



**CALL AND NOTICE OF SPECIAL  
MEETING AT 6:45 PM OF THE  
HOUSING AUTHORITY OF THE CITY  
OF VALLEJO**


**JANUARY 13, 2026**

**MEMBERS**

Andrea Sorce - (Chair)  
Peter Bregenzer (Vice-Chair)  
Helen-Marie Gordon  
Tonia Lediju, PhD  
Alexander Matias  
Diosdado "JR" Matulac  
Charles Palmares

**HYBRID MEETING**  
[www.Cityofvallejo.net](http://www.Cityofvallejo.net)

**Council Chambers  
555 Santa Clara Street  
Vallejo, CA 94590**

<p>NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom</p>	<p>City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.</p>
<p><b>PUBLIC COMMENT:</b> Members of the Public may provide public comments during the Housing Authority of the City of Vallejo Meeting in person or via ZOOM <a href="https://ZoomRegular.Cityofvallejo.net">https://ZoomRegular.Cityofvallejo.net</a>, or via phone, by dialing (669) 900-6833.</p>	<p>For additional instructions on how to speak remotely during public comment, please visit, <a href="http://www.cityofvallejo.net/publiccomment">www.cityofvallejo.net/publiccomment</a></p>
<p><b>VIEW THE MEETING:</b> There are four different ways you can view this public meeting:</p> <ul style="list-style-type: none"> <li>• In Person</li> <li>• Watch Vallejo local channel 28</li> <li>• Stream from the City website: <a href="http://www.cityofvallejo.net/Streaming">www.cityofvallejo.net/Streaming</a></li> <li>• Join the Zoom webinar: <a href="https://ZoomRegular.Cityofvallejo.net">https://ZoomRegular.Cityofvallejo.net</a></li> </ul>	<p>Scan QR code for live captions and translation in Spanish and Tagalog.</p> 
<p align="center"><b>Hybrid Options are available for members of the public to participate. To participate remotely</b></p>	
<p><b>Option to Join by Computer</b> From your browser go to <a href="https://ZoomRegular.CityofVallejo.net">https://ZoomRegular.CityofVallejo.net</a> to launch and join the zoom application. Meeting ID: 914 0075 0676# Meeting Password: 131313</p>	<p><b>Option to Join by Phone</b> Dial (669) 900-6833 Enter Meeting ID: 914 0075 0676# Meeting Password: 131313 Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute</p>
<p>Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the Housing Authority of the City of Vallejo less than 72 hours before the meeting will be posted concurrently on the City’s website at <a href="http://www.cityofvallejo.net/agendas">www.cityofvallejo.net/agendas</a> Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the City Clerk</p>	



Vallejo City Council Chambers ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof

## **AGENDA**

TO THE MEMBERS OF THE HOUSING AUTHORITY OF THE CITY OF VALLEJO:

You are hereby notified that I do hereby call the Housing Authority of the City of Vallejo in special session to consider only the matters stated on the agenda listed below. NOTICE: Members of the public shall have the opportunity to address the Housing Authority concerning any item listed on the agenda before or during consideration of that item. No other items may be discussed at this special meeting

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CONSENT CALENDAR AND APPROVAL OF AGENDA**

Members of the public wishing to address the Housing Authority on Consent Calendar items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(<https://ZoomRegular.Cityofvallejo.net>), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press \* 9 to digitally raise your hand from the phone. Press \*6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, [www.cityofvallejo.net/publiccomment](http://www.cityofvallejo.net/publiccomment). In person speakers will be recognized first. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Housing Authority Board. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda.

- A. ADOPT A RESOLUTION APPROVING THE PROPOSED SUBORDINATION AGREEMENT TO THE AFFORDABLE HOUSING COVENANT TO ALLOW FOR THE REFINANCING AND REHABILITATION OF MARINA TOWERS ANNEX, A SENIOR HOUSING PROJECT**

Recommendation: Adopt a Resolution approving the proposed subordination agreement to the affordable housing covenant to allow for the refinancing and rehabilitation of Marina Towers Annex, a senior housing project.

