

Fresno County Recorder
Paul Dictos, CPA

2024-0034756

Recorded at the request of:
ERECORDING PARTNERS NETWORK

04/17/2024 12:33 37

Titles: 1 Pages: 22

Fees: \$82.00

CA SB2 Fees: \$0.00

Taxes: \$0.00

Total: \$82.00

*Recorded at the Request of
Placer Title Company
Documentary Transfer Tax -- \$0.00*

*For the Benefit of and after recorded mail to:
Housing Authority of Fresno County, California
1331 Fulton Street
Fresno, CA 93721
Attention: Michael Duarte*

P-442939-DE

FACILITIES USE AGREEMENT

PROPERTY: Mendota RAD
LOCATION: 191 Tuft Street
APNs: 012-190-10T, 012-190-42T, 012-190-43T,
012-270-21T, 012-270-24T and 012-210-02T

THIS FACILITIES USE AGREEMENT (this "Agreement") is made as of the 20th day of December, 2021 by and between MENDOTA RAD, LP, a California limited partnership (the "Mendota RAD Owner") and the MENDOTA ESPERANZA COMMONS, LP, a California limited partnership ("Esperanza Owner").

WITNESSETH:

WHEREAS, the Mendota RAD Owner is the fee owner of certain real property in the City of Mendota, County of Fresno, described and shown on **Exhibit A** attached hereto and incorporated herein by reference (the "Mendota RAD Parcel"), upon which two multifamily projects known, respectively, as "Mendota Apartments" and "Rios Terrace" have been developed, consisting of one hundred twenty-four (124) rental units including one hundred twenty-three (123) low-income housing tax credit units and one (1) manager's unit, together with related amenities (collectively, the "Mendota RAD Project").

WHEREAS, the Esperanza Owner is the fee owner of certain real property in the City of Mendota, County of Fresno, described and shown on **Exhibit B** attached hereto and incorporated herein by reference (the "Esperanza Parcel"), upon which the Esperanza Owner intends to rehabilitate and develop fifty-nine (59) low-income housing tax credit units and one (1) manager's unit, together with related amenities (collectively, the "Esperanza Project").

WHEREAS, the Mendota RAD Project includes a community building located at 191 Tuft Street, Mendota, Fresno County, California, consisting of approximately 3,324 square feet ~~of the~~ **Community Building**) which the Mendota RAD Owner intends to be utilized by and shared with the residents, guests and invitees of the Esperanza Project. Further, in order to effectuate the use of the Community Building by the residents, guests and invitees of the Esperanza Project, the

Mendota RAD Owner has agreed to permit the residents, guests and invitees of the Esperanza Project to use pedestrian walkways on the Mendota RAD Parcel for access to the Community Building.

WHEREAS, the Mendota RAD Owner and the Esperanza Owner, in order to implement more fully the successful development of the Esperanza Project, desire to establish the licenses and easements hereinafter described, all for the mutual benefit of the parties hereto and their respective successors and assigns.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by each party hereto, the parties agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings, unless otherwise indicated, and the use of the singular or plural in any instance shall include the other case, as appropriate.

Common Areas: The pedestrian walkways on the Mendota RAD Parcel to be used by Tenants of the Esperanza Project for access to the Community Building.

Community Building: Has the meaning provided in the recitals.

HAFC: The Housing Authority of Fresno County, California, a public body corporate and politic.

HUD: United States Department of Housing and Urban Development.

Mortgagee: Any holder, mortgagee, grantee or secured party under any mortgage, deed to secure debt, security agreement, collateral assignment or similar instrument encumbering any Parcel, as such instrument may be amended from time to time.

Owner: With respect to the Mendota RAD Parcel, the Mendota RAD Owner and its successors and assigns as the record owner of fee simple title to the Mendota RAD Parcel; and with respect to the Esperanza Parcel, the Esperanza Owner and its successors and assigns as the record owner of fee simple title to the Esperanza Parcel.

Parcel(s): The Mendota RAD Parcel and/or the Esperanza Parcel, as applicable.

Permittee(s): All Tenants; the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors and invitees of the Esperanza Owner; and the visitors, invitees, licensees and permitted subtenants of any Tenant insofar as their activities relate to the intended use of the Esperanza Parcel.

Person: Any individual, partnership, limited liability company, firm, association, corporation or other form of entity.

Supportive Services Contract: The Supportive Services Contract dated February 24, 2021 by and between HAFC and the Esperanza Owner (as assignee of Silvercrest, Inc.).

