

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission: <input type="radio"/> Preapplication <input checked="" type="radio"/> Application <input type="radio"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision		* If Revision, select appropriate letter(s): _____ * Other (Specify) _____
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* 3. Date Received: 08/29/2007	4. Applicant Identifier: City of West Sacramento
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5a. Federal Entity Identifier: 94-2362972	* 5b. Federal Award Identifier: _____
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State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
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8. APPLICANT INFORMATION:

* a. Legal Name: West Sacramento, City of	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-2362972	* c. Organizational DUNS: _____

d. Address:

* Street1:	1110 West Capitol Avenue, Third Floor
Street2:	_____
* City:	West Sacramento
County:	Yolo
* State:	CA: California
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code:	95691

e. Organizational Unit:

Department Name: Housing & Community Investment	Division Name: _____
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.	* First Name: Tina
Middle Name: _____	
* Last Name: Gontarski	
Suffix: _____	
Title: Director of Housing & Community Investment	
Organizational Affiliation: City of West Sacramento	
* Telephone Number: _____	Fax Number: 916-372-1584
* Email: _____	

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9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.878

CFDA Title:

Affordable Housing Development in Main Street Rejuvenation Projects

*** 12. Funding Opportunity Number:**

FR-5139-N-01

* Title:

HOPE VI Main Street Program

13. Competition Identification Number:

HOPE6-MS

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Parkside at City Center Affordable Multi-Family Rental Project

Attach supporting documents as specified in agency instructions.

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16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,000,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,000,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

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Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

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*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

[Empty text input field]

Attachments

AdditionalCongressionalDistricts
File Name

Mime Type

AdditionalProjectTitle
File Name

Mime Type

Disclosure of Lobbying Activities

Approved by OMB 0348-0041

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for Instructions and Public Reporting burden statement)

1. Type of Federal Action <input checked="" type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year (yyyy) _____ quarter _____ date of last report (mm/dd/yyyy) _____
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of West Sacramento 1110 West Capitol Avenue West Sacramento CA 95691 Congressional District, if known 1st	5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime Congressional District, if known _____	
6. Federal Department/Agency Department of Housing & Urban Development	7. Federal Program Name/Description HOPE VI Main Street Grant CFDA Number, if applicable _____	
8. Federal Action Number, if known	9. Award Amount, if known \$ _____	
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI) Holland & Knight LLP 2099 Pennsylvania Avenue, NW, Suite 100 Washington DC 02006-6811	b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI) <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> _____ _____ _____ _____ _____ _____ _____	
(attach continuation sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ 13,000.00/Month <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input checked="" type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other (specify) _____	
12. Form of Payment (check all that apply) <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted for Payment Indicated in Item 11 Legislative Advocacy and education related primarily to the City's legislative priorities of securing federal funding for flood control improvements & deepening the Port of Sacramento's channel. Primary contactees include Senator's Feinstein a& Boxer an their staffs; (attach continuation sheet(s) if necessary)		
15. Continuation sheets attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this form is authorized by Sec.319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature Print Name <u>Toby Ross</u> Title <u>City Manager</u> Telephone No. _____ Date (mm/dd/yyyy) <u>08/24/07</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form-LLL (7/97)

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just the time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) are attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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Standard Form-LLL (7/97)

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011
(exp. 12/31/2006)

Applicant/Recipient Information * Duns Number: [REDACTED] * Report Type: INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:

West Sacramento, City of

* Street1: 1110 West Capitol Avenue, Third Floor

Street2:

* City: West Sacramento

County: Yolo

* State: CA: California

* Zip Code: 95691 * Country: USA: UNITED STATES

* Phone: [REDACTED]

2. Social Security Number or Employer ID Number: 94-2362972

* 3. HUD Program Name:

Affordable Housing Development in Main Street Rejuvenation Projects

* 4. Amount of HUD Assistance Requested/Received: \$ 1,000,000.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: Parkside at City Center

* Street1: 2121 West Capitol Avenue

Street2:

* City: West Sacramento

County: Yolo

* State: CA: California

* Zip Code: 95691 * Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

Yes No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

Yes No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

City of West Sacramento

Government Agency Address:

* Street1: 1110 West Capitol Avenue, Third Floor

Street2:

* City: West Sacramento

County: Yolo

* State: CA: California

* Zip Code: 95691

* Country: USA: UNITED STATES

* Type of Assistance: RDA Loan

* Amount Requested/Provided: \$ 3,500,000.00

* Expected Uses of the Funds:

Parkside at City Center Multi-Family Rental Project

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:

Street2:

* City:

County:

* State:

* Zip Code:

* Country:

* Type of Assistance:

* Amount Requested/Provided: \$

* Expected Uses of the Funds:

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)
[REDACTED]	[REDACTED]	Architect	\$ 425,000.00 1.80%
[REDACTED]	[REDACTED]	Contractor	\$ 733,078.00 3.00%
[REDACTED]	[REDACTED]	Developer	\$ 1,200,000.00 5.00%
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED] [REDACTED]%
[REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED] [REDACTED]%

(Note: Use Additional pages if necessary.) [REDACTED]

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

* Signature:
Tina Gontarski

* Date: (mm/dd/yyyy)
08/29/2007

Attachments

AdditionalInfo_attDataGroup0

File Name

Mime Type

AdditionalInfo1_attDataGroup0

File Name

Mime Type

**CITY OF WEST SACRAMENTO
CONFLICT OF INTEREST CODE**

18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, *et seq.* The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18100, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the **Appendix A** are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

(3) Section 3. Disclosure Categories (**Appendix B**).

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, *et seq.* In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix B specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Appendix B. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investments and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1 Prohibition on Receipt of Gifts in Excess of \$340.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$340 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
 2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
 3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
 4. Loans made, or offered in writing, before January 1, 1998.
- (8.3) Section 8.3. Loan Terms

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.

- b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$340 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(11) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000 91015. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

NOTE: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300 87302, 89501, 89502 and 89503, Government Code.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

² See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

History

1. New section filed 4-2-80 as an emergency; effective upon filing. Certificate of Compliance included.
2. Amendment of subsection (b) filed 1-9-81; effective 30 days thereafter.
3. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective 30 days thereafter.
4. Amendment of subsection (b)(7)(A) filed 11-10-83; effective 30 days thereafter.
5. Amendment filed 4-13-87; effective 5-13-87.
6. Amendment of subsection (b) filed 10-21-88; effective 11-20-88.
7. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; effective 9-27-90.
8. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of NOTE filed 8-7-92; effective 9-7-92.
9. Amendment filed 2-4-93; effective upon filing.
10. Change without regulatory effect adopting COIC for California Mental Health Planning Council filed 11-22-93. Approved by FPPC 9-21-93.
11. Change without regulatory effect redesignating COIC for California Mental Health Planning Council filed 1-4-94.
12. Amendment filed and effective 3-14-95.
13. Amendment filed and effective 10-23-96.
14. Amendment filed and effective 4-9-97.
15. Amendment filed and effective 8-24-98.
16. Amendment filed and effective 5-11-99.
17. Amendment filed 12-6-2000; effective 1-1-2001.
18. Amendment filed 1-10-2001; effective 2-1-2001.
19. Amendment filed and effective 2-13-2001.
20. Amendment filed 1-16-03; effective 1-01-03.
21. Amendment filed and effective 1-1-2005.
22. Amendment to Appendix A changing position titles 9-14-2005 effective 9-14-2005.
23. Rescind all previously adopted Conflict of Interest Codes and Re-Adopt w/Resolution 06-97

APPENDIX A
CITY OF WEST SACRAMENTO
CONFLICT OF INTEREST CODE

APPENDIX OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

I. **DESIGNATED POSITIONS** The positions listed below are designated positions and the individual occupying each position is deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their economic interests in accordance with the corresponding disclosure categories, defined in Section II below.

<u>Designated Position</u>	<u>Disclosure Categories</u>
Accountant	2
Administrative Aide	3
Administrative Analyst	1
Architectural Projects Manager.....	1
Assistant City Manager.....	1
Assistant/Deputy City Attorney	4
Assistant Director of Public Works & Community Development.....	1
Assistant to the City Manager.....	1
Assistant Utilities Maintenance Superintendent.....	3
Associate Civil Engineer	1
Associate Planner	1
Building Official	1
Building Permit Manager	1
Business Loan Fund Committee	1
Business Manager.....	1
Capital Facilities Manager	1
City Architect.....	1
City Attorney	4
City Clerk	3
City Engineer	1
City Manager	4
City Planner	1
Code Enforcement Manager.....	1
Community Services Manager	3
Consultant ¹	1
Crime Analyst	2
Deputy Chief of Police	1
Development Services Manager.....	1
Director of Finance	4
Director of Housing & Community Investment.....	1
Director of Parks & Recreation	1

Director of Redevelopment	1
Director of Public Works & Community Development	1
Drafting Services Manager	3
Economic Development Coordinator	1
Engineering Construction Manager	1
Finance Manager.....	1
Financial Specialist.....	3
Fire Chief	1
Fire Division Chief.....	1
Fire Inspector	1
First Time Homebuyer Loan Committee.....	1
Flood Control Manager	1
Hazardous Materials Manager	1
Hearing Officer	1
Housing Rehabilitation Loan Advisory Committee.....	1
Human Resources Analyst	3
Human Resources Manager	3
Information Technology Manager	3
Laboratory Manager	3
Maintenance Superintendent.....	3
Member of the Board of Appeals	1
Member of the City Council	4
Member of the Planning Commission	4
Member of the Redevelopment Project Area Committee	1
Operational Superintendent.....	2
Parks & Grounds Maintenance Manager.....	3
Parks Development Manager	1
Parks Planner Specialist.....	1
Payroll Manager.....	1
Police Chief	1
Police Lieutenant	1
Police Records Manager	3
Port Engineer	1
Port Maintenance Superintendent	3
Port Manager	1
Program Manager	1
Project Manager	2
Public Works Manager.....	1
Real Estate Specialist.....	1
Records Manager	3

Recreation Superintendent	1
Redevelopment Manager	1
Redevelopment Program Manager	1
Refuse & Recycling Manager	3
Senior Civil Engineer	1
Superintendent of Parks & Grounds	2
Senior Planner	1
Traffic/Transportation Manager	1
Utilities Maintenance Superintendent	3
Wastewater Treatment Plant Superintendent	3
Water Treatment Plant Superintendent	3
Wharfinger	3

¹ Consultants shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Manager may determine in writing that a particular Consultant, although a "designated position," is hired to-perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is public record and shall be retained for public inspection in the same manner as this Conflict of Interest Code

APPENDIX B

DISCLOSURE CATEGORIES

Category 1 (Full Disclosure):

All interest in real property in the City of West Sacramento, or the city's sphere of influence, including property located within a two-mile radius of any property owned or used by the City of West Sacramento or any of its departments; as well as investments, business positions and sources of income, including gifts, loans and travel payments.

Category 2 (Full Disclosure Excluding Real Property):

All investments, business positions and sources of income, including gifts, loans, and travel payments.

Category 3 (General Contracting/Permitting/Licensing Category):

Investments, business positions, and sources of income of the type which provide services, supplies, materials, machinery or equipment of the type utilized by the official, consultant, or employee's department or division.

Category 4 (GC 87200 Filers):

All officials and employees in this category shall disclose their economic interests as required pursuant to Government Code sections 87200, et seq.

City of West Sacramento, California

Narrative

Executive Summary

Section B: Executive Summary

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Section B: Executive Summary

Applicant/Grantee:	City of West Sacramento
Project Name:	Parkside at City Center
Developer:	Pacific West Communities, Inc.
Land Owner:	Pacific West Communities, Inc.
Project Owner:	West Sacramento Pacific Associates, LP
Project Location:	2.12 Acres located at 2121 West Capitol Ave (APN 067-220-201)
Project Type:	Affordable Housing Rental New Construction

The Parkside at City Center affordable housing project has a mix of 34 two-bedroom unit and 28 three-bedroom units, and targets families earning up to 60% of the area median income for Yolo County. The unit mix is as follows:

Unit Distribution:	2BR MNGR	2BR 30%	2BR 45%	2BR 50%	2BR 60%	3BR 30%	3BR 45%	3BR 50%	3BR 60%	Total
Walk-Up	1	4	5	17	7	3	5	14	6	62

The design theme is that of traditional downtown row houses proportions with a contemporary twist using bold color and a marriage of traditional and modern textured materials. The project consists of three buildings, Building 1 includes a small 1600 sq. ft. retail space which is incorporated on the ground floor and provides a corner anchor feature that will activate the streetscape and help achieve the goals of West Sacramento’s Main Street rejuvenation effort.

Buildings	Elevator	Res. Sq Ft	Other Sq Ft	Gross Sq Ft
Building 1		14,600	1,600	16,200
Building 2		13,510		13,510
Building 3	YES	16,200	2,200	18,400

West Capitol Avenue has served as the “main street” corridor for the West Sacramento community long before the City incorporated in 1987. The corridor remains the principal commercial spine of the City and provides a gateway across the Sacramento River to downtown Sacramento and the State Capitol. In the 1920s, West Capitol Ave became a key portion of U.S.

Highway 40, the main coast-to-coast highway and link between the San Francisco Bay Area and Sacramento. This designation and increased automobile travel increased business opportunities for restaurants, motels, automobile camps, and filling stations. This concentration of business enterprise along West Capitol Ave created a downtown or main street area for the then-unincorporated districts of present-day West Sacramento.