Contact: Alicia M. Jones, Housing Director (707) 648-4408  
[Alicia.Jones@cityofvallejo.net](mailto:Alicia.Jones@cityofvallejo.net)

- 4. ACTION CALENDAR**

*Members of the public wishing to address the Housing Authority on Action Calendar items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(<https://ZoomRegular.Cityofvallejo.net>), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press \* 9 to digitally raise your hand from the phone. Press \*6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, [www.cityofvallejo.net/publiccomment](http://www.cityofvallejo.net/publiccomment). In person speakers will be recognized first. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310.*

**5. ADJOURNMENT**

**ADDITIONAL CITY INFORMATION**

Members of the public can:

- Like us on Facebook and Instagram ([@cityofvallejo](#))
- Sign up to receive City Communications via e-mail ([www.cityofvallejo.net/subscribe](http://www.cityofvallejo.net/subscribe))
- Sign up for emergency alerts at: [alertsolan.com](http://alertsolan.com)

Dated: Tuesday, January 6, 2026



Andrea Sorce, Mayor

I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to

Andrea Sorce - (Chair)  
Peter Bregenzer (Vice-Chair)  
Helen-Marie Gordon  
Tonia Lediju, PhD  
Alexander Matias  
Diosdado "JR" Matulac  
Charles Palmares,

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 4:30 p.m., Tuesday, January 6, 2026.

Dated: Tuesday, January 6, 2026





**DATE:** January 13, 2026  
**TO:** Chair and Members of the Vallejo Housing Authority Board  
**FROM:** Alicia M. Jones, Housing Director  
**SUBJECT:** **ADOPT A RESOLUTION APPROVING THE PROPOSED SUBORDINATION AGREEMENT TO THE AFFORDABLE HOUSING COVENANT TO ALLOW FOR THE REFINANCING AND REHABILITATION OF MARINA TOWERS ANNEX, A SENIOR HOUSING PROJECT**

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**RECOMMENDATION**

Adopt a Resolution approving the proposed subordination agreement to the affordable housing covenant to allow for the refinancing and rehabilitation of Marina Towers Annex, a senior housing project.

**REASONS FOR RECOMMENDATION**

Marina Towers Annex is a housing development that provides low-income housing for seniors. The Marina Annex Housing Partners, LP (Owner) has received an award for federal low-income housing tax credits and in order to obtain the federal tax credits, the Owner intends to refinance the property through: (i) a loan provided by Fannie Mae, and: (ii) a loan provided by the U.S. Department of Housing and Urban Development (HUD), which will allow the Owner to provide significant project upgrades. To obtain the loan provided by Fannie Mae, the lender requires subordination of the affordable housing covenant to the loan documents. The subordination agreement provides notice and specific performance provisions which will help ensure that the current 40-year affordability period of the affordability covenant will remain in effect until the expiration date of the agreement.

**BACKGROUND AND DISCUSSION**

Marina Annex Housing Partners, LP, a Delaware limited partnership (the "Owner"), is the Owner of the multifamily affordable apartment complex commonly known as Marina Towers Annex (the "Project"), located at 575 Sacramento St. in the City of Vallejo, California (the "City"). The Marina Towers Annex consists of 57 units reserved for seniors 62 years of age and older. The average age of the residents is 78 years old.

Marina Towers Annex was constructed in 1973 and has not had a major renovation since 2001. Significant repairs are needed throughout the interior and exterior of the buildings, and Wilshire Pacific Builders has been engaged by the Owner to prepare a rehabilitation cost plan which totals over \$5.1 million (\$90,000+ per unit). Some of the renovation highlights include replacement of all major systems like windows, roofing, HAVAC; full unit upgrades including new flooring, painting, appliances, doors, cabinets, and countertops; and upgrades to the elevator and fire alarm systems to meet the current code. The numbers of units meeting full section 504 compliance will increase from 3 to 14 upon completion of the renovation. The rehabilitation will be completed with minor disruption to the residents and will significantly enhance their quality of life in the long term.

The Successor Agency to the former Redevelopment Agency of the City of Vallejo is being requested to approve subordination of the Affordable Housing Covenant recorded as document number 2001-00145162 in the Solano County, California records office, to Owner's Fannie Mae loan in the amount of \$9 million dollars. The original loan executed between the previous owner of the Project and the former Redevelopment Agency of the City of Vallejo in the amount of \$420,000 has been paid in full.