Tenant(s): Any tenant, sublessee or licensee of the Owner of the Esperanza Parcel under any lease with residential tenants.

Tenant Services: The services to be provided by HAFC to the Tenants pursuant to the Supportive Services Contract.

ARTICLE 2 DEVELOPMENT

2.1. Development of Parcels. The parties hereto acknowledge that (a) the Mendota RAD Owner has developed the Mendota RAD Parcel with low-income residential apartments, community buildings and related amenities; and (b) the Esperanza Owner intends to develop, or cause to be developed, the Esperanza Parcel with low-income residential apartments and related amenities.

ARTICLE 3 USE OF MENDOTA RAD PARCEL

3.1. Use of Community Building and Common Areas. The Mendota RAD Owner hereby grants, bargains and conveys to and establishes for the benefit of the Esperanza Parcel and/or the Owner of the Esperanza Parcel and its Permittees the nonexclusive right to use the Community Building (including, without limitation, as a leasing and management office and for the provision of tenant services) and Common Areas without charge, subject to the rules and regulations that the Owner of the Mendota RAD Parcel may reasonably adopt and amend from time to time with written notice to the Owner of the Esperanza Parcel for the purpose of enhancing the use and enjoyment of the Community Building and Common Areas. Any lease granted to a Tenant in the Esperanza Project shall expressly include any such then applicable rules and regulations relating to the use of the Community Building.

ARTICLE 4 MAINTENANCE & EXPENSES

4.1. Maintenance. The Mendota RAD Owner shall maintain the Community Building and the Common Areas in good order and repair and suitable for use of the rights granted under this Agreement, and in all respects in compliance with the California Building Code, the Mendota, California Municipal Code and all other applicable laws and regulations. The Esperanza Owner shall be responsible for the cost to repair any damage caused by the Esperanza Owner's Permittees to the Community Building or the Common Areas beyond damage that is sustained in the normal course of wear and tear.

4.2. Expenses. The Mendota RAD Owner shall be responsible for the cost of the use, operation and maintenance of the Community Building. The Esperanza Owner shall pay HAFC for the cost of all Tenant Services provided to the Tenants of the Esperanza Project at the Community Building, which Tenant Services shall be provided by HAFC pursuant to the terms of the Supportive Services Contract.

4.3. Default. If the Mendota RAD Owner shall fail to maintain the Community Building or the Common Areas as provided in this Agreement, or if the Esperanza Owner shall fail to pay the cost to repair any damage caused by the Esperanza Owner's Permittees to the Community Building or the Common Areas (each, a "**Defaulting Owner**"), then the other Owner (each such Owner being a "**Non-Defaulting Owner**") shall notify the Defaulting Owner of such default. In the event that the Defaulting Owner shall fail to cure such default within thirty (30) days after notice thereof, any Non-Defaulting Owner shall have the right, but not the obligation, to cure said default for the account of the Defaulting Owner. The Defaulting Owner shall reimburse the Non-Defaulting Owner(s) for any and all reasonable costs and expenses incurred by said Non-Defaulting Owner(s) in connection with the curing of any such default.

ARTICLE 5 MISCELLANEOUS

5.1. Binding Nature of Covenants. Except as expressly provided herein, all of the grants, easements, covenants, terms, provisions and conditions herein contained shall run with the land intended to be burdened or benefited thereby. Each party hereto and its heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns shall be bound hereby only during their respective periods of ownership of a Parcel or portion thereof, it being expressly intended that there shall be no continuing liability except for acts or omissions arising during such respective periods of ownership.

5.2. No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach or a default of any of the terms and conditions of this Agreement shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Agreement or a waiver by any other Owner.

5.3. No Termination for Breach. It is expressly agreed that no breach or default, whether or not material, of the provisions of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have at law, in equity or otherwise by reason of any breach of any provision of this Agreement.

5.4. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Mendota RAD Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of the Owners and their respective Mortgagees, to the extent of any rights expressly granted to such Mortgagees. Notwithstanding the foregoing, the Esperanza Owner may extend the rights or benefits created by this Agreement to each of its Permittees; provided, however, nothing in this Agreement shall be construed to constitute any Person (other than the Owners and their respective Mortgagees, to the extent of any rights expressly granted to such Mortgagees) as a third-party beneficiary, and any rights or benefits granted to Permittees may be enforced only by the Esperanza Owner granting such rights or benefits to such Permittee. This Agreement shall not otherwise be deemed to have conferred any rights upon any person or entity not an Owner or Mortgagee as aforesaid.