However, in the summer of 1954 the demise of West Capitol Ave as a thriving main street area was sealed by the opening of U.S. Interstate 80 (I-80) to the south of the corridor. Future improvements to I-80 and its connections essentially cut off West Capitol Ave and its businesses from highway traffic, resulting in higher vacancy rates for motels and the decline of properties along the corridor. Since it no longer served as the major highway linking the San Francisco Bay Area to the Sacramento area, business opportunities all but vanished and private investment decreased. Until recently, West Capitol Ave suffered from decades of physical and deterioration and blight.

In 1987, the City of West Sacramento incorporated, with a primary goal of the new city being the reinvigoration of West Capitol Ave as the City's downtown/main street core. An Action Plan for the corridor was adopted in 1992, beginning a series of public investments designed to revive and transform the dilapidated downtown area into mixed-use commercial, residential, and civic center. In 2005, the City adopted the West Capitol Ave Corridor Action Plan and Implementation Strategy, which built on the efforts of the 1992 Plan and sought to eliminate physical and institutional barriers to change in the downtown area. These implementation measures included recent changes to the zoning ordinance to facilitate new development; the implementation of the West Capitol Ave Streetscape Master Plan to redesign and rebuild the boulevard to facilitate downtown development; and the major reconstruction of

intersections and vehicular connections to remove barriers of access. Within the past five years, several major public investment projects within the West Capitol Ave revitalization area have taken place or are underway. More information on these projects is provided in the Leverage section in Rating Factor 3 of this application and on the Map of Main Street Area in Section L.

The proposed Parkside at City Center development will provide a much needed boost to the availability of affordable housing for very low and extremely low-income households and offer a safe and quality housing option for many current residents of substandard housing along or near the West Capitol Ave corridor. The income mix of residents living in the vicinity of West Capitol Ave is predominantly very low-income, as the housing stock in the immediate area generally consists of mobile home parks and long-term residency in motels. This high density new construction effort will provide a catalyst for redevelopment of low-density, underutilized properties and is an appropriate, suitable and necessary addition to the housing stock. In addition, this development helps fulfill the needs of the rejuvenation effort described above, including converting underutilized parcels into active mixed use developments that bring “eyes on the street” and residential street fronts that increases commercial activity. Located near a strategic corner, the development will participate in the intersection reconstruction and street front improvements.

The residential development and the small commercial/retail space incorporated into the development is very marketable given its strategic location, its “curb appeal” and design, and its affordability structure. The development is located adjacent to City-owned vacant land that is slated for development as a linear park facility. The design embraces this future public amenity, and the conjoining uses will compliment each other, providing for increased appeal and marketability of the residential units

The City is requesting \$1,000,000 in HOPE VI funds to support this development. The City has been actively working with the owner and developer of the property and has reached an agreement to lend \$3.5 million to support the project. In addition to the HOPE VI request and the City's commitment of \$3.5 million, the additional funding sources include: Low Income Housing Tax Credits; Construction, Commercial and Permanent Loans from Sun America; and developer equity. Non HOPE VI Funds that support the West Capitol Ave/Main Street rejuvenation effort as a whole include: City Redevelopment Agency Tax Increment Funds; City Capital Improvement Plan Funds; City Redevelopment Agency Housing Set-Aside Funds; City General Funds; State of California CDBG Grants; State of California Workforce Housing Reward Grants; Sacramento Council of Governments Community Design Grant; State of California Orphan Site Cleanup Account Funds; U.S. Environmental Protection Agency Brownfield Assessments Grants; Private Construction and Permanent Financing for Development Projects; Private Equity from Project Developers.

The cost controls that will be implemented include TDC compliance and Safe Harbor for Developer and General Contractor Fee. As documented in the Application Data Sheet, the Total Development Cost limit for the 61 assisted housing units is [REDACTED] and the total HOPE VI funds/Other Public Housing Sources is \$1,000,000, which results in the TDC being [REDACTED] of the TDC limit. The project complies with the [REDACTED] Developer Fee Safe Harbor - [REDACTED] developer fee documented in the Data Sheet is [REDACTED] of the total project costs funded by HOPE VI grant funds or leverage funds. The General Contractor general requirements, overhead and profit are [REDACTED] of the total hard costs indicated in the construction portion of the development budget outlined in the Data Sheet. The breakdown of the [REDACTED] in accordance with the [REDACTED] outlined by the Safe Harbor rules.

City of West Sacramento, California

Narrative

Rating Factor Responses

Section C: Rating Factor 1, Capacity

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Rating Factor 1: Capacity

As Table 2 below demonstrates, the small City of West Sacramento has extensive experience in developing this type of housing in partnership with non-profit and for-profit workforce housing developers. In addition, Table 2 illustrates the number of grants and loans from federal and state sources as well as dollar amounts of these sources. Since 1994, a total of 433 units of newly constructed affordable rental units have been produced or are under construction as a result of the City's efforts. In addition to the Parkside project, the City is currently supporting the development of a 60-unit for-sale townhouse project on West Capitol Ave that should break ground in late September. This project, along with the Parkside project, will be major contributors to the revitalization of the West Capitol Ave Corridor.

Funding sources for the projects listed in Table 2 have consisted of various local, state, and federal subsidy programs, including Low-Income Housing Tax Credits, Tax-Exempt Multifamily Housing Bonds, City Redevelopment Agency Housing Set-Aside Funds, State of California HOME and CDBG funds, California Housing Finance Agency loans, a HUD 202 loan, and private financing. The City has provided the Redevelopment Housing Set-Aside funds and has also successfully applied for and administered the HOME and CDBG grants and CalHFA loans used to subsidize the development of affordable housing.

The City's partner in the project is land owner and developer Pacific West Communities, Inc. (PWC). PWC was formed as a real estate development and financing firm specializing in the construction and rehabilitation of affordable workforce housing throughout the western United States. With a particular emphasis on the use of the affordable housing tax credit, PWC and its related companies develop multi-family and senior citizen housing in the states of California, Arizona, New Mexico, Utah, Oregon, Montana, Idaho, Nevada, Colorado,

Washington, and Wyoming. The President and C.E.O. of PWC, Caleb Roope, has managed the development and construction of over eighty housing developments over the past thirteen years. Concentrating primarily on the new construction of housing, as opposed to rehabilitation of existing housing, PWC combines the federal affordable housing tax credit program with secondary financing such as Home Investment Partnership Program (HOME) Funds, Community Development Block Grant (CDBG) Funds, redevelopment agency financing and other local, state, and federal resources to creatively bring solutions to communities with great affordable and workforce housing needs. PWC fills a much needed housing niche in a variety of unique environments with a special focus on rural areas, resort communities, and high cost communities such as Jackson Hole-WY, Truckee-CA, Bishop-CA, Mammoth Lakes-CA, and Eagle-CO. Caleb Roope's experiences include all facets of the real estate development and financing processes with special emphasis directed toward site acquisition and feasibility evaluations. PWC initiates eight to ten new developments per year resulting in approximately twenty-five active developments in various stages of development and construction. A small sample of the projects Pacific West Communities, Inc. has developed is provided in Table 1. These projects include complex developments that include a myriad of local, state and federal financing resources.

The combined development team from the City and PWC boast experience with grant and/or financing contracts that include 11 states, over 30 local jurisdictions and the federal government departments of USDA, EPA, HUD and USDOT. The combined experience of the City, the developer and the contractor provides ample expertise and knowledge to complete an award winning project that will be a community asset for years to come, while providing HUD the necessary reporting and compliance mechanisms necessary to financing and evaluate this

affordable project's success. City and PWC team members who will be assigned to this project include:

Caleb Roope, President/CEO, Pacific West Communities, Inc. Mr. Roope is the Principal and CEO of four major companies in the areas of development (Pacific West Communities, Inc.), finance (Roope, LLC.), architecture (Pacific West Architecture), and construction (Pacific West Builders). Mr. Roope has over thirteen years of professional experiences specializing in affordable housing developments and has successfully constructed over 80 multi-million dollar affordable housing developments in eleven western states. Mr. Roope is a specialist in the affordable housing industry with a keen knack concentrating primarily on the new construction of housing, combining the federal low-income housing tax credit program with secondary financing resources. Mr. Roope is an expert in the area of finance, tax credit programs, and is a desired consultant among the affordable housing industry. With his combined skills of professionalism, relationships with government agencies, finance, construction oversight, project management, and team of specialists supporting him, Mr. Roope is able to successfully complete 8 to 10 affordable housing developments per year.

[REDACTED], Director of the Housing and Community Investment Department, City of West Sacramento. [REDACTED] is the head of the Housing and Community Investment Department (HCI) for the City of West Sacramento which administers affordable housing programs for the City and its Redevelopment Agency. [REDACTED] has been with the city since 1994. HCI is responsible for a variety of programs and projects such as new construction; housing rehabilitation, both owner occupied and multi-family; homebuyer assistance programs; monitoring of regulatory agreements; the Motel Standards Inspection Program; and special projects such as Brownfields, assessments and remediation; and the financing for a sewer

installation/septic tank replacement program for a 217- unit single family neighborhood facing health and safety issues. In addition to administering the Redevelopment Agency's Housing Set-Aside Fund, other sources of funding for HCI programs and projects include: CDBG, HOME, HUD 202, CalHOME (state bond funds), and California Housing Finance Agency Loans (CalHFA). Prior to coming to West Sacramento, [REDACTED] was a Community Development Representative with the State of California's CDBG Program. [REDACTED] managed a portfolio of 60+ contracts valued at more than \$30,000,000 in five counties. [REDACTED] major duties consisted of training and technical assistance in project/grant management and application preparation. Previously, [REDACTED] was a commercial real estate agent and a Main Street Program Manager.

[REDACTED] Senior Program Manager, City of West Sacramento. [REDACTED] administers the City's Inclusionary Housing Program, including the development of program policies, negotiations with housing developers, and project management of affordable housing developments. [REDACTED] is currently responsible for the project management of a 120-unit affordable senior multifamily housing project funded in part by a HOME Project Grant, as well as the contract administration and reporting for the grant. [REDACTED] is also providing project management of the Parkside project. Prior to [REDACTED] three year tenure with the City of West Sacramento, [REDACTED] worked in another local jurisdiction where [REDACTED] was responsible for development; affordable housing project management; and administration of the Redevelopment Agency 20% Housing Set-Aside Funds. [REDACTED] also managed the jurisdiction's CDBG Entitlement Program and administered other grant funding.

[REDACTED] City Finance Manager. [REDACTED] is responsible for the daily operations of the City's Finance Department. [REDACTED] manages, directs and organizes activities related to the City's payroll preparation, accounts payable, revenue collection, financial record

keeping and city-wide utility billing. [REDACTED] is also in charge of financial record keeping and reporting for all federal and state-funded grant activities for all city departments. [REDACTED] works with all departments to properly record financial transactions to the City's General Ledger, prepares financial statements and coordinates the annual City Audit and other independent audits. [REDACTED] is also a member of the First-Time Homebuyer Loan Committee. During [REDACTED] tenure with the City, there have not been any material findings in city-wide audits nor have there been any findings in audits or monitoring related to federal or state grants awarded to and administered by the City.

[REDACTED] **Housing Programs Manager, Pacific West Communities, Inc.** [REDACTED] has been a key team member of Pacific West Communities since 1998. [REDACTED] experiences span twelve years working with government agencies in nine states to secure housing tax credits, HOME Funds, CDBG Funds, AHP Funds, and Tax Exempt Bonds for affordable multi-family developments. [REDACTED] specializes in community development through coordinating all federal housing programs applications. [REDACTED] was a multi-family program specialist with Idaho Housing and Finance Association for four years prior to working for Pacific West Communities and has been the key in the development of over 44 multi-family developments since 1998.

[REDACTED] **Pacific West Architecture.** [REDACTED] licensed architect in fourteen western states, and based in PWC's home office, has over sixteen years of professional experience in real property entitlement, master use planning, schematic design development, construction documentation, and contract administration on hundreds of commercial, retail, and multi-family developments throughout the United States. [REDACTED] experience in traditional and historic architecture is best demonstrated by an adaptive reuse project in Los Angeles where

an existing forty year old retail development was rehabilitated and converted into a state of the art Bristol Farms Market. The original structure and adjacent retail space were built approximately forty three years ago and had been in a constant state of decline until a new owner determined that a non-traditional retail outlet was more appropriate for the neighborhood adjacent to Layola Marymount College in nearby Marina Del Rey. Taking design cues from adjacent mission style and art deco homes built in the late thirties and forties, the design architect, [REDACTED] utilized a synthesis of stucco, stone and accent lighting to create a sense of drama and theatre for a once tired and overlooked shopping center. The final design product pays homage to the adjacent commercial architecture within the context of the existing mélange of architectural styles and features up and down the adjacent Lincoln Boulevard, while smartly conveying to both customers and nearby home owner's that this adaptive reuse and renovation has both a connection to their past and the celebration of a multi-cultural future. [REDACTED] experience is evident in the Parkside at City Center project.

Pacific West Builders, Inc. (PWB) is a general contractor and construction management firm specializing in multi-family, single family, and modular construction of affordable workforce housing. [REDACTED] is the Construction Director who will oversee the construction of the Parkside at City Center project. [REDACTED] has spent his professional career of 27 years building over 10,000 units of single family and multi-family housing. [REDACTED] also has extensive experience building commercial facilities, rehabilitating existing properties, high density multifamily construction and constructing residential units over a concrete podium. [REDACTED] specializes in construction of multi-family developments from design through completion. Prior to joining PWB, [REDACTED] was the Vice President of Construction for three

major homebuilders in northern California responsible for all aspects of construction and development with revenues totaling more than one billion dollars.

TABLE 1
A Sample of the 50+ Projects Completed by Pacific West Communities, Inc.