**Subject: ADOPT A RESOLUTION APPROVING THE PROPOSED SUBORDINATION AGREEMENT TO THE AFFORDABLE HOUSING COVENANT TO ALLOW FOR THE REFINANCING AND REHABILITATION OF MARINA TOWERS ANNEX, A SENIOR HOUSING PROJECT**

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**FISCAL IMPACT**

No fiscal impact to the City General Fund as all loans owed to the City have been paid in full.

**ENVIRONMENTAL REVIEW**

**ATTACHMENTS**


1.	Resolution Approving Proposed Amendments to the Affordable Housing Covenant of Marina Towers Annex CAO Stamp VHA
2.	Exhibit A - Marina Towers - Subordination Agreement
3.	Annex Afford Housing Covenant

**CONTACT**

Alicia M. Jones, Housing Director (707) 648-4408

[Alicia.Jones@cityofvallejo.net](mailto:Alicia.Jones@cityofvallejo.net)

Approved as to form:

By:  for  
Veronica A.F. Nebb  
City Attorney

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE VALLEJO HOUSING AUTHORITY  
APPROVING THE PROPOSED SUBORDINATION AGREEMENT TO  
THE AFFORDABLE HOUSING COVENANT TO ALLOW FOR THE  
REFINANCING AND REHABILITATION OF MARINA TOWERS  
ANNEX, A SENIOR HOUSING PROJECT**

**WHEREAS**, Marina Annex Housing Partners, LP, a Delaware limited partnership (the “Owner”) owns the multifamily affordable apartment complex commonly known as Marina Towers Annex (the “Project”); and

**WHEREAS**, the Project, located at 575 Sacramento Street, provides low-income housing for seniors 62 years and older; and

**WHEREAS**, pursuant to Section 42 of the Internal Revenue Code (the “Code”) the Project received an award for federal low-income housing tax credits (the, “Federal Tax Credits”), and in order to obtain the Federal Tax Credits, the Owner intends to refinance the property through: (i) a loan provided by Fannie Mae (“Fannie Mae”), and (ii) a loan provided by the U.S. Department of Housing and Urban Development’s (“HUD”) Green and Resilient Retrofit Program (“GRRP”); and

**WHEREAS**, the Project is subject to an Affordable Housing Covenant recorded on December 11, 2001, by and between the former Redevelopment Agency of the City of Vallejo, and the Owner’s predecessor in interest, Marina Annex Associates, a California limited partnership (the “Affordable Housing Covenant”); and

**WHEREAS**, the Owner has requested a subordination to the Affordable Housing Covenant to include the Fannie Mae Subordination Agreement; and

**WHEREAS**, in December 2001, a loan was executed between the previous owner of the Project and the former Redevelopment Agency of the City of Vallejo in the original amount of \$420,000, with an affordability period of forty years expiring in December 2041, which loan has been paid in full.

**NOW, THEREFORE, BE IT RESOLVED**, by the Vallejo Housing Authority as follows:

1. The Vallejo Housing Authority hereby approves the Subordination Agreement to the Affordable Housing Covenant attached hereto as Exhibit A and incorporated herein by reference.

**BE IT FURTHER RESOLVED**, the City Manager is hereby authorized to execute any and all documents necessary to effectuate the foregoing.

**PASSED AND ADOPTED** by the Vallejo Housing Authority this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**

FANNIE MAE SUBORDINATION AGREEMENT – ATTACHED

Prepared by, and after recording  
return to:

Vallejo Housing Authority  
505 Santa Clara Street  
Vallejo, CA 94590  
Attention: Housing Director

City Clerk  
555 Santa Clara Street  
Vallejo, CA 94590

**SUBORDINATION AGREEMENT**  
**GOVERNMENTAL ENTITY**

**SUBORDINATION AGREEMENT GOVERNMENTAL ENTITY FOR REGULATORY  
AGREEMENT  
REGULATORY AGREEMENT ONLY/NO SUBORDINATE DEBT**

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (this “**Agreement**”) is effective as of the \_\_\_ day of January, 2026, among and between the **VALLEJO HOUSING AUTHORITY**, a public body (“**VHA**”), **THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO** (“**Successor Agency**”), and **MARINA ANNEX HOUSING PARTNERS, LP**, a Delaware limited partnership (“**Borrower**”), for the benefit of **LUMENT REAL ESTATE CAPITAL, LLC**, a Delaware limited liability company, its successors and assigns (“**Lender**”). The VHA and Successor Agency shall be collectively referred to herein as “**Governmental Entity**”.

