2/8/11	Construction						1/12/11																		
24	Absorption	Wed 2/9/11	Tue 5/3/11	Construction						2/9/11																		
25	Close Permanent Financing	Fri 8/5/11	Fri 8/5/11	Financing						8/5/11																		

Project: Section H Schedule (8/13/08)  
Date: Wed 8/13/08

Task:  Summary  Progress  Milestone

Roll Up Progress:  Rolled Up Task:  Split:

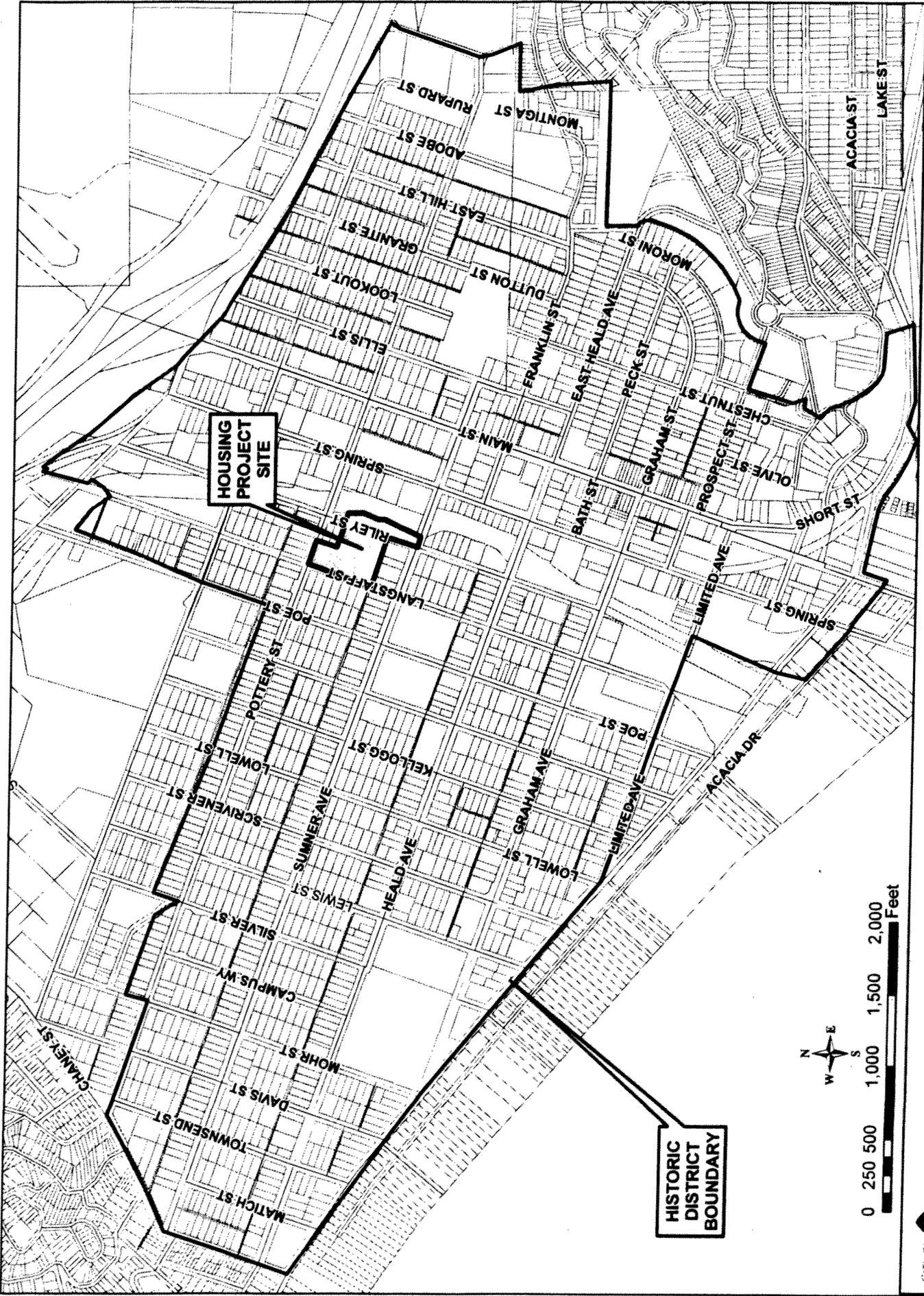
Project Summary:  Group By Summary:  Deadline:

External Tasks:

Page 1

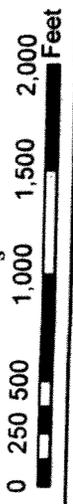


# MAP OF MAIN STREET AREA



**HOUSING  
PROJECT  
SITE**

**HISTORIC  
DISTRICT  
BOUNDARY**



**Narrative Exhibit Title Page**

- A. Narrative Exhibit Section F: Rating Factor 5 – Incentive Criteria on Regulatory Barrier Removal**
- B. City of Lake Elsinore**
- C. LakeElsinoreCANarrativeSectionF.doc**

## **Rating Factor 5 – Incentive Criteria on Regulatory Barrier Removal**

The City of Lake Elsinore has taken a number of steps to reduce barriers to affordable housing. As cited in Attachment Section N, HUD Form 27300, the City of Lake Elsinore has implemented a number of key policies to further affordable housing and restore the job/housing imbalance that the City currently struggles with, including:

- An adopted General Plan with a Housing Element which provides estimates of current and anticipated housing needs
- A Zoning Ordinance which conforms to the General Plan and which permits the development of affordable housing
- Regulations permitting the use of manufactured housing
- Provide density bonuses to offset the cost of building below market units as an incentive for any market rate residential development that includes a portion of affordable housing
- Fast track permitting and approvals for all affordable housing projects
- Allow accessory apartments
- A policy that adjusts or waives parking requirements for all affordable housing developments

**Section Q – Code of Conduct**

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**Applicant Information (As Stated in SF-424)**

- (i) Data Universal Numbering System (DUNS) number:  
[REDACTED]
- (ii) Employer Identification Number (EIN):  
95-6000707
- (iii) Applicant's Legal Name:  
City of Lake Elsinore
- (iv) Address:  
130 S. Main Street  
Lake Elsinore, CA 92530
- (v) Authorized Official's Information:  
[REDACTED] City Manager  
(951) 674-3124  
[rbrady@lake-elsinore.org](mailto:rbrady@lake-elsinore.org)



**To:** US Department of Housing and Urban Development  
**From:** Diane Block, Senior HR Analyst [REDACTED]  
**Date:** August 8, 2008  
**Subject:** Code of Conduct Request

On November 22, 2005, the City of Lake Elsinore revised, as part of labor negotiations, the existing Personnel Rules and regulations that were adopted by City Council on June 21, 1999. Included in our Personnel Rules and Regulations handbook is the existing Code of Ethics for all elected and appointed public officials and employees, previously adopted by Resolution 86-66, effective October 14, 1886.

All officers, employees and agents have received a copy of the revised handbook and were required to read and sign that they understood all new information provided. Their signed statements are filed in their Personnel folders. This practice holds for all new officers, employees and agents that have been hired since this date.

951.674.3124

130 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKEELSINORE.ORG

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**CITY OF LAKE ELSINORE  
MEMORANDUM**

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**TO:** ALL CITY EMPLOYEES  
**FROM:** [REDACTED] CITY MANAGER *RAB*  
**PREPARED BY:** [REDACTED] DIRECTOR OF ADMINISTRATIVE SERVICES *[Signature]*  
**DATE:** JUNE 15, 2006  
**SUBJECT:** PERSONNEL RULES AND REGULATIONS

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Attached, please find the new Personnel Rules and Regulations.

The Memorandum of Understanding (MOU) between the City and the employees represented by Liuna Local 777 was approved by City Council on November 22, 2005. As part of the labor negotiations, a complete overhaul was made to the existing Personnel Rules by the City's Labor Attorney and reviewed by the labor group representatives. Since that time, certain sections of the Personnel Rules and Regulations were further revised by City management. The final revisions were presented to the labor group representatives, discussed and agreed on.

The existing Personnel Rules were last adopted by City Council on June 21, 1999.