Year Completed	Project	Project Type	Affordability			Total Units	Funding Source(s)	Total Cost
			VL	L	M			
2006	Courtyards at Cypress Grove Oakley, CA	Rental	45	50	0	95	City RDA Funds 4% LIHTC, MHP, HOME, & Tax Exempt Bonds	\$29,596,717
2006	Aspen Village Mammoth Lakes, CA	Rental	5	42	0	47	4% LIHTC, HOME Funds, Trust Fund Loan, & Tax Exempt Bonds	\$15,861,519
2006	Hennes Flats Truckee, CA	Rental	50	42	0	92	MHP Funds, 4% LIHTC, HOME Funds and Tax Exempt Bonds	\$27,218,370
2003	Parkcreek Village Farmersville, CA	Rental	47	0	0	47	RDA Funds, HOME Funds, 9% LIHTC, & USDA 538 Loan Guarantee	\$7,178,420
2001	Sunrise Vista Apartments Waterford, CA	Rental	55	0	0	55	HOME Funds, 9% LIHTC, USDA 515 Loan, &a Private Loan	
2006	Vista Ridge Apartments Red Bluff, CA	Rental	55	0	0	55	CDBG Funds, HOME Funds, 9% LIHTC, State Tax Credits and a USDA 538 Loan Guarantee	\$11,108,932
2002	Ashton Place Caldwell, ID	Rental	30	17	0	47	9% LIHTC, City of Caldwell Urban Renewel Agency Funds, HOME Funds and Idaho Community Reinvestment Corporation Loan	\$4,261,403
2003	Pinehurst Flagstaff, AZ	Rental	41	42	0	83	9% LIHTC and a Private Loan	
2005	Vista Montana Pahump, NV	Rental	79	0	0	79	9% LIHTC and a Private Loan	

TABLE 2

Year	Project Name	Type	Units	Units	Units	Units	Units	Funding Source	Total Cost
1994	West Capitol Courtyard I	Rental	40	10	0	50		City Redevelopment Agency (RDA) Housing Funds	\$6,980,000
1996	Holly Courts	Rental	20	20	0	40		Low-Income Housing Tax Credits (LIHTC); SAMCO Permanent Loan; RDA Housing Funds	\$5,290,000
1999	West Capitol Courtyard II	Rental	75	0	0	75		LIHTC; RDA Housing Funds; CalHFA Permanent & Bridge Loans; \$1M HOME Grant; \$500K CDBG Grant; \$225K AHP Grant	\$11,490,000
1999	Margaret McDowell Manor	Rental	73	14	0	87		\$950K City HOME Grant; \$5.7M HUD 202 Loan; RDA Housing Funds	\$7,430,000
2001	Cummins Row	Rental	8	3	1	12		RDA Housing Funds	N/A
2006	Westwood Vistas	Rental	35	15	0	51		LIHTC, \$1M RDA Housing Funds	\$11,000,000
2007	The Rivers Senior Apartments	Rental	60	59	0	120		LIHTC, Multifamily Housing Bonds, \$1.3M HOME Grant	\$17,260,000
2008	Landmark Lofts	For Sale	2	0	13	60		\$2.4M CDBG Grant, \$2.2M CalHFA Predevelopment Loan, \$300K BEGIN Down Payment Assistance Grant	\$20,000,000
2008	Parkside at City Center	Rental	48	13	0	62		LIHTC, \$1.9 HOME Grant, \$1.6M RDA Housing Funds	\$23,470,000

City of West Sacramento, California

Narrative

Rating Factor Responses

Section D: Rating Factor 3, Readiness and Appropriateness

WestSacramentoCANarrativeSectionD_RatingFactor3.doc

Rating Factor 3: Readiness and Appropriateness of the Main Street Affordable Housing

Project Narrative

(1) Site Control, Zoning, Developer/Construction Agreement (a) Evidence of Site Control – Deed and Title Report showing Pacific West Communities, Inc.(PWC), HOPE VI Main Street Application Team Member, as land owner. See Readiness Attachment Exhibit. **(2) Zoning –** City of West Sacramento Planning Commission Action Forms (June 7, 2007 & July 10, 2007) verifying land use approvals; Letter from Steven Colasanti verifying zoning, Local Approvals worksheet confirming receipt of local approvals by City Planner Steven Rikala. See Readiness Attachment Exhibit.

(3) Developer/Construction Agreement. The City has been actively seeking property owners and developers interested in participating in the West Capitol Ave/main street rejuvenation effort. PWC put the Parkside at City Center property under contract and immediately scheduled a meeting with the City. The City was excited about the possibility of an affordable housing development on this section of their main street and went to work to identify funding sources that will assist the project, including providing a commitment of funds from the Redevelopment Agency. With this encouragement, developer PWC purchased the property, and pursued and received land use entitlements/local approvals to develop the Parkside at City Center project. PWC and the City are committed to completing the project as a team and have taken the following steps toward that goal: local approvals, appraisal, Phase I, NEPA EA/Finding of No Significant Impact, Soils Report, LIHTC application, City Redevelopment Agency Loan Commitment, HOPE VI Main Street Project Team Application, letter of intent with Pacific West Builders, Inc., General Contractor. Although a NEPA EA has been completed and a FONSI has

been issued and circulated, no choice limiting actions have taken place, nor have any contracts or binding agreements been entered into for choice limiting actions.

(4) **Leverage** – City Leverage Funds Commitment Letter, AIG Sun America Financing Commitment Letter and AIG Sun America Tax Credit Equity Commitment Letter are included in the Readiness Attachment Exhibit. The Application demonstrates Leverage well over [REDACTED] of the HOPE VI Grant Amount. **Project Leverage** - Construction financing will be provided through a combination of tax credit financing, a construction loan, RDA Loan, HOPE VI Main Street Grant, Commercial Loan and deferral of the developer's fee and other costs. [REDACTED] in tax credit will be contributed during the construction phase. A portion of the developer fee in the amount of [REDACTED] and [REDACTED] in operating and rent reserves will be used during construction. Sun America will provide construction loan for [REDACTED] and a commercial construction loan for [REDACTED]. Finally, the City will loan the project [REDACTED] in Redevelopment funds. Permanent financing will be supplied through [REDACTED] in tax credit equity, a permanent loan in the amount of [REDACTED] and [REDACTED] commercial loan from Sun America. The City RDA Loan and HOPE VI Main Street Grant will convert to permanent loans and a [REDACTED] developer fee will be deferred

Main Street Rejuvenation Effort Leverage, appropriateness and feasibility, including promotion and marketing - The Parkside at City Center project is an exemplary model of the urban design and density contemplated in the City's long-term vision for the West Capitol Ave revitalization area. The project is also consistent with the City's West Capitol Ave Streetscape Master Plan and urban design guidelines. The City Council and Board of Directors of the City's Redevelopment Agency approved a commitment of funds for \$3.5 million for the Parkside project in support of both the urban design of the project and the needed affordable housing.

In addition, the City has leveraged millions of dollars in public funds from various sources to contribute to the downtown rejuvenation effort of West Capitol Ave. In 1999, the City secured a \$950,000 grant from the State of California HOME program for the construction of Margaret McDowell Manor, an 87-unit affordable housing development for senior citizens. In 2002, construction was completed on the new City Hall building, located on West Capitol Ave as an anchor to the downtown redevelopment effort. The City invested approximately [REDACTED] to complete this project. Currently the City is working with other public agencies on a large-scale civic center project located across the street from City Hall. Thus far the City has contributed around \$856,000 towards the purchase of property for the center.

Massive streetscape and infrastructure improvements are projected or underway along West Capitol Ave to be funded by a combination of public sources. \$895,000 of Redevelopment Agency funds resulted in the West Capitol Ave Streetscape Master Plan, which sets forth the design guidelines that will reconstruct the streetscape of West Capitol Ave over the next several years to facilitate downtown development. This fall the City will complete construction on an approximately \$6,000,000 infrastructure project to demolish a physical barrier limiting vehicular and pedestrian access to West Capitol Ave from nearby areas and create a new intersection at the gateway to the City's downtown core. Also, the City has received Workforce Housing Reward grants from the State of California totaling about \$76,000 that will contribute to the construction of a new City park on a site adjacent to the proposed Parkside project.

The development of housing and mixed-use projects along West Capitol Ave is a high priority of the City, as demonstrated by the support for the Parkside project along with the Landmark Lofts mixed-use development project. Landmark Lofts is a proposed 60-unit for-sale townhome project on West Capitol Ave featuring ground floor retail space. The City has secured

funding through the State CDBG program, the State BEGIN program, and the California Housing Finance Agency totaling \$4,900,000 to support the development of this project on the site of a former dilapidated motel. The City is also utilizing over \$1,000,000 in grant funding from the State EPA to remediate contamination on the site adjacent to Landmark Lofts. Additionally, the City provided \$900,000 in CDBG funding to acquire and demolish the former Sacramento Generator property to support this brownfield redevelopment project.

Promotion & Marketing of the Main Street Rejuvenation Effort - The City has used and will use multiple facets to promote and market the West Capitol Ave downtown revitalization effort. The City's Economic Development Division implements an active business attraction and retention program, with a focused effort on attracting new retail business to the West Capitol Ave corridor. In addition, the West Sacramento Chamber of Commerce has recently adopted a marketing program known as "Project Pride" designed to promote a positive image for West Capitol Ave through specific implementation measures. The efforts of the City and the Chamber of Commerce are intended to attract new businesses to the West Capitol Ave corridor along with new residents to proposed mixed-use projects in the area. The City actively promotes the downtown vision of West Capitol Ave to the greater public as well, as one of the City's six primary goals stated in its 2012 Strategic Plan is "West Capitol Ave: Developing as Our Community's Downtown."

The City and the developer of the project will conduct targeted marketing to lower-income populations that are most likely to apply for and benefit from the affordable housing to be provided by the project. This marketing will be conducted in accordance with affirmative fair housing marketing requirements, and will include multilingual outreach efforts to local media outlets and community organizations that have contact with lower-income residents of West

Sacramento. In addition, marketing of the affordable units in the Parkside project will be targeted directly to residents of mobile home parks and long-term motel residents in the vicinity of the West Capitol Ave corridor. The project presents an opportunity for these residents to obtain safe and quality affordable housing as an alternative to their present substandard housing conditions.

(5) Retention of Historic or Traditional Architecture – The project location is an underutilized site that is not surrounded by historic or traditional architecture. The City has adopted design guidelines that encourage mixed use, traditional streetscape design with modern and contemporary urban architecture. The Parkside project embodies these guidelines and exemplifies the type of architecture the City encourages along its main street.

(6) Section 3. – See the Readiness Attachment Exhibit for the Section 3 Plan.

(7) Energy Star – See the Readiness Attachment Exhibit Letter from [REDACTED] Pacific West Architecture.

Items listed on Page 60 of the NOFA under section V.A.3 can be found in various narrative and attached sections of the Application. It is the Applicant's understanding that V.A.3.a.(d) does not apply to the Parkside at City Center project as it IS a separable part of the larger Main Street rejuvenation effort. However, the Readiness Attachment Exhibit contains excerpts from the Parkside at City Center Market Study and the Retail Market Analysis for the West Capitol Ave main street area.

City of West Sacramento, California

Narrative

Rating Factor Responses

Section E: Rating Factor 4, Program Administration and Fiscal Management

WestSacramentoCANarrativeSectionE_RatingFactor4.doc

Rating Factor 4: Program Administration and Fiscal Management

The City's record in **program administration** of grants has been excellent. There have not been any findings or material weaknesses noted by the grantors in the monitoring of these grants prior to the publication of the NOFA for this HOPE VI application period. This fact is notable since the City has received 37 federal, state and local grants since 2000 valued at \$26,059,970.

With respect to the fiscal management of grants, there have been no material findings in city-wide audits nor have there been any findings in audits or monitoring related to the fiscal administration of federal or state grants awarded to and administered by the City. The City has received unqualified opinions on every audit conducted on the City's Finance Department.

The **program schedule** consists of the following:

Date	Item	Contacts/Contributors
August 29, 2007	Submit Grant Application	Development Team
October 30, 2007	Grant Award Date	HUD NOFA
January 15, 2008	Development Proposal Submitted to HUD	Development Team
January 30, 2008	Grant Agreement Execution	HUD NOFA
February 1, 2008	Close of Financing Commitments	Development Team; Financial Sources
February 1, 2008	Start of Construction	Development Team
February 1, 2009	Close of Construction; Certificate of Occupancy Issued	Development Team

Development, Financial and Fiscal Management will be carried out as follows, as illustrated in the following table:

Activity	Team Member	Methods
General Administration	[Redacted] City [Redacted] City	Weekly meetings are held to discuss programs. Quarterly reports are reviewed and discussed prior to submittal. Any questions that arise are promptly discussed with Grantor.
Construction	[Redacted] PWB, [Redacted] [Redacted] PWC	Regular construction meetings of development team in addition to City Building inspectors who monitor according to code/building permit; construction quality will be

	██████████ City	monitored by an additional inspector who will report to the HCI Department
Match	██████████ City	Match funds provided by the RDA Set Aside will be provided for and in a loan to the developer in a draw schedule to be negotiated and submitted to HUD as part of the Development Proposal. The HCI Inspector will ensure and sign off that work has been completed according to the draw request. ██████████ will request payment made to developer.
Accounting & Distribution of Grant Funds	██████████ City ██████████ City ██████████ PWC	Grant funds will be distributed on a draw schedule incorporated into the loan agreement between the City and Developer for all funds controlled by the City and pledged to the project. Developer will submit draw requests based on work completed, HCI inspector will verify amount and quality of work. ██████████ will authorize payment. ██████████ will process payment ensuring that all documentation needed to pay draw is included in the payment request.
Procurement	██████████ City	The City has administered many federal grants and has prepared federal overlay requirements that are included in Requests for Proposals (RFP's) and contracts. The City has a consultant under contract to monitor construction projects for Davis-Bacon/Prevailing Wage requirements as necessary. The City also has administrative policies adopted by the City Council relating to procurement. Compliance to fiscal and programmatic and administration of various grants are reviewed annually in the City's single audit process.