5.5. Amendment, Modification or Termination; Rights of Mortgagees. This Agreement may be amended, modified or terminated only by a written agreement signed by both of the then current Owners and shall be effective only when recorded in the land records of Fresno County; provided, however, that no such amendment shall impose any materially greater obligation on, or materially impair any right of, any Owner or Mortgagee without the consent of such Owner or Mortgagee. Except as provided in the immediately preceding sentence, no consent to an amendment of this Agreement shall ever be required of any Person (including, without limitation, Permittees and Mortgagees) other than the Owners, nor shall any Person (including, without limitation, Permittees), other than the Owners (and Mortgagees to the extent of any rights expressly granted to such Mortgagees), have any right to enforce any of the provisions hereof. Notwithstanding the foregoing, this Agreement shall not be terminated without the prior written consent of (a) both the parties hereto, (b) PNC LIHTC Fund 81, LLC and Columbia Housing SLP Corporation, as the limited partners of the Esperanza Owner (effective from the date hereof until the expiration of the 15 year low-income housing tax credit compliance period applicable to the Esperanza Project), and (c) the holders of first mortgage liens encumbering each Parcel (or portion thereof).

5.6. Term of Agreement. This Agreement shall be effective as of the date first above written, and shall continue in full force and effect until termination pursuant to Section 5.5 hereof.

5.7. Estoppel Certificate. At any time, and from time to time, within thirty (30) days after notice or request by an Owner, each of the Owners, at no cost to the requesting Owner, shall execute and deliver to such requesting Owner a statement certifying that (a) this Agreement is unmodified and in full force and effect (or if there have been modifications, certifying that this Agreement is in full force and effect as modified in the manner specified in such statement), and (b) to such Person's knowledge, there exists no default under this Agreement, other than as specified therein.

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

5.9. Time of Essence. Time is of the essence of this Agreement.

5.10. Headings. The article and section headings in this Agreement are for the convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

5.11. No Partnership. Nothing in this Agreement shall be construed to make the Owners partners or joint venturers or render any of said parties liable for the debts or obligations of the other.

5.12. Force Majeure. Each Owner shall be excused from performing any obligation or undertaking provided in this Agreement (except for any obligation to pay sums of money) in the event, but only so long as, the performance of such obligation is prevented or delayed by strikes, lockouts, inability to procure materials or permits, power failure, acts of God, governmental restrictions, civil commotion, fire, unavoidable casualty, inclement weather conditions which

decrease the efficiency of performing such obligation by fifty percent (50%) or more, or other causes beyond the control of such Owner, provided that such Owner notifies the other party of such delay within fifteen (15) days after such force majeure event and that lack of funds shall not be deemed to be a cause beyond the control of such Owner.

5.13. Notices. All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by Federal Express or other recognized, reputable overnight courier, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party hereto, from time to time, may change its address for notices hereunder. Notices shall also be provided to the limited partner of each Owner. Legal counsel for any party hereto may send to the other party hereto any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

5.14. Notices. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or in registered or certified form, postage prepaid, return receipt requested addressed to such party at the following address:

Mendota RAD Owner: Mendota RAD, LP
c/o Housing Authority of Fresno County, California
1331 Fulton Street
Fresno, California 93721
Attn: Chief Executive Officer

With a copy to: Ballard Spahr LLP
300 E. Lombard Street, 18th Floor
Baltimore, Maryland 21202
Attn: Teri M. Guarnaccia, Esq.

With a copy to: Columbia Housing SLP Corporation
121 S.W. Morrison Street, Suite 1300
Portland, Oregon 97204-3143
Attn: Fund Management

Esperanza Owner: Mendota Esperanza Commons, LP
c/o Housing Authority of Fresno County, California
1331 Fulton Mall
Fresno, California 93721
Attn: Preston Prince, CEO/Executive Director

With a copy to: Columbia Housing SLP Corporation

121 S.W. Morrison Street, Suite 1300
 Portland, Oregon 97204-3143
 Attn: Fund Management

With a copy to:

PNC LIHTC Fund 81, LLC
 121 S.W. Morrison Street, Suite 1300
 Portland, Oregon 97204-3143
 Attn: Fund Management

5.15. Counterparts. This Agreement may be executed in one or more counterparts and as so executed shall constitute a single instrument.