Please read the new rules, complete the section below and return this memo to Human Resources by June 30, 2006 for inclusion in your personnel file. Training on the new rules will be scheduled in the near future. If you have any questions, please do not hesitate to contact Diane Block at extension 211.

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Employee Name (Print)

I have received, read and understand the City of Lake Elsinore Personnel Rules and Regulations.

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Signature

---

Date

- (5) Involves the solicitation of future employment with a business doing business with the City over which the employee has some control or influence in his/her official capacity at the time of the transaction.

**D. Improper Use of City Equipment Prohibited**

No City-owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items which are the property of the City shall be used by an employee except upon prior approval of the City Manager.

No employee shall allow any unauthorized person to rent, borrow or use any of the items mentioned above unless upon prior approval of the City Manager.

**E. Violations and Penalties**

Any violation of this provision respecting such outside employment or activity, or improper use of City equipment, shall constitute grounds for disciplinary action including dismissal of a City employee who commits such violation.

**SECTION 16: REGULATIONS AND STANDARDS**

**A. Code of Ethics**

The City Council of the City of Lake Elsinore has adopted City Council Policy No. 100-2 establishing a Code of Ethics for all elected and appointed public officials and employees, which shall be considered to be a part of these Rules and shall, to the extent applicable, govern the conduct of all City employees. A copy of Policy No. 100-2 is attached as Appendix "A."

**B. Policy Against Discrimination and Harassment**

- (1) Purpose. The City of Lake Elsinore (the "City") is committed to providing a work environment that is free from discrimination and harassment. In keeping with this commitment, the City maintains a strict policy prohibiting discrimination and harassment, including sexual harassment.

The purpose of this Policy is to define and forbid discriminatory and/or harassing conduct, to prohibit the condoning or perpetuating of such conduct and to provide an efficient means for reporting and resolving complaints of discrimination and/or harassment.

This policy is also posted on the Bulletin Board at City Hall, City Yard, and the Community Centers at any time. If you need another copy, please let us know.

State and federal law expressly prohibit discrimination and/or harassment of employees or applicants based on race, religion, creed, color, national origin,

# CITY OF LAKE ELSINORE, CALIFORNIA

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## COUNCIL POLICY MANUAL

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**SUBJECT: Code of Ethics**

**Policy No. 100-2**  
**Effective Date: 10-14-86**  
**Page No. 1 of 2**

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### BACKGROUND

Every citizen of the City of Lake Elsinore is entitled to have complete confidence in the integrity of local government. Each elected official, officer, appointee and employee of the City of Lake Elsinore must earn that confidence by his own integrity and conduct.

### PURPOSE

To adopt a code of ethics setting standards of conduct for all elected officials, officers, appointees, and employees of the City of Lake Elsinore. This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or public service rule or regulation.

### POLICY

It is the Policy of the Council that the following code of ethics be adopted for all elected officials, officers, appointees and employees of the City of Lake Elsinore:

- 1) No elected official, officer, appointee or employee of the City of Lake Elsinore shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or would tend to impair his independence or judgment or action in the performance of such duties.
- 2) No elected official, officer, appointee or employee shall engage in any enterprise or activity which shall result in any of the following:
  - a) Using the prestige or influence of the City office or employment for private gain or advantage of himself or another.
  - b) Using time, facilities, equipment or supplies of the City of Lake Elsinore for the private gain or advantage of himself or another.

# **CITY OF LAKE ELSINORE, CALIFORNIA**

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## **COUNCIL POLICY MANUAL**

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**SUBJECT: Code of Ethics**

**Policy No. 100-2**  
**Effective Date: 10-14-86**  
**Page No. 2 of 2**

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- c) Using official information not available to the general public for his private gain or advantage or that of another.
  - d) Receiving or accepting money or other consideration from anyone other than the City of Lake Elsinore for the performance of acts done in the regular course of employment of duty.
  - e) Receiving or accepting, directly or indirectly, any gift or favor from anyone doing business with the City of Lake Elsinore under circumstances from which it could reasonably be inferred that such was intended to influence him in his official employment or duties, or as a reward for official action.
  - f) Engaging in or accepting private employment or rendering services for private interests when such is incompatible with the proper discharge of his official employment or duties.
- 3) Every elected official, officer, appointee or employee of the City of Lake Elsinore shall disclose completely the nature and extent of any interest, direct or indirect, which conflicts with his responsibility or duty.