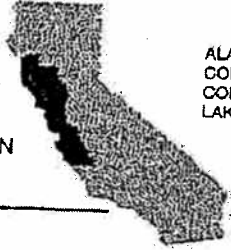
Tracking and reporting will meet the requirements of the grant as outlined in the grant agreement. At a minimum, the city expects to file quarterly reports which will be submitted by ██████████ Senior Program Manager. ██████████ the lead manager for this project and ██████████ backup, both have been trained in and previously used the IDIS federal reporting system for CDBG and housing authority reports.

With respect to its computer system capability, the City is connected to the World Wide Web (internet) through a 50MB dedicated fiber connection that is provided by Charter Communications. The City has an established firewall and antivirus project as a component of

its security measures. Within the City there are approximately 42 network servers and 450 PC's MDC's throughout thirteen city facilities. There is a four/five year replacement schedule for all PC's and network servers to ensure the City maintains modern equipment for its staff. The standard workstation software package includes Microsoft XP operating system and Office 2003. In October 2007 the City plans to migrate its systems to the Microsoft SharePoint, Vista and Office 2007. The Civic Center serves as the hub of network infrastructure and each remote location is connected by way of dedicated T1's or 50MB fiber when it is available.

The Program Schedule attached in Section H is realistic given the activities that have been completed to date, and the Team and General Contractor's historical experience with development projects. The State Historic Preservation Officer has been contacted and the response from the California Historical Resource Information System is attached. In addition, the City and Developer have verified that no litigation or court orders exist that will affect the milestones, including the passage of all appeal dates, and the Gantt chart is attached.

CALIFORNIA
HISTORICAL
RESOURCES
INFORMATION
SYSTEM



ALAMEDA
COLUSA
CONTRA COSTA
LAKE

MARIN
MENDOCINO
MONTEREY
NAPA
SAN BENITO
SAN FRANCISCO

SAN MATEO
SANTA CLARA
SANTA CRUZ
SOLANO
SONOMA
YOLO

Northwest Information Center
Sonoma State University
1303 Maurice Avenue
Rohnert Park, California 94928-3609
Tel: 707.664.0880 • Fax: 707.664.0880
E-mail: leigh.jordan@sonoma.edu

August 1, 2007

NWIC File No.: 07-0040

Neil O'Hara
RNC Environmental, LLC
9746 Parktree Way
Elk Grove, CA 95624

Re: Record search results for the proposed 2103-2121 West Capitol Avenue Project.

Dear Mr. O'Hara:

Per your request received by our office on 11 July 2007, a records search was conducted for the above referenced project by reviewing pertinent Northwest Information Center (NWIC) data maps, historic-period maps, and literature for Yolo County on file at this office. Review of this information indicates that the proposed project area contains no recorded Native American or historic-period archaeological resources. This office has no record of any archaeological studies of the project area. State and federal inventories list no historic properties within the proposed project area.

At the time of Euroamerican contact the Native Americans that lived in the area were speakers of the Patwin language, part of the Penutian language stock (Johnson 1978:350). There are no Native American resources in or adjacent to the proposed project area referenced in the ethnographic literature.

Based on an evaluation of the environmental setting and features associated with known sites, Native American cultural resources in this part of Yolo County have been found near sources of water including perennial and intermittent watercourses, near ecotones, and near the former locations of marshes or lakes. The 2103-2121 West Capitol Avenue Project area is located on a poorly draining soil approximately one mile west of the Sacramento River. Given the dissimilarity of these environmental factors, there is a low likelihood that unrecorded Native American cultural resources exist in the proposed 2103-2121 West Capitol Avenue Project area.

Review of historical literature and maps gave no indication of historic-period archaeological resources within the project area. With this in mind, there is a low possibility of identifying historic-period archaeological resources.

RECOMMENDATIONS:

1) There is a low possibility of identifying Native American and historic-period sites and further study is not recommended at this time.

2) Review for possible historic structures has included only those sources listed in the attached bibliography and should not be considered comprehensive. The Office of Historic Preservation has determined that buildings, structures, and objects 45 years or older may be of historical value. ***If the area of potential effect contains such properties we recommend that the agency responsible for Section 106 compliance consult with the Office of Historic Preservation regarding potential impacts to these properties.***

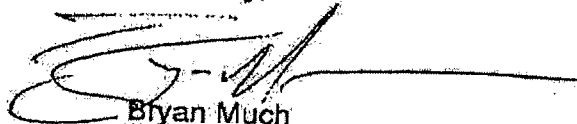
Project Review and Compliance Unit
Office of Historic Preservation
P.O. Box 942896
Sacramento, CA 94296-0001
(916) 653-6624

3) If cultural resources are encountered during the project, avoid altering the materials and their context until a cultural resource consultant has evaluated the situation. Project personnel should not collect cultural resources. Prehistoric resources include chert or obsidian flakes, projectile points, mortars, and pestles; and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic-period resources include stone or adobe foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old wells or privies.

4) It is recommended that any identified cultural resources be recorded on DPR 523 historic resource recordation forms, available online from the Office of Historic Preservation's website: http://ohp.parks.ca.gov/default.asp?page_id=1069.

Thank you for using our services. Please contact this office if you have any questions, (707) 664-0880.

Sincerely,



Bryan Much
Researcher I

LITERATURE REVIEWED

In addition to archaeological maps and site records on file at the Northwest Information Center of the Historical Resources Information System, the following literature was reviewed:

- Fisher, Ray
1983 *Yolo Landmarks Tour*. Yolo County Historical Society.
- Fickewirth, Alvin A.
1992 *California Railroads*. Golden West Books, San Marino, CA.
- General Land Office
1871 Survey Plat for Township 9 North/Range 4 West.
- Gudde, Erwin G.
1969 *California Place Names: The Origin and Etymology of Current Geographical Names*. Third Edition. University of California Press, Berkeley and Los Angeles.
- Hart, James D.
1987 *A Companion to California*. University of California Press, Berkeley and Los Angeles.
- Hoover, Mildred Brooke, Hero Eugene Rensch, and Ethel Rensch, revised by William N. Abeloe
1966 *Historic Spots in California*. Third Edition. Stanford University Press, Stanford.
- Hoover, Mildred Brooke, Hero Eugene Rensch, and Ethel Rensch, William N. Abeloe, revised by Douglas E. Kyle
1990 *Historic Spots in California*. Fourth Edition. Stanford University Press, Stanford.
- Johnson, Patti J.
1978 Patwin. In *California*, edited by Robert F. Heizer, pp. 350-360. *Handbook of North American Indians*, vol. 8, William C. Sturtevant, general editor. Smithsonian Institution, Washington, D.C.
- Kroeber, A.L.
1925 *Handbook of the Indians of California*. Bureau of American Ethnology, Bulletin 78, Smithsonian Institution, Washington, D.C. (Reprint by Dover Publications, Inc., New York, 1976).
- 1932 *The Patwin and their Neighbors*. University of California Publications in American Archaeology and Ethnology 35(2):15-22. University of California Press, Berkeley. (Reprint by Kraus Reprint Corp., New York, 1965).
- Roberts, George, and Jan Roberts
1988 *Discover Historic California*. Gem Guides Book Co., Pico Rivera, California.
- State of California Department of Parks and Recreation
1976 *California Inventory of Historic Resources*. State of California Department of Parks and Recreation, Sacramento.

State of California Department of Parks and Recreation and Office of Historic Preservation
1988 *Five Views: An Ethnic Sites Survey for California*. State of California Department of
Parks and Recreation and Office of Historic Preservation, Sacramento.

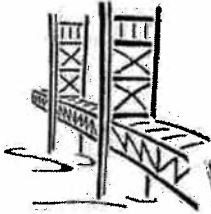
State of California Office of Historic Preservation **
2007 *Historic Properties Directory*. Listing by City (through June 2007). State of California
Office of Historic Preservation, Sacramento.

Williams, James C.
1997 *Energy and the Making of Modern California*. The University of Akron Press, Akron
OH.

Woodbridge, Sally B.
1988 *California Architecture: Historic American Buildings Survey*. Chronicle Books, San
Francisco.

Works Progress Administration
1984 *The WPA Guide to California*. Reprint by Pantheon Books, New York. (Originally
published as *California: A Guide to the Golden State* in 1939 by Books, Inc.,
distributed by Hastings House Publishers, New York.)

**Note that the Office of Historic Preservation's *Historic Properties Directory* includes National
Register, State Registered Landmarks, and Historic Points of Interest.



CITY OF
WEST SACRAMENTO

CITY HALL

1110 West Capitol Avenue
West Sacramento 95691

City Council
City Manager
City Clerk
Human Resources
(916) 617-4500
Fax (916) 372-8765

M.I.S.
(916) 617-4520
Fax (916) 372-8765

Community Development
Planning
Engineering
(916) 617-4645
Fax (916) 371-0845

Building
(916) 617-4683
Fax (916) 375-1145

Parks & Community Services
(916) 617-4620
Fax (916) 372-5329

Development
Economic Development
(916) 371-4535
Fax (916) 373-5848

Grants & Community Investment
(916) 617-4555
Fax (916) 372-1584

Finance
(916) 617-4575
Fax (916) 373-9006

Utilities
(916) 617-4589
Fax (916) 373-9006

Recycling
(916) 617-4590
Fax (916) 373-9006

Fire Administration
(916) 617-4600
Fax (916) 371-5017

POLICE

550 Jefferson Blvd
West Sacramento 95605

Police
Code Enforcement
(916) 372-2461
Fax (916) 373-0517

PUBLIC WORKS

1st River Road
West Sacramento 95691
(916) 373-5850
Fax (916) 371-1516

www.ci.west-sacramento.ca.us

August 24, 2007

Department of Housing & Urban Development
Office of Public & Indian Housing
HOPE VI Main Street Grants
451 7th Street S.W.
Washington, D.C. 20410

Re: **Parkside at City Center
62-Unit Multifamily New Construction Project
City Leverage Funds Commitment**

Dear Program Staff,

Please let this letter serve as certification that, to the best of our knowledge, there have not been, nor are there now, any pending lawsuits or litigation that would impact or otherwise adversely affect the implementation and development of the above-referenced project.

If you should have any questions concerning this information, please do not hesitate to contact my office.

Sincerely,

Toby Ross
City Manager

RECORDING REQUESTED BY:
Stewart Title of Sacramento

AND WHEN RECORDED MAIL TO
AND UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENTS TO:

Pacific West Communities, Inc.
PO Box 1400
Nampa, ID 83653



Yolo Recorder's Office
Freddie Oakley, County Recorder
DOC- 2006-0044707-00

Acct 104-Placer Title
Wednesday, NOV 15, 2006 09:36:00
Ttl Pd \$20.00 Nbr-0000675549
VRB/R6/1-2

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 306-6368

Escrow No.: CM-15008856-SW

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) **MONUMENT FEE \$10**
DOCUMENTARY TRANSFER TAX is by separate declaration
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.
 Unincorporated area City of West Sacramento AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Lal Real Estate and Development, LLC, a California Limited Liability Company

hereby GRANT(s) to:

Pacific West Communities, Inc., an Idaho Corporation

the real property in the City of West Sacramento, County of Yolo, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 2103-2121 West Capitol Avenue, West Sacramento, CA 95691
AP#: 067-2250-201

DATED November 6, 2006

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

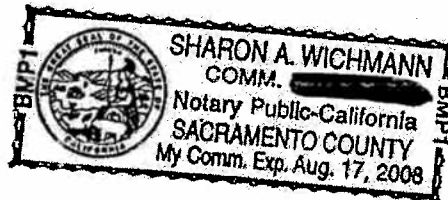
On November 8, 2006
Before me, Sharon A. Wichmann
A Notary Public in and for said State, personally appeared

Lal Real Estate and Development, LLC, a California
Limited Liability Company

By: Akash Lal
Akash Lal, Managing Member

AKASH LAL

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



Signature Sharon A. Wichmann

(This area for official notarial seal)

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WEST SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF THE EAST ONE-HALF OF LOT 19, CARLY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON JUNE 4, 1917, IN BOOK 3 OF MAPS, AT PAGE 33, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF LOT 19; THENCE NORTH 85 DEGREES 49 MINUTES EAST ALONG THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 184.36 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 35 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 19, A DISTANCE OF 420.06 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 30 SECONDS WEST 182.98 FEET TO THE WEST LINE OF SAID EAST ONE-HALF OF SAID LOT 19, THENCE NORTH 0 DEGREES 07 MINUTES 40 SECONDS WEST 420.04 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A PORTION OF THE EAST ONE-HALF OF LOT 19, CARLY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON JUNE 4, 1917, IN BOOK 3 OF MAPS, AT PAGE 33, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF LOT 19; THENCE NORTH 85 DEGREES 49 MINUTES EAST ALONG THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 184.36 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 35 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 19, A DISTANCE OF 420.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 0 DEGREES 03 MINUTES 35 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 19, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 30 SECONDS WEST 182.98 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF SAID LOT 19, THENCE ALONG THE WEST LINE OF SAID EAST ONE-HALF OF LOT 19, NORTH 0 DEGREES 07 MINUTES 40 SECONDS WEST 100.00 FEET TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO CAPITOL TRAILER SALES OF REDDING, BY DEED RECORDED NOVEMBER 27, 1962, IN BOOK 695 OF OFFICIAL RECORDS, AT PAGE 69; THENCE ALONG THE SOUTH LINE OF THE PROPERTY OF SAID CAPITOL TRAILER SALES OF REDDING, NORTH 85 DEGREES 47 MINUTES 30 SECONDS EAST 182.98 FEET TO THE TRUE POINT OF BEGINNING.