5.16. Indemnity. Each Owner covenants and agrees, at its sole cost and expense, to indemnify, protect, and hold harmless the other Owner (each an “**Indemnified Person**”) from and against any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements actually incurred) which may at any time be imposed upon, incurred by, or asserted or awarded against the Indemnified Person and arising directly from or out of or in connection with (a) such Owner's use of any of the rights granted to such Owner herein, and (b) the failure of such Owner to comply fully with the terms and conditions of this Agreement.

Notwithstanding any provision to the contrary contained within this Section 5.16, each Owner shall have no responsibility to indemnify any Indemnified Person for any liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses directly caused by the gross negligence or willful misconduct of such Indemnified Person, or any of its officers, agents, employees, or contractors or other Permittees.

Notwithstanding any provision to the contrary contained within this Section 5.16 any indemnification provided by each Owner is limited to eligible non-public housing assets (i.e., assets not subject to a HUD Declaration of Restrictive Covenants or any other document recorded in favor of HUD and which (a) were not acquired with public housing funds and (b) were accounted for using a bookkeeping system that delineated non-public housing assets from assets acquired with public housing funds provided under the U.S. Housing Act of 1937, as amended).

5.17. Insurance. The Esperanza Owner shall carry comprehensive general public liability covering loss or damage resulting from accidents or occurrences on or about or in connection with the use of the Mendota RAD Owner's Parcel under this Agreement or any work, matters or things under, or in connection with, or related to this Agreement, with personal injury, death and property damage liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage under any such comprehensive policy shall be broad form and shall include, but shall not be limited to, operations, contractual, elevators, owner's and contractor's protective, products and completed operations, and the use of all owned, non-owned and hired vehicles. Each Owner shall also

maintain umbrella public liability coverage in an amount not less than Five Million Dollars (\$5,000,000).

See attached Exhibit C and Exhibit D for lender consent, attached and made a part hereto

[SIGNATURES BEGIN NEXT PAGE]

“Mendota RAD Owner”

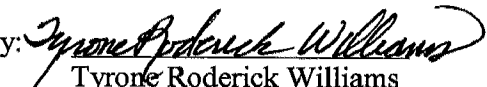
MENDOTA RAD, LP,
a California limited partnership

By: Silvercrest, Inc., a California non-profit
public benefit corporation, its managing
general partner

By: 
Tyrone Roderick Williams
Secretary/Director

By: Mendota RAD AGP, LLC, a California
limited liability company, its administrative
general partner

By: Housing Authority of Fresno
County, California, a public body
corporate and politic, its sole
member

By: 
Tyrone Roderick Williams
Chief Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

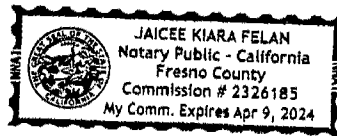
STATE OF CALIFORNIA
COUNTY OF FRESNO

On December 20, 2021, before me, Jaicee Kiara Felan

Notary Public, personally appeared Tyrone Roderick Williams
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Jaicee Kiara Felan

(affix seal in above space)

EXHIBIT "A"
MENDOTA RAD PARCEL

The land described herein is situated in the State of California, County of Fresno, City of Mendota, described as follows:

Parcel A: (Mendota Apartments)

LOTS 9 THROUGH 16 INCLUSIVE, IN BLOCK 66, OF THE TOWN (NOW CITY) OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 1, PAGE 18 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 013-222-12T

PARCEL B: (RIOS TERRACE)

ALL THAT PORTION OF EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 1° 34' 48" EAST, 1383.00 FEET ALONG THE EAST LINE OF SAID SECTION 36, TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LAND CONVEYED BY THE GRANT DEED RECORDED SEPTEMBER 8, 1961 IN BOOK 4606, PAGE 378 AS DOCUMENT NO. 64952, OFFICIAL RECORDS FRESNO COUNTY; THENCE NORTH 89° 31' 11" WEST, 30.00 FEET ALONG SAID EASTERLY PROLONGATION TO A POINT ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 36, SAID POINT BEING THE SOUTHEAST CORNER OF THE LAND CONVEYED BY SAID DOCUMENT NO. 64952, SAID SOUTHEAST CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 89° 31' 11" WEST, 605.22 FEET ALONG THE SOUTH LINE OF THE LAND CONVEYED BY SAID DOCUMENT NO. 64952, TO A POINT ON THE EASTERLY LINE OF PARCEL 3, OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 20, 2002 AS DOCUMENT NO. 2002-0209354, OFFICIAL RECORDS FRESNO COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY, NORTHEASTERLY, NORTHWESTERLY AND NORTHEASTERLY ALONG THE LAND DESCRIBED AS PARCEL 3, IN SAID DOCUMENT NO. 2002-0209354, THE FOLLOWING THIRTEEN COURSES:

1) SOUTH 29° 04' 05" WEST, 64.76 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEING THE NORTHEAST CORNER OF TRACT NO. 4504, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 62 OF PLATS AT PAGES 93 AND 94, FRESNO COUNTY RECORDS; THENCE

2) CONTINUING SOUTH 29° 04' 05" WEST, 70.37 FEET; THENCE

Exhibit A-1

- 3) SOUTH 39° 01' 39" WEST, 250.10 FEET; THENCE
 - 4) SOUTH 47° 37' 45" WEST, 278.12 FEET TO THE NORTHEAST CORNER OF LOT 27 OF SAID TRACT NO. 4504; THENCE
 - 5) SOUTH 73° 18' 58" WEST, 28.81 FEET; THENCE
 - 6) NORTH 88° 23' 44" WEST, 23.69 FEET TO A POINT ON THE WEST LINE OF LOT 27 OF SAID TRACT NO. 4504; THENCE
 - 7) NORTH 52° 53' 33" WEST, 31.48 FEET; THENCE
 - 8) NORTH 41° 41' 42" WEST, 40.96 FEET TO THE NORTHWEST CORNER OF LOT 28 OF SAID TRACT NO. 4504; THENCE
 - 9) NORTH 48° 10' 56" WEST, 172.79 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 29 OF SAID TRACT NO. 4504, SAID POINT BEING SOUTH 48° 10' 56" EAST, 57.25 FEET FROM THE NORTHWEST CORNER OF SAID LOT 29, LAST SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 2002-0209354; THENCE
 - 10) NORTH 47° 37' 27" EAST, 331.76 FEET; THENCE
 - 11) NORTH 39° 14' 35" EAST, 244.46 FEET; THENCE
 - 12) NORTH 66° 12' 33" WEST, 120.64 FEET; THENCE
 - 13) NORTH 20° 17' 27" EAST, 131.70 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 2002-0209354, SAID NORTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF THE LAND CONVEYED BY THE GRANT DEED RECORDED OCTOBER 5, 1971 IN BOOK 5943, PAGE 423 AS DOCUMENT NO. 80322, OFFICIAL RECORDS FRESNO COUNTY;
- THENCE NORTHEASTERLY, NORTHWESTERLY, NORTHEASTERLY, EASTERLY AND SOUTHERLY ALONG THE LAND CONVEYED BY SAID DOCUMENT NO. 80322, THE FOLLOWING FIVE COURSES:
- 1) NORTH 20° 17' 27" EAST, 131.00 FEET; THENCE
 - 2) NORTH 66° 13' 00" WEST, 50.00 FEET; THENCE
 - 3) NORTH 13° 01' 52" EAST, 439.19 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED BY SAID DOCUMENT NO. 80322; THENCE
 - 4) SOUTH 89° 32' 10" EAST, 220.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEING THE NORTHEAST CORNER OF THE LAND CONVEYED BY SAID DOCUMENT NO. 80322; THENCE

Exhibit A-2

5) SOUTH 1° 35' 36" EAST, 379.67 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 36, TO THE NORTHWEST CORNER OF THE LAND CONVEYED BY THE GRANT DEED RECORDED SEPTEMBER 8, 1961 IN BOOK 4606, PAGE 378 AS DOCUMENT NO. 64952, OFFICIAL RECORDS FRESNO COUNTY; THENCE SOUTH 89° 31' 11" - EAST, 305.01 FEET ALONG THE NORTH LINE OF THE LAND CONVEYED BY SAID DOCUMENT NO. 64952, TO THE SOUTHWEST CORNER OF THE LAND CONVEYED BY THE GRANT DEED RECORDED APRIL 2, 1952 IN BOOK 3146, PAGE 562 AS DOCUMENT NO. 17949, OFFICIAL RECORDS FRESNO COUNTY; THENCE NORTH 1° 34' 48" EAST, 350.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2165.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEING THE NORTHWEST CORNER OF THE LAND CONVEYED BY SAID DOCUMENT NO. 17949; THENCE SOUTH 89° 31' 44" EAST, 329.99 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 36, SAID POINT BEING THE NORTHEAST CORNER OF THE LAND CONVEYED BY SAID DOCUMENT NO. 17949; THENCE SOUTH 1° 34' 48" WEST, 782.40 FEET ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE GEODETIC OBSERVATION OF THE EAST LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN. TAKEN TO BE NORTH 1° 34' 48" EAST.