Adopted by Resolution No. 86-66

**BRIDGE Housing Corporation - Completed Affordable Housing Projects**

Project Name/Location/Total Units	Project Financing	Year Placed in Service
<b>Pacific Oaks</b> Pacifica, CA 104 units (Rental)	City Fee Waiver Tax-Exempt Bonds Federal/State Tax Credits	1988
<b>Magnolia Plaza</b> So. San Francisco, CA 125 units (Rental)	City Fee Waiver Redevelopment Agency Funds Tax-Exempt Bonds Federal/State Tax Credits	1988
<b>The Fountains</b> Mountain View, CA 124 units (Mixed Rental/Ownership)	City CDBG Funds Federal/State Tax Credits	1989
<b>Coleridge Park Homes</b> San Francisco, CA 49 units (Rental)	City Funds HUD/Housing Devel. Grant Federal Tax Credits	1989
<b>Frank G. Mar Com. Hsg.</b> Oakland, CA 119 units (Rental)	Redevelopment Agency Funds HUD/Housing Devel. Grant OCS/Community Service Grant Federal Tax Credits	1990
<b>The Carquinez</b> Richmond, CA 36 units (Rental)	Historic Tax Credits Federal Tax Credits State Prop. 77 (CHRP)	1991
<b>Hunt's Grove Apts.</b> St. Helena, CA 56 units (Rental)	City of St. Helena Federal/State Tax Credits CA Rental Housing Const. Prog. FHLB Afford. Hsg. Program	1992
<b>Centertown Apartments</b> San Rafael, CA 60 units (Rental)	Redevelopment Agency Funds Marin County CDBG Federal Tax Credits CA Rental Housing Const. Prog. FHLB Affordable Hsg. Program	1992
<b>Susanne B. Wilson Apartments</b> San Jose, CA 63 units (Rental)	City of San Jose Funding Federal Tax Credits FHLB Affordable Hsg. Program	1993
<b>City Center Apartments</b> Richmond, CA 64 units (Rental)	Redevelopment Agency Funds Federal Tax Credits CA Rental Hsg. Construct. Prog.	1993
<b>Steamboat Point</b> San Francisco, CA 108 units (Family)	Redevelopment Agency Funds Federal Tax Credits CA Rental Hsg. Construct. Prog.	1992
<b>San Paulo Apartments</b> Irvine, CA 382 total units (Rental)	City CDBG Funds Orange County Housing Auth. Federal Tax Credits Tax-Exempt Bonds	1993
<b>La Pradera Apartments</b> Calistoga, CA 48 units (Rental)	City of Calistoga State/Federal Tax Credits CA. Rental Hsg. Construct. Prog.	1994