APN: 067-220-20-1

PLACER TITLE COMPANY

Preliminary Report

Order No. 306-6704

For Title Information Contact:

PLACER TITLE COMPANY
1100 MAIN ST. #180
WOODLAND, CA 95695
Kerrie Bass
Phone: 530-666-1214
Fax: 530-668-0896

For Escrow Information Contact:

STEWART TITLE OF SACRAMENTO
555 CAPITOL MALL #280
SUITE 280
SACRAMENTO, CA 95814
Attn: SHARON WICHMANN
Phone: 916-441-4950
Fax: 916-444-8891

Customer Reference: CM-15009500-SW

Property Address: 2103 AND 2121 WEST CAPITOL AVENUE, WEST SACRAMENTO, CA 95691

In response to the above referenced application for a policy of title insurance, PLACER TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 25, 2007 at 7:30 a.m.

Title Officer: Bob Saragosa

Order No. 306-6704

The form of policy of title insurance contemplated by this report is:

2006 ALTA Loan Extended Coverage Policy (6/17/06)

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE SIMPLE

Title to said estate or interest at the date hereof is vested in:

PACIFIC WEST COMMUNITIES, INC., AN IDAHO CORPORATION

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WEST SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF THE EAST ONE-HALF OF LOT 19, CARLY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON JUNE 4, 1917, IN BOOK 3 OF MAPS, AT PAGE 33, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF LOT 19; THENCE NORTH 85 DEGREES 49 MINUTES EAST ALONG THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 184.36 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 35 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 19, A DISTANCE OF 420.06 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 30 SECONDS WEST 182.98 FEET TO THE WEST LINE OF SAID EAST ONE-HALF OF SAID LOT 19, THENCE NORTH 0 DEGREES 07 MINUTES 40 SECONDS WEST 420.04 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A PORTION OF THE EAST ONE-HALF OF LOT 19, CARLY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON JUNE 4, 1917, IN BOOK 3 OF MAPS, AT PAGE 33, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF LOT 19; THENCE NORTH 85 DEGREES 49 MINUTES EAST ALONG THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 184.36 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 35 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 19, A DISTANCE OF 420.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 0 DEGREES 03 MINUTES 35 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 19, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 30 SECONDS WEST 182.98 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF SAID LOT 19, THENCE ALONG THE WEST LINE OF SAID EAST ONE-HALF OF LOT 19, NORTH 0 DEGREES 07 MINUTES 40 SECONDS WEST 100.00 FEET TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO CAPITOL TRAILER SALES OF REDDING, BY DEED RECORDED NOVEMBER 27, 1962, IN BOOK 695 OF OFFICIAL RECORDS, AT PAGE 69; THENCE ALONG THE SOUTH LINE OF THE PROPERTY OF SAID CAPITOL TRAILER SALES OF REDDING, NORTH 85 DEGREES 47 MINUTES 30 SECONDS EAST 182.98 FEET TO THE TRUE POINT OF BEGINNING.

APN: 067-220-20-1

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2007-2008, A LIEN, NOT YET DUE OR PAYABLE.
2. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2006-2007:
1ST INSTALLMENT: \$4,093.10 OPEN
2ND INSTALLMENT: \$4,093.10 DELINQUENT PLUS \$419.31 PENTALTY AND COST
ASSESSED VALUATIONS:
LAND: \$652,800.00
IMPROVEMENTS: \$0.00
EXEMPTION: \$0.00
PARCEL NO.: 067-220-20 CODE AREA: 004-005
BILL NO.: 46211

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10.
SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

THE INSTALLMENTS SHOWN ABOVE REFLECT A CHARGE OF \$219.30, PER INSTALLMENT FOR PAYMENTS TO RECLAMATION DISTRICT NO. 900, AND A CHARGE OF \$245.97, PER INSTALLMENT FOR PAYMENTS TO WEST SACRAMENTO MAINTENANCE/SERVICES.

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
4. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDARIES OF THE SACRAMENTO SAN JOAQUIN DRAINAGE DISTRICT, AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.

THE DISTRICT DOES NOT PRESENTLY LEVY ANY ASSESSMENTS.

5. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDARIES OF THE THE WEST SACRAMENTO FLOOD CONTROL DISTRICT, AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.

CURRENT ASSESSMENTS ARE COLLECTED WITH COUNTY TAXES.

6. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDARIES OF THE CITY OF WEST SACRAMENTO SERVICES DISTRICT - CONTACT (916) 617-4589, AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.

EXCEPTIONS
(Continued)

CURRENT ASSESSMENTS ARE COLLECTED WITH COUNTY TAXES.

7. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDARIES OF THE WEST SACRAMENTO MAINTENANCE/SERVICES, AND IS SUBJECT TO ALL TAXES, ASSESSMENTS AND OBLIGATIONS THEREOF.

CURRENT ASSESSMENTS ARE COLLECTED WITH COUNTY TAXES.

8. ANY UNPAID ASSESSMENT AND ITS PROPORTION OF ANY GENERAL OUTSTANDING INDEBTEDNESS OF RECLAMATION DISTRICT NO. 900.
9. AN EASEMENT OVER SAID LAND FOR RIGHT OF WAY FOR STATE HIGHWAY AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED OCTOBER 21, 1930, IN BOOK 18 PAGE 328, OFFICIAL RECORDS.

AFFECTS: NORTHERLY 20 FEET

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

10. WAIVER OF ANY CLAIMS FOR DAMAGES TO SAID PROPERTY BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF THE HIGHWAY ADJOINING SAID PROPERTY AS CONTAINED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED OCTOBER 21, 1930, IN BOOK 18 PAGE 328, OFFICIAL RECORDS.
11. DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND LEASES, TO SECURE AN INDEBTEDNESS OF \$1,975,000.00, DATED NOVEMBER 05, 2006, RECORDED NOVEMBER 15, 2006, INSTRUMENT NO. 2006-0044708, OFFICIAL RECORDS.

TRUSTOR: PACIFIC WEST COMMUNITIES, INC., AN IDAHO CORPORATION
TRUSTEE: STEWART TITLE OF SACRAMENTO
BENEFICIARY: SA AFFORDABLE HOUSING LLC., A DELAWARE LIMITED LIABILITY COMPANY
LOAN NO.: 10185863.1

12. A FINANCING STATEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING OAKLEY CYPRESS, LLC, AS DEBTOR, AND AS AFFORDABLE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SECURED PARTY, RECORDED MARCH 22, 2007, INSTRUMENT NO. 2007-0010737, OFFICIAL RECORDS.
13. ANY RIGHT, TITLE OR INTEREST OF THE DEBTOR NAMED IN THE FINANCING STATEMENT SHOWN ABOVE. ON THE DATE OF SAID FINANCING STATEMENT THE DEBTOR HAD NO RECORD INTEREST IN SAID LAND NOR HAS THE DEBTOR SINCE ACQUIRED ANY.

EXCEPTIONS
(Continued)

14. UNRECORDED LEASE, BY PACIFIC WEST COMMUNITIES, INC. AS DISCLOSED BY A UCC FINANCING STATEMENT, RECORDED MARCH 22, 2007, INSTRUMENT NO. 2007-0010738, OFFICIAL RECORDS, AND ON THE TERMS AND CONDITIONS CONTAINED IN SAID LEASE.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

15. A FINANCING STATEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING PACIFIC WEST COMMUNITIES, INC., AS DEBTOR, AND AS AFFORDABLE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SECURED PARTY, RECORDED MARCH 22, 2007, INSTRUMENT NO. 2007-0010738, OFFICIAL RECORDS.
16. A FINANCING STATEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING PACIFIC COMMUNITIES OF IDAHO, LLC, AS DEBTOR, AND SA AFFORDABLE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SECURED PARTY, RECORDED MARCH 22, 2007, INSTRUMENT NO. 2007-0010739, OFFICIAL RECORDS.
17. A FINANCING STATEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING PACIFIC WEST COMMUNITIES, INC., AS DEBTOR, AND SA AFFORDABLE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SECURED PARTY, RECORDED MARCH 22, 2007, INSTRUMENT NO. 2007-0010740, OFFICIAL RECORDS.
18. A FINANCING STATEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING PACIFIC COMMUNITIES, LLC, AS DEBTOR, AND SA AFFORDABLE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SECURED PARTY, RECORDED MARCH 22, 2007, INSTRUMENT NO. 2007-0010741, OFFICIAL RECORDS.
19. A FINANCING STATEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, SHOWING ROOPE-SUN, LLC, AS DEBTOR, AND SA AFFORDABLE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SECURED PARTY, RECORDED MARCH 22, 2007, INSTRUMENT NO. 2007-0010742, OFFICIAL RECORDS.
20. ANY RIGHT, TITLE OR INTEREST OF THE DEBTOR NAMED IN THE FINANCING STATEMENT SHOWN ABOVE. ON THE DATE OF SAID FINANCING STATEMENT THE DEBTOR HAD NO RECORD INTEREST IN SAID LAND NOR HAS THE DEBTOR SINCE ACQUIRED ANY.
21. UNRECORDED LEASE, BY ROOPE-SUN, LLC, AS DISCLOSED BY A UCC FINANCING STATEMENT, RECORDED MARCH 22, 2007, INSTRUMENT NO. 2007-0010742, OFFICIAL RECORDS, AND ON THE TERMS AND CONDITIONS CONTAINED IN SAID LEASE.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

EXCEPTIONS
(Continued)

22. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

***** SPECIAL INFORMATION *****

*** NOTE:

THIS PROPERTY IS ELIGIBLE FOR THE SHORT TERM RATE.

*** CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN: NONE

*** LENDER'S SUPPLEMENTAL ADDRESS REPORT:

THE ABOVE NUMBERED REPORT IS HEREBY MODIFIED AND/OR SUPPLEMENTED TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY:

PLACER TITLE COMPANY STATES THAT THE HEREIN DESCRIBED PROPERTY IS COMMERCIAL PROPERTY AND THAT THE PROPERTY ADDRESS IS:

2103 AND 2121 WEST CAPITOL AVENUE, WEST SACRAMENTO, CA

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. OF THE LAW REQUIRES THAT FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

*** MONUMENT SURVEY FEE:

EXCEPTIONS
(Continued)

EFFECTIVE SEPTEMBER 1, 2001, IN ADDITION TO ANY OTHER FEES REQUIRED BY LAW, A MONUMENT SURVEY PRESERVATION FUND FEE OF \$10.00 WILL BE CHARGED ON DEEDS RECORDED CONVEYING REAL PROPERTY WHICH ARE SUBJECT TO DOCUMENTARY TRANSFER TAX. THIS FEE WILL BE COLLECTED BY THE YOLO COUNTY CLERK/RECORDER.

*** TRANSFER TAX INFORMATION:

THE ONLY CITIES THAT ARE SUBJECT TO A CITY TRANSFER TAX ARE AS FOLLOWS, ALL OTHERS ARE SUBJECT ONLY TO THE COUNTY TRANSFER TAX OF \$1.10 PER THOUSAND:

THE CITY OF WOODLAND HAS A \$1.10 PER THOUSAND CITY TRANSFER TAX IN ADDITION TO THE COUNTY TRANSFER TAX.

*** CANCELLATION NOTE:

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE BULLETIN NO. NS-35E.

LENDER'S NOTE:

APPROVAL FOR THE ISSUANCE OF THE 1970 ALTA LENDER'S POLICY FORM MUST BE REQUESTED AND APPROVED PRIOR TO CLOSE OF ESCROW. ALL OTHER FORMS OF FULL COVERAGE LOAN POLICIES THAT ARE AUTHORIZED TO BE ISSUED ARE THE 1992 AND 2006 POLICIES.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS
(Revised 06/17/06)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE
SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning: a. building; b. zoning; c. Land use; d. improvements on the Land; e. Land division; f. environmental protection
 This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
 This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless: a. a notice of exercising the right appears in the Public Records at the Policy Date; or b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- * For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 5,000.00

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* Land use * Improvements on the land * Land division * Environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA LOAN POLICY (06/17/06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92) EXCLUSIONS FROM COVERAGE

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting

from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA OWNER'S POLICY (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000
and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P.O. Box 21086
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - B. The seller is (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
 - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
 - H. The seller is a tax-exempt entity under either California or federal law; or
 - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$30.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$30.00), please mark below, sign and return this form to your escrow officer. In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$30.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature

Social Security Number

Date

Signature

Social Security Number

Date

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

Commonwealth Land Title Insurance Company
Fidelity National Title Insurance Company
First American Title Insurance Company
First American Title Insurance Company of New York
Lawyers Title Insurance Corporation
Montana Title and Escrow Company
National Closing Solutions
National Closing Solutions of Alabama, LLC
NCS Exchange Professionals
North Idaho Title Insurance Company
Old Republic National Title Insurance Company

Placer Title Company
Placer Title Insurance Agency of Utah
Stewart Title Guaranty Company
Stewart Title Insurance Company
Targhee National Title
The Sterling Title Company
Ticor Title Insurance Company
Transnation Title Insurance Company
United General Title Insurance Company
Westcor Land Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