APN: 012-190-10, 012-190-42S, 012-190-43S, 012-210-02, 012-270-21, 012-270-24

EXHIBIT "B"**"Esperanza Parcel"**

The land described herein is situated in the State of California, County of Fresno, City of Mendota, described as follows:

Parcel One:

That portion that certain parcel of land conveyed to the Housing Authority of Fresno County in a Grant Deed recorded May 25, 1978 in Book 7038 of Official Records, at Page 677, Fresno County Records, herein referred to as "Housing Authority Parcel", situated in the West half of the East half of the East half of Section 36, Township 13 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, more particularly described as follows:

COMMENCING at a point on the west line of the East half of the East half of the East half of the Southeast quarter of said Section 36, said point being a distance thereon, 1484.30 feet southerly of the Southeast corner of the North half of the Northwest quarter of the Southeast quarter of the Northeast quarter of said Section 36, said point also being the centerline intersection of Smoot Avenue with Sorenson Avenue as said intersection is shown on that certain Record of Survey filed March 2, 2015 in Book 60 of Record of Surveys, at pages 88-90 inclusive, Fresno County Records; thence leaving said POINT OF COMMENCEMENT, along said centerline of Smoot Avenue and the northerly line of that certain parcel of land conveyed to Mendota RAD, LP in a Grant Deed recorded December 24, 2013 as Document Number 2013-0172253, Official Records of Fresno County, hereinafter referred to as "Mendota RAD Parcel", North 89°32'10" West, a distance of 220.00 feet to the northeast corner of "Housing Authority Parcel"; thence Southerly along the westerly line of said "Mendota RAD Parcel: and the easterly line of said "Housing Authority Parcel", South 13°01'52" West, a distance of 182.25 feet to a line being parallel with and 177.88 feet southerly, as measured at right angles, from said centerline; thence along said parallel line, North 89°32'10" West, a distance of 245.29 feet to the TRUE POINT OF BEGINNING;

Thence North 00°27'50" East, a distance of 177.88 feet to said centerline of Smoot Avenue and the northerly line of said "Housing Authority Parcel";

Thence along said centerline and said northerly line, North 89°32'10" West, a distance of 159.99 feet to the west line of the East half of said Section 36;

Thence southerly along said west line, South 01°36'26" West, a distance of 177.92 feet to the westerly prolongation of said parallel line;

Thence easterly along said westerly prolongation, South 89°32'10" East, a distance of 163.54 feet to the TRUE POINT OF BEGINNING;

containing 28,774 square feet, more or less.

APN: Portion of 012-190-39sT

Parcel Two;

That portion that certain parcel of land conveyed to the Housing Authority of Fresno County in a Grant Deed recorded May 25, 1978 in Book 7038 of Official Record, at Page 677, Fresno County Records, hereinafter referred to as "Housing Authority Parcel", situated in the West half of the East half of the East half of Section 36, Township 13 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, more particularly described as follows:

COMMENCING at a point on the west line of the East half of the East half of the East half of the Southeast quarter of said Section 36, said point being distance thereon, 1484.30 feet southerly of the Southeast corner of the North half of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 36, said point also being the centerline intersection of Smoot Avenue with Sorenson Avenue as said intersection is shown on that certain Record of Survey filed March 2, 2015 in Book 60 of Record of Surveys, at page 88-90 inclusive, Fresno County Records; thence leaving the POINT OF COMMENCEMENT, along said centerline of Smoot Avenue and the northerly line of that certain parcel of land conveyed to Mendota RAD, LP in a Grant Deed recorded December 24, 2013 as Document Number 2013-0172253, Official Records of Fresno County, hereinafter referred to as "Mendota TAD Parcel", North 89°32'10" West, a distance of 220.00 feet to the northeast corner of "Housing Authority Parcel" and the TRUE POINT OF BEGINNING;

Thence leaving said TRUE POINT OF BEGINNING, Southerly along the westerly line of said "Mendota RAD Parcel" and the easterly line of said "Housing Authority Parcel" South 13°01'52" West, a distance of 182.25 feet to a line being parallel with and 177.88 feet southerly, as measured at right angles, from said centerline;

Thence along said parallel line, North 89°32'10" West, a distance of 245.29 feet;

Thence North 00°27'50" East, a distance of 177.88 feet to said centerline of Smoot Avenue and the northerly line of said "Housing Authority Parcel";

Thence along said centerline and said northerly line, South 89°32'10" East, a distance of 284.94 feet to the TRUE POINT OF BEGINNING;

Containing 1.083 acres, more or less.