**BRIDGE Housing Corporation - Completed Affordable Housing Projects**

Project Name/Location/Total Units	Project Financing	Year Placed in Service
<b>Fell Street Apartments</b> San Francisco, CA 82 units (Rental)	Redevelopment Agency Funds County CDBG/HOME Federal Tax Credits CA Rental Hsg. Construct. Prog.	1994
<b>Almaden Lake Apartments</b> San Jose, CA 144 units (Mixed Rental/Ownership)	City of San Jose Federal/State Tax Credits	1995
<b>Pinole Grove Apartments</b> Pinole, CA 70 units (Rental)	Redevelopment Agency Funds County CDBG/HOME Federal Tax Credits	1993
<b>Villa Loma Apartments</b> Carlsbad, CA 344 units (Rental)	Redevelopment Agency Federal Tax Credits FHLB Affordable Hsg. Program	1996
<b>Metro Center Sr. Homes</b> Foster City, CA 60 units (Rental)	Community Develop. Agency Tax Exempt Bonds Federal Tax Credits	1996
<b>Santa Alicia</b> Irvine, CA 84 units (Rental)	Federal Tax Credits	1997
<b>Doretha Mitchell Apts.</b> Marin City, CA 30 units (Rental)	Redevelopment Agency Funds Federal Tax Credits CHFA	1996
<b>Strobridge Court Apts.</b> Castro Valley, CA 96 units (Rental)	County of Alameda Federal/State Tax Credits FHLB Afford. Housing Program	1997
<b>Ohlone Court Apartments</b> San Jose, CA 135 units (Rental)	City of San Jose Federal Tax Credits	1997
<b>Rotary Valley Snr. Hsg.</b> Lucas Valley, CA 80 units (Rental)	Redevelopment Agency Funds County CDBG/HOME Federal Tax Credits	1997
<b>Montevista Apartments</b> Milpitas, CA 306 units (Rental)	City of Milpitas Santa Clara County Federal Tax Credits State Tax-Exempt Bonds	1998
<b>Terra Cotta Apartments</b> San Marcos, CA 168 units (Rental)	San Marcos RDA Federal Tax Credits FHLP Afford. Hsg. Program	2000
<b>The Arbors</b> Hercules, CA 60 units (Rental)	Hercules RDA Contra Costa County HOME Affordable Housing Program Federal/State Tax Credits State Tax-Exempt Bonds	1999
<b>Northpoint Apartments</b> Santa Rosa, CA 70 units (Rental)	Santa Rosa Housing Authority Affordable Housing Program Federal Tax Credits	1999

**BRIDGE Housing Corporation - Completed Affordable Housing Projects**

Project Name/Location/Total Units	Project Financing	Year Placed in Service
Cecil Williams Community Hsg. San Francisco, CA 52 units (Rental)	SF Redevelopment Agency HOPWA SF Mayors Office of Housing Affordable Housing Program Federal Tax Credits	1999
Coggins Square Apartments Walnut Creek, CA 87 units (Rental)	Tax Exempt Bonds HOME/CDBG Contra Costa County RDA Affordable Housing Program Federal Tax Credits	2000
Silverado Creek Apartments Napa, CA 102 units (Rental)	Napa Housing Authority Napa County FHLB Affordable Hsg. Program Tax Exempt Bonds (city issued) Federal/State Tax Credits	2000
Poinsettia Station Carlsbad, CA 92 units (Rental)	Carlsbad RDA State Tax Exempt Bonds Federal Tax Credits	2000
Chelsea Gardens Santa Rosa, CA 120 units (Rental)	State Tax Exempt Bonds Federal Tax Credits	2000
Northpoint, Phase II Santa Rosa, Ca 40 units (Rental)	Santa Rosa Housing Authority Federal/State Tax Credits	2000
Peninsula Park Apartments East Palo Alto, CA 129 units (Rental)	San Mateo County HOME East Palo Alto RDA Federal Tax Credits FHLB Affordable Hsg. Program Tax Exempt Bonds	2001
Belvedere Place San Rafael, CA 26 units (Rental)	Federal Tax Credits Tax Exempt Bonds County HOME San Rafael RDA	2001
San Rafael Commons San Rafael 83 units (Rental)	Tax Exempt Bonds Federal Tax Credits	2001
Mabuhay Court San Jose, CA 96 units (Rental)	San Jose RDA San Jose Dept. of Housing San Jose Dept of Parks and Rec. Federal/State Tax Credits FHLB Affordable Housing Program	2003
Grayson Creek Pleasant Hill, CA 70 units (Rental)	Pleasant Hill RDA County HOME/CDBG Tax Exempt Bonds Federal Tax Credits	2003
Church Street Apartments San Francisco, CA 93 units (Rental)	HOPWA S.F. Mayor's Office of Housing Tax Exempt Bonds Federal Tax Credits FHLB Affordable Housing Program	2002