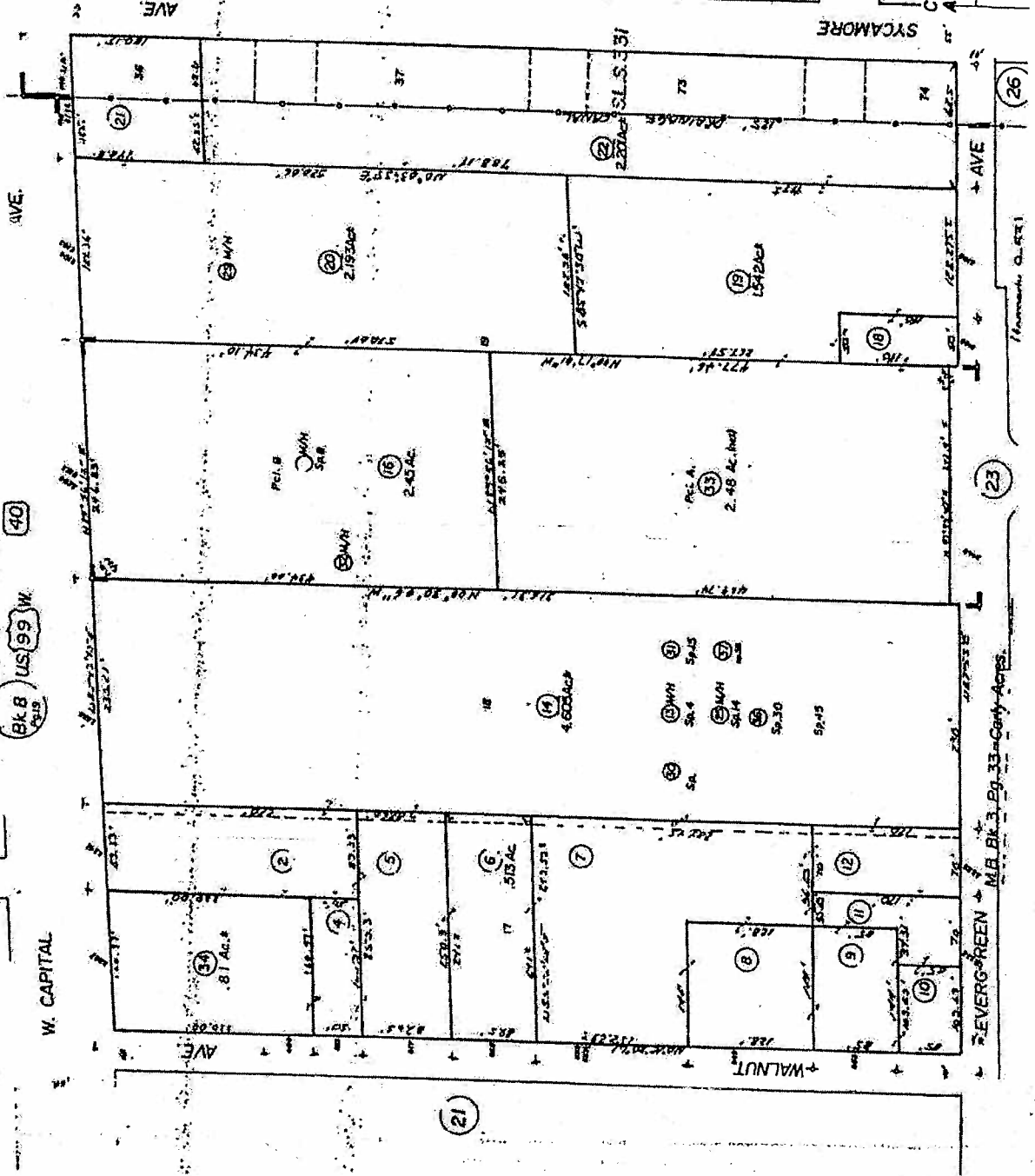
We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- * Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

used for legal descriptions. 67-22



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EVERGREEN AVE

WALNUT AVE

SYCAMORE AVE

MERKLEY AVE

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CITY OF WEST SACRAMENTO

PLANNING COMMISSION
ACTION FORM

On June 7, 2007, at a regular meeting, the Planning Commission of the City of West Sacramento approved the following project:

Request: Approval of the proposed "Parkside at City Center" tentative subdivision map, conditional use permit, and variance at 2121 West Capitol Avenue (APN 67-220-20).

The Planning Commission further amended the recommended conditions of approval on the item as follows in the attached Conditions of Approval. The struck condition is indicated in ~~strikethrough font~~ while the additional condition is in bold.


Property Location: 2121 West Capitol Avenue

APN: 

Applicant: Pacific West Communities
Address: 430 East State Street, Suite 100, Eagle, ID 83616

Owner: Same as Applicant
Address: Same as Applicant

The conditions and mitigation measures of this project, as approved by the Planning Commission, are attached. The action of the Planning Commission regarding approval, denial, or conditions, may be appealed to the City Council. To be considered, an appeal must be filed with the office of the City Clerk (1110 West Capitol Avenue) within 15 calendar days of the date of this action for the variance and conditional use permit request, and within 10 calendar days of the date of this action for the tentative map. This approval is not final until the appeal period has expired without the filing of an appeal.


Secretary to the Planning Commission
City Planner

CITY OF WEST SACRAMENTO

DESIGN REVIEW ADMINISTRATOR ACTION FORM

On July 10, 2007, following the public comment period that ran from June 26, 2007 through July 10, 2007, and according to Section 17.69 of the Municipal Code, the Design Review Administrator of the City of West Sacramento approved the following project:

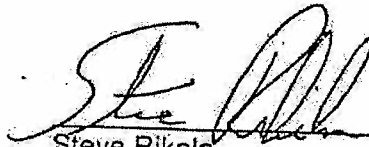
Request: Design Review for "Parkside at City Center," a mixed use multi-family development project located at 2121 West Capitol Avenue. The project includes 62 apartment units, 15 attached town-homes, a community center, and approximately 1,600 square feet of retail commercial, in a total of four buildings.

Location: The project site is located on 2.2 acres near the intersection of Sycamore and West Capitol Avenues at 2121 West Capitol Avenue (APN [REDACTED])

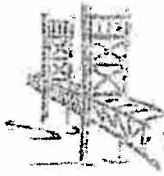
Applicant: Pacific West Communities
430 East State Street, Suite 100,
Eagle, [REDACTED]

Owners: Same as Applicant
Same as Applicant

The conditions and mitigation measures of this project, as approved by the Design Review Administrator, are attached. The action of the Design Review Administrator regarding approval, denial, or conditions, may be appealed to the City Council. To be considered, an appeal must be filed with the office of the City Clerk (1110 West Capitol Avenue) within 15 calendar days of the date of this action. This approval is not final until the appeal period has expired without the filing of an appeal.



Steve Rikala
Design Review Administrator
City Planner



CITY OF
WEST SACRAMENTO

CITY HALL

1110 West Capitol Avenue
West Sacramento, CA 95691

August 13, 2007

City Council
City Manager
City Clerk
Human Resources
(916) 617-4500
Fax (916) 372-8765

Building
(916) 617-4683
Fax (916) 371-0845

Community Development
Planning
Engineering
(916) 617-4645
Fax (916) 371-0845

Finance
(916) 617-4589
Fax (916) 373-9006

Fire Administration
(916) 617-4600
Fax (916) 371-5017

Housing & Community Investment
(916) 617-4555
Fax (916) 372-1584

Information Technology
(916) 617-4520
Fax (916) 372-8765

Parks & Recreation
(916) 617-4620
Fax (916) 373-5329

Redevelopment
Economic Development
(916) 617-4535
Fax (916) 373-5848

Refuse & Recycling
(916) 617-4590
Fax (916) 373-9006

Utility Billing
(916) 617-4589
Fax (916) 373-9006

POLICE

550 Jefferson Boulevard
West Sacramento, CA 95605

Administration
(916) 617-4900
Fax (916) 373-2377

Code Enforcement
(916) 617-4925
Fax (916) 617-4340

PUBLIC WORKS

1951 South River Road
West Sacramento, CA 95691

(916) 617-4850
(916) 371-1516

HOME Program
California Department of Housing and Community Development
Division of Community Affairs
PO Box 952054
Sacramento CA 94252-2054

Re: **Parkside at City Center**
[REDACTED]
2121 W. Capitol Avenue
West Sacramento CA

Dear Program Staff:

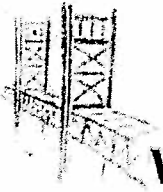
Concerning the development of the project referenced above, please let this letter serve as notification of the following items:

- a) The zoning designation of the site is C-2, which allows for the development of the proposed project with a Conditional Use Permit which was approved by the City of West Sacramento Planning Commission on June 7, 2007. The City's Zoning Administrator has approved Design Review for this project. The Planning Commission and Zoning Administrator Action Forms documenting these approvals are attached.
- b) A site plan approval has been obtained for this project through the CUP and Design Review approval.
- c) A NEPA Environmental Assessment was completed and the public comment period concludes August 14th.
- d) There are no other discretionary approvals required for this project.

I hope this information assists you with your efforts. If I or my staff can help in any way, please do not hesitate to contact us.

Sincerely,

Steve Rikala
City Planner



CITY OF
WEST SACRAMENTO

CITY HALL
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West Sacramento, CA 95691

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(916) 617-4925
Fax (916) 617-4340

PUBLIC WORKS
1951 South River Road
West Sacramento, CA 95691
(916) 617-4850
Fax (916) 371-1516

California Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 95814

**ATTACHMENT 19
VERIFICATION OF ZONING**

PROJECT NAME: Parkside at City Center
PROJECT ADDRESS/SITE: [REDACTED]
PROJECT CITY: West Sacramento
PROJECT COUNTY: Yolo
ASSESSOR PARCEL NUMBER: [REDACTED]
HOUSING TYPE: Multifamily
PROPOSED NUMBER OF UNITS: 62

The entire parcel upon which the above-described low-income project will be located is zoned C-2 Community Commercial which allows for residential development (**multi-family**). This project is within the [REDACTED] project area which does not currently have a specific maximum density. The proposed density is compliant with City codes.

The project, as proposed, is zoned for the intended use, complies with the general plan, and conditional use requirements, if any. A Conditional Use Permit for this project was approved by the City of West Sacramento Planning Commission on June 7, 2007.

DATED: 6/27/2007

STATEMENT COMPLETED BY: Steven Colasanti
(Please print)

SIGNATURE: [Signature]

TITLE: Junior Planner

PHONE NUMBER: [REDACTED]

February 2, 2007

July 12, 2007

Caleb J. Roope
West Sacramento Pacific Associates, a California LP
430 East State
Suite 100
Eagle, ID 83616

Re: *Parkside at City Center (the "Project")*
62 Units — West Sacramento, CA

Dear Mr. Roope:

This commitment letter (the "Commitment") constitutes the commitment of SunAmerica Affordable Housing Partners, Inc., its successors and assigns, or an affiliate thereof ("Lender") to make a Construction Loan and Permanent Loan (collectively, the "Loans") to the entity described below as the borrower ("Borrower") under the terms and conditions set forth herein.

A. Construction Loan

1. Borrower: West Sacramento Pacific Associates, A California Limited Partnership
2. Guarantors: Roope, LLC.
3. Loan Amounts: [REDACTED] for residential, [REDACTED] for commercial.
4. Maturity Date: The earlier of (i) Conversion Date or (ii) 24 months after closing of the Construction Loan.
5. Interest Rate: Rate equal to [REDACTED]. Interest will accrue on the full amount of the loan commencing on the date of closing. The rate will be fixed at closing.
6. Facility Fee: An annual facility fee will be assessed based on the market conditions at the closing of the Construction Loan.
7. Loan Fee: A non-refundable Loan Fee of [REDACTED] shall be payable by Borrower at the Construction Loan closing (the "Closing").
8. Payments: Interest-only payments payable on the first calendar day of each month for the entire term of the Construction Loan. Lender may elect, in its sole discretion, to provide for an interest reserve from the principal amount of the loan for a period of up to the Maturity Date.
9. Prepayment Penalty: Prepayment of the Construction Loan, in full or in part, shall be permitted at any time without any fee or penalty, upon five (5) days prior written notice to Lender.

10. **Purpose:** The Construction Loan is to be used for the construction of a 62-unit rental apartment complex and related 1600 sq. ft. commercial component located in West Sacramento, CA (the "Project").
11. **Security:** The Construction Loan shall be secured by a first lien upon the real property (the "Land") and the improvements and fixtures to be constructed on the Land as part of the Project (the "Improvements"). The Land and Improvements are collectively referred to herein as the "Property". As additional security, Lender shall have a first lien on all items of personal property attached to or used in connection with the maintenance and/or operation of the Property, including, but not limited to machinery, equipment, water, sewer and drainage pipes, and any fixtures. Borrower agrees to enter into and execute all documents necessary to comply with this paragraph and as may otherwise be required by Lender and/or Lender's counsel.
12. **Subordinate Financing:** There shall be no subordinate financing of the personal or real property securing the Construction Loan except the RDA Loan unless Lender, in its sole discretion, has given its prior written approval.
13. **Document Execution:** Borrower must execute, in a manner acceptable to Lender, all loan documents evidencing the Construction Loan and all other collateral security documents required by Lender and/or Lender's counsel (collectively, the "Loan Documents").
14. **Commitment Survives:** The provisions of this Commitment shall survive the Closing.
15. **Lender's Counsel:** All matters pertaining to the requirements of this Commitment and the Loan Documents must be satisfactory to Lender's attorney who shall represent the Lender in this transaction ("Lender's Counsel"). The fees of Lender's Counsel in connection with the negotiation and preparation of the Loan Documents shall be paid by Borrower at Closing, and if the Construction Loan fails to close through no fault of the Lender, Borrower shall remain responsible for the payment of such fees.
16. **Construction Loan Agreement:** At Closing Borrower shall execute a Construction Loan Agreement in the form customarily used by Lender. The Construction Loan Agreement shall have attached to it a budget setting forth all costs for the construction of the Improvements (the "Budget"). Borrower shall provide to Lender a construction cost breakdown by lien item, a construction progress schedule and a projected draw schedule. In addition, Borrower shall provide to Lender a list of all major contractors and suppliers, which list shall include names, trades and amounts.
17. **Advance Procedures:** Advances of Loan Proceeds for direct land development costs shall be requisitioned on forms approved by Lender on which Borrower, Borrower's general contractor and Borrower's engineer shall certify in trade breakdown the percentage of completion of the development work, and shall be conditioned upon Lender's receipt of satisfactory inspection reports and certifications from Lender's inspector and appropriate mechanics' lien releases. There shall be a 10% retention pending completion of the work. Advances of Loan Proceeds for indirect construction costs other than interest shall be requisitioned on forms approved by Lender, which shall specify in detail the nature and purpose of the expense and shall be accompanied by invoices, receipts or other supporting documentation acceptable to Lender.