APN: Portion of 012-190-39sT

Parcel Three:

That portion that certain parcel of land conveyed to the Housing Authority of Fresno County in a Grant Deed recorded May 25, 1978 in Book 7038 of Official Records, at Page 677, Fresno County Records, hereinafter referred to as "Housing Authority Parcel", situated in the West half of the East half of the East half of Section 36, Township 13S, Range 14 East,

Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, more particularly described as follows:

COMMENCING at a point on the west line of the East half of the East half of the East half of the Southeast quarter of said Section 36, said point being distance thereon, 1484.30 feet southerly of the Southeast corner of the North half of the Northwest quarter of the Southeast quarter of said Section 36, said point also being the centerline intersection of Smoot Avenue with Sorenson Avenue as said intersection is shown on that certain Record of Survey filed March 2, 2015 in Book 60 of Record of Surveys, at pages 88-90 inclusive, Fresno County Records thence leaving said POINT OF COMMENCEMENT, along said centerline of Smoot Avenue and the northerly line of that certain parcel of land conveyed to Mendota RAD, LP in Grant Deed recorded December 24, 2013 as Document Number 2013-0172253, Official Records of Fresno County, hereinafter referred to as "Mendota RAD Parcel", North 89°32'10" West, a distance of 220.00 feet to the northeast corner of "Housing Authority Parcel"; thence Southerly along the westerly line of said "Mendota RAD Parcel" and the easterly line of said "Housing Authority Parcel", South 13°01'52" West, a distance of 182.25 feet to the TRUE POINT OF BEGINNING; thence leaving said TRUE POINT OF BEGINNING, the following nine (9) courses;

1. continuing along said easterly line, South 13°01'52" West, a distance of 256.94 feet;
2. South 66°13'00" East, a distance of 50.00 feet;
3. South 20°17'27" West, a distance of 262.69 feet;
4. South 66°12'33" East, a distance of 120.64 feet;
5. South 39°14'35" West, a distance of 244.46 feet;
6. South 47°37'27" West, a distance of 331.76 feet to an intersection with the north line of Lot 29 of that certain final map of Tract No. 4504, recorded in Volume 62 of Plats, at pages 93 through 94 inclusive, Fresno County Records;
7. Along said north line of Lot 29, North 48°10'56" West, a distance of 57.25 feet to the west line of the East half of said Section 36;
8. Northerly, along said west line, North 01°36'26" East, a distance of 943.98 feet to a line being parallel with and 177.88 feet southerly, as measured at right angles, of said centerline of Smoot Avenue and the northerly line of said "Mendota RAD Parcel";
9. Easterly, along said parallel line, South 89°32'10" East, a distance of 408.83 feet to the TRUE POINT OF BEGINNING;

Containing 7.235 acres, more or less.

APN: Portion of 012-190-39sT

Exhibit C

HUD CONSENT TO SUBORDINATE EASEMENT AGREEMENT

THIS CONSENT (the "Consent") is made this 16 day of December, 2021, by the UNITED STATES OF AMERICA, SECRETARY OF HOUSING AND URBAN DEVELOPMENT and its successors and assigns ("HUD").

RECITALS

WHEREAS, Mendota RAD, LP, a California limited partnership (the "Partnership") and HUD have entered into a Rental Demonstration Use Agreement dated December 30, 2013 (the "RAD Use Agreement") and recorded in the Land Records of Fresno County, California (the "Land Records") as Document No. 2013-0172256, imposing certain restrictions on the use of the Project described therein (the "Project"); and

WHEREAS, the Partnership and Mendota Esperanza Commons, LP, a California limited partnership (the "Esperanza Owner") desire to enter into a Facilities Use Agreement (the "Facilities Use Agreement") pursuant to which the Partnership agrees to provide the Esperanza Owner with the right to access and use certain community space in the Project in accordance with the terms thereof, which Facilities Use Agreement is intended to be recorded among the Land Records; and

WHEREAS, the Facilities Use Agreement will be and remain subject and subordinate to the RAD Use Agreement in all respects;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, HUD hereby consents to (a) the execution and delivery by the Partnership of the Facilities Use Agreement and (b) the recordation of the Facilities Use Agreement among the Land Records.