**RECITALS:**

A. Simultaneously herewith Lender is making a loan to Borrower in the original principal amount of \$[9,000,000] (“**Loan**”) pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the “**Loan Agreement**”) and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the “**Note**”). The Loan is to be secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing that will be recorded among the records of Solano County, California (“**Official Records**”) (as supplemented or amended from time to time, the “**Mortgage**”) of certain improved real property located in Vallejo, Solano County, California, as more particularly described on Exhibit A attached hereto (“**Property**”). The Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the “**Loan Documents**”.

B. In connection with the construction and development of the Property, Borrower entered into a certain Affordable Housing Covenant dated as of December 4, 2001 (“**Regulatory Agreement**”) in favor of the Governmental Entity, which was recorded as Document No. 2001-00145162 in the Official Records, pursuant to which the Property was subjected to certain restrictions by Governmental Entity.

C. As a condition to making the Loan, Lender requires that the lien of the Mortgage be superior to the lien of the Regulatory Agreement. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement.

E. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Subordination. The Governmental Entity hereby agrees that the Regulatory Agreement is and shall at all times continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the above, Governmental Entity may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Regulatory Agreement.

3. Financing, Encumbrance and Approval. Governmental Entity hereby approves and acknowledges the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure of the Mortgage or a deed in lieu thereof shall not require Governmental Entity's consent but shall require notice to Governmental Entity.

4. Reserved.

5. Lender Notice of Default. In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity shall be entitled to receive and shall be given a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.

6. Governmental Entity Notice of Default. Governmental Entity shall give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, shall have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf. Governmental Entity hereby represents that, to the best of its knowledge, there is no current default under the Regulatory Agreement.

7. Governmental Entity's Rights. Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may not be modified, amended, changed or otherwise altered without the prior written consent of Lender so long as the Loan is secured by the Property and (B) for so long as the Loan is secured by the Property, notwithstanding the terms

of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) the collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) the application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) the removal or replacement of the existing property manager of the Property; (vi) a material adverse effect on Lender's security for the Loan or (vii) placing a lien on the Property.

8. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity. Governmental Entity shall have the right, but not the obligation, to cure any such Loan Default within sixty (60) days following the date of such Default Notice or the date on which Governmental Entity otherwise acquires actual knowledge of the Loan Default; provided, however, that Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Loan Documents. Governmental Entity may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Governmental Entity keeps current all payments required by the Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Lender's secured position relative to the Mortgaged Property, as determined by Lender in its sole discretion, then Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Governmental Entity to Lender to cure a Loan Default shall be deemed to have been advanced by Governmental Entity pursuant to, and shall be secured by the Loan Agreement and the Mortgage. For the purposes of this Section 8, (i) "**Default Notice**" means a copy of any written notice from Lender to Borrower and Subordinate Lender stating that a Loan Default has occurred under the Loan Documents and shall specify the default upon which such Default Notice is based; and (ii) "**Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Loan Documents.

9. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the Regulatory Agreement to the lien or charge of the Loan Documents and shall supersede and cancel any prior agreements with regard to this subject matter.

10. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of California.

12. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Notices. All notices required or permitted hereunder shall be deemed to have been received either (i) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

If to Governmental Entity:

Vallejo Housing Authority  
505 Santa Clara Street  
Vallejo, CA 94590  
Attention: Housing Director  
Telephone (707) 648-4408  
Alicia.Jones@cityofvallejo.net

With a copy to:

General Counsel of the Vallejo Housing Authority  
Office of the City Attorney  
555 Santa Clara Street  
Vallejo, CA 94590  
Attention: Veronica Nebb  
Veronica.Nebb@cityofvallejo.net

If to Lender:

Lument Real Estate Capital, LLC  
c/o Lument  
10 W. Broad Street, 8th Floor  
Columbus, Ohio 43215  
Attention: Legal Department

With a copy to:

Lument Real Estate Capital, LLC  
c/o Lument  
2001 Ross Avenue, Suite 1900  
Dallas, Texas 75201  
Attention: REINS Asset Management

If to Borrower:

Marina Annex Housing Partners, LP

c/o LIHC Investment Group  
One Portland Square, Suite 6A  
Portland, ME 04101

With a copy to:

Vitus Group  
2607 Second Avenue, Suite 300  
Seattle, WA 98121

14. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

15. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

**GOVERNMENTAL ENTITY**

**VALLEJO HOUSING AUTHORITY**, a public body

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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 \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_ (here insert name of the officer), Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
[Seal]

**BORROWER:**

**MARINA ANNEX HOUSING PARTNERS, LP,**  
a Delaware limited partnership

By: IH Marina Annex Vallejo LLC, a  
California limited liability company  
Its: Managing General Partner

By: Affordable Housing Alliance II, Inc.,  
a Colorado nonprofit corporation d/b/a Integrity Housing  
Its: Sole Member

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By: Philip Wood  
Its: President

By: Marina Annex Housing Management, LLC, a  
Delaware limited liability company  
Its: Co-General Partner

By: Vitus Development III, LLC, a Delaware limited liability company  
Its: Member and Manager

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By: Stephen R. Whyte  
Its: President

By: Marina Towers Acquisitions LLC, a California limited liability company  
Its: Member and Manager

By: LPSF IV, LLC, a Maine limited liability company  
Its: Manager

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By: Charles P. Gendron  
Its: Manager

[ACKNOWLEDGMENT APPEARS ON THE SUCCEEDING PAGE]





**EXHIBIT A**  
**Legal Description**

The land referred to is situated in the County of Solano, City of Vallejo, State of California, and is described as follows:

Parcel 212A as shown on that Parcel Map entitled "Redivision of Parcels No. 211 and 212 of the Marina Vista Redevelopment Project of City of Vallejo, as shown on a Parcel Map recorded September 15, 1969 in Book 3 of Parcel Maps, Solano County Records, at Page 67" filed in the Office of the County Recorder of Solano County, California, on the 20th day of May, 1977, in Book 12 of Parcel Maps, Page 89, Series No. 20499.

APN: 0055-160-390

M

2001-00145162  
Recorded By:  
CHICAGO

U3 RecFee  
SurMon  
NoPCUR  
IncFee  
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**RECORDING REQUESTED BY AND  
AFTER RECORDATION, MAIL TO:**

The Redevelopment Agency of  
the City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Attn: \_\_\_\_\_

Official Records  
County of Solano  
Robert Blechschmidt  
Assessor/Recorder

08:00 11-DEC-01 AR29 12 Pgs

1042187KF

**AFFORDABLE HOUSING COVENANT**

For valuable consideration, the receipt of which is hereby acknowledged, REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO ("Agency"), acting to carry out the obligations under Section 33334.2 of the California Health and Safety Code establishing an affordable housing program for the City of Vallejo, hereby agrees with MARINA ANNEX ASSOCIATES, a California Limited Partnership, ("Owner"), with respect to that certain parcel of real property (the "Site") legally described on Exhibit A, that the Site and the multi-family residential units to be constructed thereon (the "Project") will be subject to the conditions, restrictions, reservations and rights of Agency specified below:

1. **USE OF THE SITE.** The Owner hereby covenants and agrees, for itself, its lessees, successors and assigns, as follows:

A. In consideration for the Agency's contribution to the acquisition and construction of the Site and the development of the Project and in implementation of that certain Participation Agreement between Agency and Owner, dated Dec. 11, 2001 (the "PA") and that certain stipulated settlement agreement (the "Settlement Agreement") executed by the parties in the action of *Muntu Buchongo, et al., v. City of Vallejo, et al.* (Solano Superior Court, Case No. L006935), the Agency and Owner have executed this Agreement to assure the Property meets the requirements of California Health and Safety Code Sections 33334.2 and 33413, and remains affordable for the longest feasible period, but not for fewer than forty (40) years.