**BRIDGE Housing Corporation - Completed Affordable Housing Projects**

Project Name/Location/Total Units	Project Financing	Year Placed In Service
<b>Torrey Del Mar</b> San Diego, CA 112 units (Rental)	S.D.Housing Comm. Home Funds Tax Exempt Bonds Federal Tax Credits FHLB Affordable Housing Program	2003
<b>Marina Tower Annex</b> Vallejo, CA 57 units (Rental)	Tax Exempt Bonds City of Vallejo Tax Exempt Bonds Federal Tax Credits	2001
<b>Dove Canyon</b> San Diego, CA 120 units (Rental)	Tax Exempt Bonds Federal Tax Credits County of San Diego HCD	2003
<b>Chestnut-Linden Court</b> Oakland, CA 151 units (Rental)	HUD HOPE VI Oakland Housing Authority CHFA HELP City of Oakland RDA FHLB Affordable Housing Program Federal Tax Credits	2003
<b>Oak Circle</b> San Jose, CA 100 units (Rental)	San Jose RDA Federal Tax Credits Tax Exempt Bonds	2003
<b>Sycamore Place</b> Danville, CA 74 units (Rental)	Federal Tax Credits Town of Danville County of Contra Costa	2003
<b>Mandela Gateway</b> Oakland, CA 168 units (Rental)	The City of Oakland Oakland Housing Authority HUD HOPE VI FHLB Affordable Housing Program CalHFA FAF Loan Federal and State Tax Credits	2004
<b>North Beach Place</b> San Francisco, CA 341 units (Rental)	HUD HOPE VI San Francisco Housing Authority SF Mayor's Office of Housing FHLB Affordable Housing Program Federal and State Tax Credits	2004
<b>Copper Creek Apartments</b> San Marcos, CA 204 units (Rental)	City of San Marcos RDA County of San Diego HCD Federal Tax Credits Tax Exempt Bonds State of CA HCD-MHP funds FHLB Affordable Housing Program	2004 2005
<b>Laguna Canyon</b> Irvine, CA 120 units (Rental)	Tax Exempt Bonds Federal Tax Credits Orange County HCD	2005
<b>Windrow Apartments</b> Irvine, CA 96 units (Rental)	Tax Exempt Bonds Federal/State Tax Credits Orange County HCD HOME - City of Irvine	2006
<b>Irvington Terrace</b> Fremont, CA 100 units (Rental)	Tax Exempt Bonds Federal Tax Credits City of Fremont HCD - MHP	2007

**BRIDGE Housing Corporation - Completed Affordable Housing Projects**

Project Name/Location/Total Units	Project Financing	Year Placed in Service
<b>Arroyo Point Apartments</b> Santa Rosa, CA 70 units (Rental)	Tax Exempt Bonds Federal Tax Credits City of Santa Rosa HCD - MHP	2006
<b>Grand Oak Apartments</b> South San Francisco, CA 43 units (Rental)	Tax Exempt Bonds Federal Tax Credits South San Francisco RDA HCD - MHP	2007
<b>Woodbury Apartments</b> Irvine, CA 150 units (Rental)	City of Irvine Orange County HCD Federal/State Tax Credit	2007
<b>Sage Canyon</b> San Marcos, CA 72 units (Rental)	City of San Marcos RDA State of California HCD-MHP Tax Credits	2007
<b>Cinnabar Commons</b> San Jose, CA 245 units (Rental)	City of San Jose Federal Tax Credits	2005
<b>Cottonwood Creek Apartments</b> Suisun City, CA 94 units (Rental)	Suisun City RDA State of California HCD-MHP Tax Credits	2007
<b>Marina Tower</b> Vallejo, CA 155 units (Rental)	City of Vallejo RDA FHLB Affordable Housing Program City of Vallejo Tax Exempt Bonds	2006
<b>Pickleweed Apartments</b> Mill Valley, CA 32 units (Rental)	City of Mill Valley Tax-Exempt Bonds	1986
<b>Heritage Village</b> Fremont, CA  192 units (Rental)	Tax-Exempt Bonds County CDBG	1987
<b>Independence Plaza</b> Alameda, CA  186 units (Rental)	Tax-Exempt Bonds Redevelopment Agency Funds	1991
<b>Alto Station</b> Mill Valley, CA 17 units (Rental)	County CDBG/HOME Funds City of Mill Valley CA Rental Hsg. Construct. Prog.	1993
<b>EmeryBay II Apartments</b>  Emeryville, CA 260 units (Rental)	City of Emeryville  Tax Exempt Bonds	1994