SECRETARY OF HOUSING AND
URBAN DEVELOPMENT

By:



Name: Bennett Hilley

Title: Deputy Director, Office of Recapitalization

Date: December 16, 2021

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Washington

ss.

District of Columbia

On December 16th, 2021, before me, a Notary Public for the above jurisdiction, personally appeared Bennett R. Hilley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his/her/their authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the above jurisdiction that the foregoing paragraph is true and correct. Witness my hand and official seal.

Myrtle E. Chandler

Notary Public

Print Name: Myrtle E. Chandler

My commission expires: August 14th, 2024

MYRTLE E. CHANDLER
NOTARY PUBLIC
District of Columbia
My Commission Expires Aug. 14, 2024

Exhibit D

CONSENT BY LENDER/LIENHOLDERTHIS CONSENT, made this 11 day of April, 2024, by and between:PNC BANK, NATIONAL ASSOCIATION, a national banking association
(hereinafter "LENDER")

And

MENDOTA RAD, LP, a California limited partnership
(hereinafter "Owner").

WITNESSETH:

That LENDER, the holder of that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Owner dated as of December 20, 2013, and recorded in the Official Records as Instrument No. 2013-0172256 of the Public Records of Fresno County, California, being in the aggregate principal sum of Two Million Three Hundred Fifty Thousand and 00/100 Dollars (\$2,350,000.00), in consideration of mutual covenants and agreements and for other good and valuable considerations received from Owner, does hereby consent to execution and delivery of the foregoing FACILITIES USE AGREEMENT and agrees that in the event Lender or any successors obtain title to such property through foreclosure or deed-in-lieu of foreclosure, the FACILITIES USE AGREEMENT shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS OF THE FOREGOING, the Lender has set Lender's hand and seal the day and year first written above.

WITNESS:

Amanda Clark
Printed name: Amanda Clark

PNC Bank, National Association,
A national banking association

By: Lisa Williams *
Title: Senior Vice President **
Address: PNC Bank, National Association
500 West Jefferson Street, Suite 2300
Mailstop: K1-KHDQ-23-4
Louisville, KY 40202
Attn: Closing Department

* Lisa Williams

** Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ ^{Oregon}
COUNTY OF Multnomah

On April 11, 2024, before me, Amanda Clark,

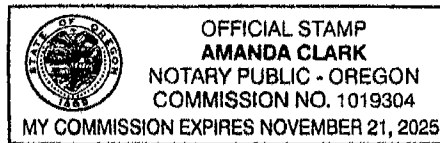
Notary Public, personally appeared Lisa Williams
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Amanda Clark

(affix seal in above space)



CONSENT BY LENDER/LIENHOLDER

THIS CONSENT, made this 20th day of December, 2021, by and between:

COUNTY OF FRESNO, a political subdivision of the State of California
(hereinafter "LENDER")

And

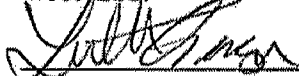
MENDOTA RAD, LP, a California limited partnership
(hereinafter "Owner").

WITNESSETH:

That LENDER, the holder of that certain Deed of Trust and Assignment of Rents and Financing Statement executed by Owner dated as of December 20, 2013, and recorded in the Official Records as Instrument No. 2013-0172266 of the Public Records of Fresno County, California, being in the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), in consideration of mutual covenants and agreements and for other good and valuable considerations received from Owner, does hereby consent to execution and delivery of the foregoing FACILITIES USE AGREEMENT and agrees that in the event Lender or any successors obtain title to such property through foreclosure or deed-in-lieu of foreclosure, the FACILITIES USE AGREEMENT shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS OF THE FOREGOING, the Lender has set Lender's hand and seal the day and year first written above.

WITNESS:



Printed
Name:

Yvette Guirado

COUNTY OF FRESNO, a political subdivision
of the State of California


Printed Name: Steven E. White

Title: Director

Address: Department of Public Works and
Planning
Community Development Division
Attention: Affordable Housing Programs
Manager
2220 Tulare Street, 6th Floor
Fresno, CA 93721

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF FRESNO

On December 20, 2021, before me, Jaicee Kiara Felan

Notary Public, personally appeared Steven E. White, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Jaicee Kiara Felan

(affix seal in above space)

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