B. **Rent and Income Restrictions.** All of the residential units to be located on the Site (the "Affordable Units") shall be rented to low and moderate income households whose income does not exceed the limits set forth below ("Eligible Households"):

911424 M

1. Six (6) of the Units located on the Site shall be available to Eligible Households whose income does not exceed thirty-five percent (35%) of the area median income. These Affordable Units shall be available at rents that do not exceed 30% of 35% of the Median Income, adjusted by Household Size, less a utility allowance.
2. Six (6) of the Units located on the Site shall be available to Eligible Households whose income does not exceed forty-five percent (45%) of the area median income. These Affordable Units shall be available at rents that do not exceed 30% of 45% of the Median Income, adjusted by Household Size, less a utility allowance.
3. Forty-five- (45) of the Units located on the Site shall be available to Eligible Households whose income does not exceed fifty percent (50%) of the area median income. These Affordable Units shall be available at rents that do not exceed 30% of 50% of the Median Income, adjusted by Household Size, less a utility allowance. Provided, however, that the Owner may, in its sole reasonable judgment, elect to have a property manager residing on the Site, in which event one (1) of the Units may be used as a resident manager's unit, and the remaining forty-four (44) Units shall be available to Eligible Households whose income does not exceed fifty percent (50%) of the area median income, in accordance with this subsection 3.

The maximum housing cost of the Eligible Households for each of the income levels set forth above must comply with the regulations promulgated by the California Department of Housing and Community Development Sections 6910-6932 in Title 25 of the California Code of Regulations, governing the Agency's set aside housing fund, which may be superseded by the eligibility requirements established by the Participant's Financing or the regulatory agreement relating to any other federally administered program providing financing for the Project.

In calculating the allowable Rent for each of the Units, the following Household Sizes shall be utilized:

Number of Bedrooms	Household Size
Studio	1
One	2
Two	3

During any period that any federal Low-Income Housing Tax Credit regulatory agreement is in force, the Participant shall use the assumed household sizes per Unit that are required by the federal Low-Income Housing Tax Credit program.

For purposes of this Covenant:

"Median Income" shall mean the median income for households in Solano County, California, as published from time to time by the United States Department of Housing and Urban Development ("HUD") in a manner consistent with the determination of median gross income under Section 8 of the United States Housing Act of 1937, as amended, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by HUD, or are not updated for a period of at least 18 months, the Agency shall provide the Owner with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

C. Reporting Requirements. Annual reports and annual income recertifications must be submitted to the Agency. The reports, at a minimum, shall include:

- (1) The number of persons per unit
- (2) Tenant name
- (3) Initial occupancy date
- (4) Rent paid per month
- (5) Gross income per year
- (6) Percent of rent paid in relation to income.

Such information shall be reported to the Agency pursuant to Health and Safety Code Section 33418, in substantially the form attached hereto as Exhibit B, or in a substantially equivalent format acceptable to the Agency.

Annual income recertifications shall also contain those documents used to certify eligibility. Agency may, from time to time during the term of this Covenant, request additional or different information and Owner shall promptly supply such information in the reports required hereunder. Owner shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by Agency with respect to all matters covered by this Covenant. Owner, at such time and in such forms as Agency may require, shall furnish to Agency statements, records, reports, data and information pertaining to matters covered by this Covenant. Upon request for examination by Agency, Owner, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Covenant. Owner shall permit Agency to audit, examine and make excerpts or transcripts from these records.

D. The Agency and Owner acknowledge that there is an ongoing need in the Vallejo community for housing at the affordable rent levels specified in subsection 1.B., above. Prior to the expiration of the affordability period set forth in this Covenant, the Owner shall make good faith efforts to obtain funding or otherwise provide a way to operate the Units on the Site as affordable Units, at the specified rent levels, for an additional fifteen (15) years from the expiration of this Covenant. Good faith efforts may include, but are not limited to, applying for financial assistance, available housing subsidies, or refinancing, as needed. The Owner will work with the Agency to identify potential funding sources for the aforementioned financial assistance

2. **MAINTENANCE.** The Owner and all successors in interest, agree that they shall maintain, or cause to be maintained, the Site in a manner consistent with the provisions set forth therein in Section 402 of the PA and the Vallejo Municipal Code, and shall keep the entire Site reasonably free from any accumulation of debris or waste materials prior to and after construction.