18. Borrower's Contribution. All costs of constructing the Improvements in excess of the Loan proceeds, as shown on the Budget, shall be paid by Borrower and Guarantors, as applicable, from their separate funds and shall constitute their equity investment in the Property, which shall be made before Lender advances any Loan proceeds. If Lender determines at any time that the sum of remaining direct construction costs, indirect construction costs and personal property costs exceed the amount of non-advanced Loan proceeds, Borrower and Guarantors shall invest the amount of the deficit in the Property before the next advance of Loan proceeds. Before Closing, Borrower and Guarantors shall submit evidence satisfactory to Lender that Borrower has invested at least [REDACTED] in the Property in the form of equity or unsecured debt. All documents evidencing the investment shall be satisfactory to Lender in form and substance, and if that investment is debt it shall be subordinated to the Loan under a subordination agreement satisfactory to Lender in form and substance. In addition, the partnership agreement of Borrower must be satisfactory to Lender in form and substance, and must include provisions relating to capital contributions that are satisfactory to Lender in form and substance, and must include provisions relating to capital contributions that are satisfactory to Lender in form and substance.
19. Notice of Commencement: Under no circumstances is construction on the Land to commence until after the "Notice of Commencement" is issued pursuant to the Construction Loan Agreement.
20. Plans and Specifications: Construction of the Improvements on the Land shall be completed in conformance with plans and specifications submitted to and approved by Lender.
21. Architect's Authorization: Borrower's design architect shall provide Lender with written authorizations enabling Lender to copy and utilize the plans and specifications for the Project in the event of default by the Borrower under the Loan Documents.
22. Permits: The Property and the Improvements to be constructed therein must have all permits which are necessary for construction issued by all applicable governmental and regulatory agencies prior to Closing.
23. Zoning and Land Use: The Property must be validly zoned to permit the construction of the proposed Project. Borrower's construction plan must be consistent with the applicable regional and local comprehensive plans, and Borrower shall have received all necessary governmental approvals, and shall provide evidence of same to Lender.
24. Survey: Borrower shall provide three (3) sealed copies of a recent survey of the Property by a registered surveyor certified to Lender, Borrower, and the title company. The survey shall show (i) all boundaries of the Property with courses and distances indicated, including chord bearings and arc and chord distance for all curves; (ii) dimensions and locations of all existing improvements and of all easements, roads, encroachments, and utility lines; (iii) the distances to, and names of, the nearest intersecting streets; (iv) other facts in any way affecting the development or use of Property, and (v) such other details as Lender may request. The total Property area must be included together with a certification as to the location of any of the Property within any special flood hazard area. The survey shall be certified to AIG SunAmerica Inc., Borrower and the title company.
25. Water and Sewer Utility: Borrower shall furnish to Lender evidence of water and sewer availability to the Property.

26. Electric Utility. Borrower shall furnish to Lender evidence of electric service availability to the Property.

27. Gas Utility: Borrower shall furnish to Lender evidence of gas service availability to the Property.

28. Soil Tests: Borrower shall furnish to Lender a report as to soil borings made on the Property by a soil - testing firm satisfactory to Lender. The number and location of such borings shall be in accordance with the recommendations of the soil - testing firm and must also be satisfactory to Lender.

29. Final Plans: At least two weeks prior to Closing, Borrower shall submit to Lender two (2) sets of final working plans sealed by the engineer, and specifications for the proposed improvements to be constructed on the Property, together with any changes of amendments thereto. Said plans and specifications so submitted, must be acceptable to and approved by Lender and the Lender's inspecting architect/engineer prior to Closing.

30. Tax Receipts: All taxes on the Property which are then due and payable must be paid in full at the time of Closing. A paid tax receipt for the current year shall be submitted to the Lender prior to Closing.

31. Environmental Audit: Lender shall obtain, at Borrower's expense, a satisfactory environmental report by an engineer specifically approved by Lender (the "Report"). The Report will confirm acceptable soil conditions and the absence of toxic or hazardous substances, and based on its review and analysis of the Report, Lender reserves the right in its sole discretion to require satisfactory corrective procedures or to terminate this Commitment.

32. Borrowing Authority Documents:

a. Borrower shall furnish to Lender, at least one (1) week prior to Closing, a current Certificate of Good Standing for the Borrower and the General Partner issued by the State of California and a current Certificate of Good for each of the Guarantors issued by the Secretary of State of the formation jurisdiction of such Guarantor.

b. Borrower shall furnish to Lender, as of Closing, an opinion of the Borrower's and Guarantors' attorney to the effect: (i) that the Borrower and Guarantors have the power authority to enter into the loan transaction contemplated herein, (ii) that the Note, Mortgage, Deed of Trust, Guaranty and all other Loan Documents, have been duly authorized, executed and delivered by Borrower and Guarantors and constitute the valid and binding obligations of the Borrower and all Guarantors and other parties to such documents, (iii) the Borrower is duly formed, validly existing, in good standing and authorized to do business in the State of California, (iv) Guarantors (other than individuals) are duly formed, validly existing and in good standing in their state of formation, and (v) such additional matters as Lender or Lender's Counsel may deem necessary.

c. Borrower shall furnish, at Closing, an executed original of the resolution of the Borrower's Partners approving the making of the Construction Loan contemplated herein, and authorizing the execution of the Note, Mortgage or Deed of Trust, and all other Loan Documents by specified partners who shall be specifically named in the resolution.

d. Borrower shall furnish to Lender a certified copy of Borrower's Partnership Agreement.

33. Title Insurance: Lender shall be furnished with a lender's title insurance policy on a current American Land Title Association Form. The policy shall (a) provide coverage for the full principal amount of the Construction Loan; (b) include a variable rate endorsement; (c) delete all "standard exceptions" except taxes for the current year; (d) list only those title exceptions acceptable to Lender; (e) include insurance of all appurtenant easements, and (f) contain such "affirmative" coverage and endorsements as may be required by Lender. A title insurance commitment, together with copies of all documents listed as exceptions, shall be submitted to Lender at least fifteen (15) days prior to the intended closing date. In addition, Borrower shall provide or pay for UCC lien searches with respect to the Property and the Borrower's interest therein.

34. Insurance Coverage: Borrower shall furnish to Lender evidence of a liability insurance policy in an amount reasonably acceptable to Lender specifically listing the location of this Property. A combination policy generally known as an Owner/Contractor Protective Policy (OCP) policy should be used. In addition, Borrower shall obtain from the general contractor a Builder's Risk Policy. The policy should have an "installation floater" which covers the owner's interest during construction of the Improvements, and the location of the Property should also be shown. The mortgagee clause should be in favor of AIG SunAmerica, Inc., 1 SunAmerica Center, Century City, Los Angeles, California 90067, as its interest may appear. The insurance shall be in an amount of not less than the total replacement cost of the Project, less the cost of the Land.

35. Flood Insurance: Prior to Closing, lender shall obtain, at Borrowers' expense, an acceptable flood determination, certified for the life of the Loan, stating whether the Property is located in an area designated as having special flood or mudslide hazards. In the event all or any portion of the Property currently or at any time in the future shall be determined to be located in an area designated as having special flood or mudslide hazards by the Secretary of Housing and Urban Development or the Director of the Federal Emergency Management Agency, pursuant to the provisions of the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973, as amended, Lender shall require flood hazard insurance in the full insurable value of the Property, or the full amount of the flood insurance available, naming Lender as first mortgagee/secured party and loss payee.

36. Appraisal: Lender must receive, at least 10 days prior to the Closing, an MAI appraisal of the Property addressed to Lender and performed by an appraiser acceptable to Lender, and satisfactory to lender in form and substance. Without limiting the generality of the foregoing, the appraisal must indicate values for the Land, for the Land upon completion of the Improvements, and for the Property as a whole upon completion of the Improvements.

37. Reporting Requirements: Borrower and Guarantors shall submit to Lender: (i) within 90 calendar days after the end of each year, annual financial statements for Borrower and Guarantors (including balance sheet, income statement, statement of contingent liabilities, cash flow analysis and, if requested by lender, confirmation of all major assets, debts, and liquid assets (including without limitation copies of all bank and brokerage statements)), annual operating statements for the Property, annual projections, and annual inventory and sales reports, all in form and substance acceptable to Lender; (ii) within 30 days after filing, copies of all federal and state income tax returns for Borrower and Guarantors; (iii) within 30 days after the end of each quarter, quarterly projections, and quarterly inventory and sales reports; (iv) confirmation of payment of real property taxes and insurance premiums; and (v) all other reports

and information requested by lender. The costs of submitting all financial statements and other reports shall be paid by Borrower and Guarantors.

38. Participation/Release of Information: Lender may sell or assign the Loan or participation interests or other interests in the Loan. Borrower and Guarantors hereby grant Lender their unlimited and unconditional consent to the disclosure and dissemination of financial records, including without limitation loan application and account information, statements of deposit and share accounts, negotiable instruments, individual, corporate and partnership financial statements, credit references and histories, property appraisals, surveys, pro forma assumptions, profit and loss statements, resumes, accounting reports, balance sheets, and other financial information provided to Lender by or on behalf of Borrower or Guarantors, for such purposes. Borrower and Guarantors further release, acquit and forever discharge Lender and its agents from all liability, claims, actions, or causes of action under any applicable federal or state statute or common law for disclosure of confidential financial records made in accordance with the provisions of this Section.

39. Miscellaneous: Borrower shall execute all other Loan Documents or items that are customarily provided in loan transactions of this type or necessary to comply with Lender's requirements.

B. Permanent Loan Conversion.

1. Provided the foregoing Construction Loan has closed, no default has occurred under the Loan Documents and provided all contemplated construction has been completed and all approvals and certifications have been obtained to Lender's satisfaction, Lender agrees to make a permanent loan (the "Permanent Loan") to Borrower upon the following terms and conditions which shall supplement and be in addition to the foregoing requirements and conditions relating to the Construction Loan:

2. Borrower: Same.
3. Permanent Loan Amount: [REDACTED] for residential [REDACTED] for commercial.
4. Term Residential Component: thirty (30) years from the date of permanent loan closing (the "Permanent Loan Closing") and execution of loan documentation for the Permanent Loan, with payments amortized over thirty (30) years. Commercial Component: twenty (20) years.
5. Interest Rate: Rate equal to LIBOR plus [REDACTED] currently estimated to be [REDACTED]. Commercial component [REDACTED]. Interest will accrue on the full amount of the loan commencing on the date of closing. The rate will be fixed at closing. In no event shall the Borrower pay an interest rate greater than is permissible under applicable law. Installments of principal and interest shall be payable monthly on the first day of each calendar month during the term of the Permanent Loan.
6. Facility Fee: An annual facility fee will be assessed based on the market conditions at the Permanent Loan Closing.
7. Loan Fee: A non-refundable Loan Fee of [REDACTED] ("the Permanent Loan Fee") shall be payable by Borrower at the Permanent Loan Closing.
8. Prepayment: This Permanent Loan may be prepaid in full at any time without premium or penalty.

9. Other Conditions: Any other conditions or requirements which may be deemed necessary by Lender to adequately secure its position under this Permanent Loan shall be requirements thereof.

10. Title Insurance: Lender shall be furnished with a mortgagee title insurance policy on a current American Land Title Association Form. The policy shall (i) provide coverage for the full principal amount of the Permanent Loan; (ii) delete all "standard exceptions" except taxes for the current year; (iii) list only those title exceptions acceptable to Lender; (iv) include insurance of appurtenant easements; and (v) contain such "affirmative" coverage and endorsements as may be required by Lender. A title insurance commitment, together with copies of all documents listed as exceptions, shall be submitted to Lender at least fifteen (15) days prior to the intended closing date.

11. Insurance Coverage: Borrower shall furnish evidence of a liability insurance policy specifically listing the location of this Property.

In addition, Lender requires the Borrower to obtain completed buildings insurance for an amount of not less than [REDACTED] of the total completed value of the buildings, less cost of Land. The mortgagee clause shall be in favor of AIG SunAmerica Inc., 1 SunAmerica Center, Century City, Los Angeles, California 90067, as its interest may appear.

12. Documentation: Lender's Counsel shall prepare the necessary documentation in order to comply with the terms and conditions of this Commitment, and to comply with applicable California State law including, but not limited to a Note, Mortgage or Deed of Trust and Security Agreement, Financing Statements, Guaranties, Assignment of Leases, Rents and Profits, and Environmental Indemnification Agreement. Lender and/or Lender's Counsel may require additional documentation at their sole discretion.