If, at any time, Owner fails to maintain the Site, and has either failed to commence to cure such condition or to diligently prosecute to completion the cure of such condition or the condition is not corrected after expiration of sixty (60) days from the date of written notice from Agency to Owner specifying the condition which needs to be corrected, Agency may perform the necessary corrective maintenance, and Owner shall pay such costs as are reasonably incurred for such maintenance. The Agency shall have the right to place a lien on the Site should Owner not reimburse Agency for such costs within ninety (90) days following Agency's written demand to Owner for reimbursement of such costs. Owner, on behalf of itself its heirs, successors and assigns, hereby grants to Agency and its officers, employees and agents, an irrevocable license to enter upon the Site to perform such maintenance during normal business hours after receipt of written notice from Agency as hereinabove described and Owner's failure to cure or remedy such failure within sixty (60) days of such notice. Any such entry shall be made only after reasonable notice to Owner, and Agency shall indemnify and hold Owner harmless from any claims or liabilities pertaining to any such entry by Agency.

Failure by Owner to maintain the Site in the condition provided in this Section 2 may, in Agency's reasonable discretion, constitute a default under this Covenant.

3. **NO TRANSFER.** Except with respect to Approved Transferees (as defined in the PA), and until such time as the Agency Note has been fully repaid, the Owner shall not sell, transfer, convey, encumber, assign or lease the whole or any part of the Site without the prior approval of the Agency, which shall not be unreasonably withheld. Owner shall request approval by written notice at least ninety (90) days prior to any proposed transfer. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the rehabilitation or development of the Site or to prohibit or restrict the rental or leasing of units when the rehabilitation of the Project is completed.

4. **MANAGEMENT.** During the term of this Covenant, Owner shall promptly notify the Agency in the event there is any change in the property management company managing the Project. The property management and maintenance agreement shall name the Agency as a third-party beneficiary permitting the Agency the right to enforce the Agreement. Owner shall submit a copy of such agreement to the Agency, provided the Agency shall not have the right to approve or disapprove such agreement except to ensure compliance of such agreement with the provisions of this paragraph 4.

5. **NO DISCRIMINATION.** The Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any

person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, disability, medical condition, source of income, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site.

6. **NONDISCRIMINATION AND NONSEGREGATION CLAUSES.** All deeds, leases or contracts made relative to the Site, the improvements thereon or any part thereof, shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

A. **In deeds:** The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, disability, medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

B. **In leases:** The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, disability, medical condition, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

C. **In contracts:** There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, disability, medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land.

7. **NO IMPAIRMENT OF LIEN.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Site shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. **DURATION.** The covenants contained in paragraph 1 of this Covenant shall be deemed to run with the land in accordance with Section 33334.3(f) of the Health and Safety Code or any successor statute and shall remain in effect for not less than forty (40) years following recordation of this Covenant, or until repayment of all amounts owed to Agency under the Agency Note provided for under Section 301 of the PA, whichever is longer. The covenants against discrimination contained in paragraphs 5 and 6 of this Covenant shall be deemed to run with the land in accordance with Section 33438 of the Health and Safety Code or any successor statute and shall remain in effect in perpetuity.

9. **SUCCESSORS AND ASSIGNS.** The covenants contained in this Covenant shall be binding for the benefit of the Agency and its respective successors and assigns, third party beneficiaries, and any successor in interest to the Site or any part thereof, and such covenants shall run in favor of the Agency and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. The Agency, and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Covenant shall be for the benefit of and shall be enforceable only by the Agency, and its respective successors and assigns, third party beneficiaries, and such aforementioned parties.

10. **SUBORDINATION.** Upon written request by Owner, Agency shall agree that the terms and conditions of this Covenant shall be subject to and subordinate to the terms and conditions of financing obtained by Owner, through a lender acceptable to the Agency (the "Lender") and upon terms and conditions reasonably approved by the Agency, for construction or permanent financing, to be secured by a mortgage against the Site; provided the total aggregate amount of permanent, long-term financing secured by Trustor, whether secured through Participant's Financing or other sources, for the acquisition and rehabilitation of the Project together with the Agency Loan (as defined in the PA) shall not exceed the appraised value of the completed Project; and further provided any Lender for construction or permanent financing that is not obtained through an approved federal or state program shall agree to include in its subordination agreement and deed of trust the following conditions: (i) Agency shall receive any notices of default issued by Lender to Owner; (ii) Agency shall have the right to cure any default by Owner within forty-five (45) days after a notice of default; (iii) Agency shall have the right to foreclose its Deed of Trust without Lender accelerating its debt, provided Agency has cured or is attempting to cure any defaults

under the deed of trust; and (iv) Agency shall have the right to transfer the Project to another nonprofit corporation, or to a limited partnership whose general partner is a nonprofit corporation, who shall own and operate the Project as an affordable rental housing project with the consent of Lender, which consent shall not be unreasonably withheld.

This Covenant may be executed in counterparts, each of which, when taken together, shall constitute an original.

IN WITNESS WHEREOF, the Agency and Owner have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 4th day of November, 2001.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO

By: [Signature]  
Name: David Martinez  
Executive Director

Approved as to form:

[Signature]  
Agency Counsel

OWNER:

MARINA ANNEX ASSOCIATES, a California Limited Partnership,

BY: BRIDGE HOUSING VENTURES, INC., a California nonprofit public benefit corporation (Its Managing General Partner),

By: [Signature]  
Name: Lidia Tan  
Its: Vice President

BY: JSCO Annex, LLC, a California limited liability company (Its General Partner),

By: Jack B. Gardner  
Name: Jack Gardner  
Its: PRESIDENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Solano } ss.

On December 4, 2001 before me, Jennifer Artates, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Alvaro P. DaSilva  
Name(s) of Signer(s)

personally known to me  
 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.



Place Notary Seal Above

WITNESS my hand and official seal.  
*Jennifer Artates*  
Signature of Notary Public

### OPTIONAL

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

#### Description of Attached Document

Title or Type of Document: Participation Agmt. - The Redevelopment Agency of the City of Vallejo & Marina Annex Assoc.

Document Date: December 4, 2001 Number of Pages: \_\_\_\_\_

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

#### Capacity(ies) Claimed by Signer

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

} ss.

On DECEMBER 5, 2001, before me, ELLEN ANDERTON GLASS, NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LYDIA TAN

Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

*Ellen Anderton Glass*  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

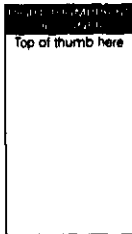
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

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

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

} ss.

On DECEMBER 5, 2001, before me, ELLEN ANDERSON GLASS, NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_

JACK D. GARDNER

Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Ellen Anderson Glass  
Signature of Notary Public

## OPTIONAL

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### Capacity(ies) Claimed by Signer

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

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

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



ORDER NO: 1042187  
[REDACTED]

The land referred to in this report is situated in the State of California, County of SOLANO and is described as follows:

CITY OF VALLEJO

PARCEL A

PARCEL 212A AS SHOWN ON THAT PARCEL MAP ENTITLED "REDIVISION OF PARCELS NO. 211 AND 212 OF THE MARINA VISTA REDEVELOPMENT PROJECT OF CITY OF VALLEJO, AS SHOWN ON A PARCEL MAP RECORDED SEPTEMBER 15, 1969 IN BOOK 3 OF PARCEL MAPS, SOLANO COUNTY RECORDS, AT PAGE 87" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, ON THE 20TH DAY OF MAY, 1977, IN BOOK 12 OF PARCEL MAPS, PAGE 89, SERIES NO. 20499.

ASSESSOR'S PARCEL NUMBER: 0055-160-390

PARCEL B

AN EASEMENT FOR USE AND ENJOYMENT BY THE RESIDENTS OF THE MARINA ANNEX PROPERTY OVER THE COMMON AREA AS SET FORTH IN THE DOCUMENT ENTITLED "EASEMENT AGREEMENT" RECORDED \_\_\_\_\_, SERIES NO. \_\_\_\_\_, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

**END OF  
DOCUMENT**