13. Taxes: All taxes and assessments payable in connection with the Property and Improvements are to be paid at the time of the Permanent Loan Closing and subsequent taxes and assessments must be paid when due.

14. Completed Project Survey: Borrower shall deliver to Lender three (3) copies of a recent survey of the Property by a registered surveyor certified to Lender, Borrower, and the title insurance company. The survey shall show (i) all boundaries of the Property with courses and distances indicated, including chord bearings and arc and chord distances for all curves; (ii) dimensions and locations of all existing improvements and of all easements, roads, encroachments, and utility lines; (iii) the distances to, and names of, the nearest intersecting streets; (iv) other facts in any way affecting the Property, and (v) such other details as Lender may request. The total Property area must also be included together with a certification as to the location of any of the Property within any special flood hazard area.

15. Appraisal: Lender must receive, at least 10 days prior to the Permanent Loan Closing, an appraisal addressed to Lender and performed by an appraiser acceptable to Lender, and satisfactory to Lender in form and substance. Without limiting the generality of the foregoing, the appraisal must indicate values for the Property as a whole.

C. General Conditions:

The following general conditions apply to both the Construction and Permanent Loans

1. Restrictive Covenants: The Property securing the Loans shall at all times be subject only to restrictions or limitations as are approved in writing by Lender and Lender's Counsel, excluding those use restrictions conditional upon the granting of Low Income Tax Credits by the California Tax Credit Allocating Committee. Use restrictions not subordinated to the Loans will not be permitted.
2. Change in Ownership or Further Encumbrances: The Loan Documents will require that title to the Property remain vested in the Borrower, and that the Property will not be conveyed or further encumbered during the term of the Loans except with Lender's consent which may be withheld for any reason. Additionally, the Loan Documents will require that there not be any change in control of Borrower or Guarantors.
3. Validity of Loan: Lender is to be furnished with written opinion of Borrower's Counsel, at no expense to Lender, that the Loan in all respects is legal and enforceable, does not violate any applicable law or other requirement and that all Loan Documents are valid, binding upon the Borrower and Guarantors, enforceable in accordance with their terms, and such other matters as may be required by Lender and/or Lender's Counsel.
4. Prohibition Against Sale or Assignment: The Loan Documents will contain a provision whereby the entire sum and interest will become due at the option of the Lender upon the sale, transfer, or conveyance of the Property or any portion of the Borrower's interest therein.
5. Expenses: Borrower shall bear all expenses, incurred in connection with the Loans including, but not limited to, California Documentary Stamp Tax, recording costs, premiums for title and liability insurance, Lender's legal fees, surveys, mortgage fees, and other out-of-pocket expenses.
6. Financing Sign: Permission is hereby given to Lender to place a financing sign on the Property to be provided by Lender, and erected at the expense of the Borrower, and to release publicity concerning financing of the Project.
7. Sale of Limited Partnership Interest: Borrower shall have concluded the sale of a 99% limited partnership interest in Borrower to SunAmerica Affordable Housing Partners, Inc. or an affiliate thereof pursuant to a letter agreement to be entered into between the borrower and SunAmerica Affordable Housing Partners, Inc.
8. Non-Waiver: The terms of this Commitment may not be waived, modified or in any way changed by implication, correspondence or otherwise unless such waiver, modification or change is made in the form of an amendment to this Commitment which is executed by both Borrower and Lender.
9. Commitment Fee: The Permanent Loan Fee for this Commitment is considered to be earned upon acceptance of this Commitment by Borrower but will be paid at the time of the Permanent Loan Closing. The Permanent Loan Fee is to compensate Lender for the reservation of credit and to defray loan administration costs in connection with the appraisal review, internal legal expenses, inspections by staff personnel, and loan officers monitoring of the transaction.
10. No Assignment/No Brokerage Fees: Lender's Commitment hereunder shall not be assigned or transferred by Borrower, voluntarily or involuntarily, and any attempted assignment or transfer shall be void. Lender shall not be required to pay a commission to any broker or agent in connection with this transaction.


11. Conditions to Execution of Amended Partnership Agreement: Lender's obligation to fund the Construction and/or Permanent Loans is conditioned upon completion of its due diligence and, after such review is completed, upon the approval of Lender's investment committee and the execution of a partnership agreement which is subject to Lender's approval.

(the remainder of this page is intentionally left blank)

Parkside at City Center
July 12, 2007
Page 10 of 10

Please indicate your agreement and acceptance of the foregoing by signing the enclosed copy of this letter and returning it to the undersigned.

Sincerely,
SunAmerica Affordable Housing Partners, Inc.



Neil Socquet
Senior Vice President

cc: Roy Farber

AGREED and ACCEPTED:

By: West Sacramento Pacific Associates, A California Limited Partnership

By: Roope, LLC.

By: 

Caleb Roope
Its: Manager

Date: 7/12/07

July 11, 2007

Mr. William J. Pavão
Executive Director
California Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 95814

Re: Parkside at City Center, West Sacramento, CA

ATTACHMENT 36(a)

Dear Mr. Pavão:

SunAmerica Affordable Housing Partners is interested in purchasing an interest in the captioned project. It is estimated that the \$17,244,010 in federal credits requested for this project would generate gross proceeds in the amount of [REDACTED]

Estimated net syndication proceeds may be calculated by subtracting typical syndication costs from the estimated gross proceeds as follows:

		Gross Proceeds	[REDACTED]
Investor Expenses			
Investor fees (acquisition, advisory, etc.)	\$	[REDACTED]	
Organizational and offering expenses	\$	[REDACTED]	
Acquisition expenses	\$	[REDACTED]	
Reserves or working capital	\$	[REDACTED]	
Other (explain)	\$	[REDACTED]	
Total Investor Expenses	\$	[REDACTED]	
Partnership Expenses			
Legal expenses	\$	[REDACTED]	
Accounting expenses	\$	[REDACTED]	
Other (explain)	\$	[REDACTED]	
Total Partnership Expenses	\$	[REDACTED]	
		Total Expenses	\$ [REDACTED]
		Net Proceeds	\$ [REDACTED]
		Total Expenses/Gross Proceeds	[REDACTED]

The estimated net proceeds are equivalent to [REDACTED] for each [REDACTED] of total federal credit reserved to the project. None of the above fees earned by the Investor will be included in the project's eligible basis.

If there are any questions regarding these estimates please contact the undersigned.

Sincerely,

Neil Socquet
Neil Socquet
Senior Vice President



CITY OF
WEST SACRAMENTO

CITY HALL

1110 West Capitol Avenue
West Sacramento 95691

City Council
City Manager
City Clerk
Human Resources
(916) 617-4500
Fax (916) 372-8765

M.I.S.
(916) 617-4520
Fax (916) 372-8765

Community Development
Planning
Engineering
(916) 617-4645
Fax (916) 371-0845

Building
(916) 617-4683
Fax (916) 375-1145

Parks & Community Services
(916) 617-4620
Fax (916) 372-5329

Redevelopment
Economic Development
(916) 617-4535
Fax (916) 373-5848

Grants & Community Investment
(916) 617-4555
Fax (916) 372-1584

Finance
(916) 617-4575
Fax (916) 373-9006

Utilities
(916) 617-4589
Fax (916) 373-9006

Recycling
(916) 617-4590
Fax (916) 373-9006

Fire Administration
(916) 617-4600
Fax (916) 371-5017

POLICE
550 Jefferson Blvd
West Sacramento 95605

Police
Code Enforcement
(916) 372-2461
Fax (916) 373-0517

PUBLIC WORKS
1951 South River Road
West Sacramento 95691
(916) 373-5850
Fax (916) 371-1516

www.ci.west-sacramento.ca.us

August 24, 2007

Department of Housing & Urban Development
Office of Public & Indian Housing
HOPE VI Main Street Grants
451 7th Street S.W.
Washington, D.C. 20410

Re: **Parkside at City Center
62-Unit Multifamily New Construction Project
City Leverage Funds Commitment**

Dear Program Staff,

This letter is to certify that the amount of leverage funding for the City's West Capitol Avenue Main Street Area rejuvenation effort totals approximately [REDACTED], as detailed by the tables below. The City of West Sacramento Redevelopment Agency's commitment of \$3,500,000 to the Parkside project provides sufficient leverage funding to exceed the [REDACTED] percent required to achieve [REDACTED] points in the Leverage section of the HOPE VI Main Street Grants NOFA. In addition to this leverage, this letter and the tables below are provided to support the narrative contained in Section D—Rating Factor 3 of our application.

As demonstrated by information provided in other attachments to our application, the Redevelopment Agency of the City of West Sacramento has committed \$3,500,000 to the Parkside multifamily housing project. Of these funds and per the HOPE VI Main Street Grant guidelines, [REDACTED] may be counted as leverage funding for the project and the City's Main Street rejuvenation effort (grant request is \$1,000,000 and match requirement is [REDACTED] percent of [REDACTED] yielding a remaining leverage amount of [REDACTED]).

Information regarding this and other funding commitments to be considered as leverage as required by the HOPE VI Main Street Grants NOFA is provided in the following tables:

Project Name: Parkside at City Center
Location/Address: [REDACTED]
Description: 62-unit mixed-use affordable multifamily housing development including 1,600 square foot retail space
Date Completed: projected completion in spring 2009

Other Leverage Information:

Name of Entity Providing Funding Source	Redevelopment Agency of the City of West Sacramento
Contact Person	Tina Gontarski, Director of Housing & Community Investment
Telephone Number	[REDACTED]
Leverage Amount	[REDACTED]
Type of Leverage	Cash

Project Name: West Sacramento City Hall
Location/Address: 1110 West Capitol Avenue
Description: City offices, City Council chambers, and public conference space including Galleria
Date Completed: 2002

Other Leverage Information:

Name of Entity Providing Funding Source	City of West Sacramento
Contact Person	Carol Richardson, Assistant City Manager
Telephone Number	[REDACTED]
Leverage Amount	\$14,700,000
Type of Leverage	Cash

Project Name: West Sacramento Civic Center
Location/Address: 1101 West Capitol Avenue
Description: Los Rios Community College satellite campus, 8,000 square foot new County library, and multi-generational City community center
Date Completed: projected completion 2008-2010

Other Leverage Information:

Name of Entity Providing Funding Source	City of West Sacramento
Contact Person	Carol Richardson, Assistant City Manager
Telephone Number	[REDACTED]
Leverage Amount	\$856,000
Type of Leverage	Cash

Project Name: Landmark Lofts
Location/Address: 1801 West Capitol Avenue
Description: 60-unit mixed-use for-sale townhome development with ground floor retail space
Date Completed: projected completion in spring 2009
Other Leverage Information:

Name of Entity Providing Funding Source	City of West Sacramento
Contact Person	Tina Gontarski, Director of Housing & Community Investment
Telephone Number	[REDACTED]
Leverage Amount	\$4,900,000
Type of Leverage	Cash

Project Name: Margaret McDowell Manor
Location/Address: 1525 Merkley Avenue (within West Capitol Avenue Corridor Area)
Description: 87-unit affordable multifamily housing development for senior citizens
Date Completed: 1999
Other Leverage Information:

Name of Entity Providing Funding Source	City of West Sacramento
Contact Person	Tina Gontarski, Director of Housing & Community Investment
Telephone Number	[REDACTED]
Leverage Amount	\$950,000
Type of Leverage	Cash

Project Name: Sacramento Generator Brownfield Redevelopment
Location/Address: [REDACTED]
Description: Acquisition, demolition, and cleanup of former Sacramento Generator brownfield property
Date Completed: 2008
Other Leverage Information:

Name of Entity Providing Funding Source	Redevelopment Agency of the City of West Sacramento
Contact Person	Tina Gontarski, Director of Housing & Community Investment
Telephone Number	[REDACTED]
Leverage Amount	[REDACTED]
Type of Leverage	Cash

Project Name: West Capitol Avenue Streetscape Improvements
Location/Address: West Capitol Avenue Corridor
Description: Master planning and preliminary design for streetscape improvements and urban design guidelines for West Capitol Avenue corridor and downtown area

Date Completed: 2007
Other Leverage Information:

Name of Entity Providing Funding Source	Redevelopment Agency of the City of West Sacramento
Contact Person	Tina Gontarski, Director of Housing & Community Investment
Telephone Number	[REDACTED]
Leverage Amount	[REDACTED]
Type of Leverage	Cash

Project Name: Sycamore Avenue City Park
Location/Address: 2101 West Capitol Avenue
Description: New public park to be constructed at the intersection of West Capitol Avenue and Sycamore Avenue, adjacent to the Parkside project site

Date Completed: 2008
Other Leverage Information:

Name of Entity Providing Funding Source	City of West Sacramento
Contact Person	Tina Gontarski, Director of Housing & Community Investment
Telephone Number	[REDACTED]
Leverage Amount	\$76,000
Type of Leverage	Cash

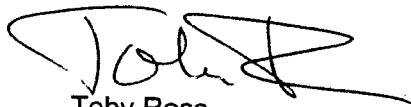
Project Name: West Capitol Avenue-Garden Street Intersection
Location/Address: West Capitol Avenue & State Route 275
Description: Interchange reconstruction to eliminate a physical barrier to automobile and pedestrian access to West Capitol Avenue

Date Completed: fall 2007
Other Leverage Information:

Name of Entity Providing Funding Source	City Redevelopment Agency & Sacramento Council of Governments
Contact Person	Tina Gontarski, Director of Housing & Community Investment
Telephone Number	[REDACTED]
Leverage Amount	[REDACTED]
Type of Leverage	Cash

Please contact me if there are any questions concerning this commitment of matching funds.

Sincerely,

A handwritten signature in black ink, appearing to read 'Toby Ross', written over a horizontal line.

Toby Ross
City Manager