

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number**

21-1033 A-1

**SAP Number**

## Community Development and Housing

**Department Contract Representative**  
**Telephone Number**

**Carrie Harmon**

(909) 501-0641

**Contractor**Eagle Hesperia 55 II, LP, a  
California Limited Partnership

**Contractor Representative**  
**Telephone Number**

Randall J. Friend

(714) 436-2300

**Contract Term**

55 Years

**Original Contract Amount**

\$5,500,000

**Amendment Amount**

0

**Total Contract Amount**

\$5,500,000

**Cost Center**

6210002474

**Briefly describe the general nature of the contract:**

Amendment No. 1 to Agreement No. 21-1033 with Eagle Hesperia 55 II, LP will extend the construction completion date of 96 housing units located at 13590 Avenal Street in Hesperia from February 1, 2023, to August 15, 2024. The Eagle Hesperia II project is the second phase of an affordable senior housing development (for seniors ages 55 and over). Once completed, the project will consist of four two-story buildings containing 24 housing units each. The existing agreement will restrict 20 units to very low-income seniors (50% of Area Median Income (AMI) and 76 units to low-income seniors (80% of AMI) for 55 years. In addition, a one-story recreation center will include a fitness center, leasing office, media room, pool, and spa. All remaining terms of the original agreement remain unaltered.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► Suzanne Bryant  
Suzanne Bryant, Deputy County Counsel

Date April 23, 2024

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_

Date \_\_\_\_\_

**FIRST AMENDMENT TO AFFORDABLE HOUSING LOAN AGREEMENT  
(Eagle Phase II)**

This First Amendment to Affordable Housing Loan Agreement (this "First Amendment") is entered into as of May 7, 2024, by and among San Bernardino County, a political subdivision of the State of California (the "County"), and Eagle Hesperia 55 II, L.P., a California limited partnership (the "Developer"), with reference to the following facts:

**RECITALS**

A. The County and the Developer entered into that certain Affordable Housing Loan Agreement dated as of December 14, 2021 (the "Original Agreement"). These recitals refer to and utilize certain capitalized terms which are defined in Article 1 of the Original Agreement. Capitalized terms used in this First Amendment, but not defined, shall have the meaning set forth in the Original Agreement. In the event of any conflicts between the Recitals herein and the Recitals of the Original Agreement, the Recitals herein shall govern.

B. Under the Original Agreement, the County agreed to make a loan of up to Five Million Five Hundred Thousand Dollars (\$5,500,000) to fund the development of a ninety-six (96) unit multi-family affordable senior citizen rental housing development (the "Project").

C. Pursuant to Exhibit I to the Original Agreement, which sets forth the Schedule of Performance for the Project, Developer was required to meet certain performance milestones.

D. Due to circumstances outside the control of Developer including the delivery of electrical equipment, the development of the Project has been delayed. Developer has requested, and County has agreed to, modify the Schedule of Performance to extend the performance milestones.

E. Accordingly, County and Developer agree to enter into this First Amendment to revise the Schedule of Performance and make other conforming changes to the Original Agreement, subject to the terms and conditions contained in this First Amendment.

NOW, THEREFORE, the County and the Developer agree as follows:

**Section 1. Amendment to Section 1.1.83.** Section 1.1.83 of the Original Agreement is hereby amended and restated in its entirety as follows:

**"Project Completion Date. August 15, 2024."**

**Section 2. Amendment to Schedule of Performance.** Exhibit I attached to the Original Agreement is hereby deleted in its entirety and replaced with Exhibit I attached to this First Amendment and incorporated herein by this reference.

**Section 3. No Other Changes to the Agreement.** Except as expressly modified by this First Amendment, all other provisions of the Original Agreement remain unmodified and continue in full force and effect.

**Section 4. Conflicts with the Agreement.** In the event of any conflict between this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail.

**Section 5. Effective Date.** This First Amendment shall be effective on the date first set forth above.

**Section 6. Successors and Assigns.** This First Amendment shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

**Section 7. California Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

**Section 8. Counterparts; Multiple Originals.** This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same amendment. The parties shall be entitled to sign and transmit an electronic signature of this amendment (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed amendment upon request.

**Section 9. Recordation.** This First Amendment shall be recorded against the Property, described in the attached Attachment A, at the Close of Escrow.

**Section 10. Campaign Contribution Disclosure (SB 1439).**

(a) Developer has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer (Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney) within the earlier of: (1) the date of the submission of Developer's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Developer acknowledges that under Government Code section 84308, Developer is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

(b) In the event of a proposed amendment to the Original Agreement, as amended by this First Amendment, the Developer will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

(c) As used in this Section 10, "campaign contributions" include those made by any agent/person/entity on behalf of the Developer or by a parent, subsidiary or otherwise related business entity of Developer.

***[Signature Pages Follow]***

IN WITNESS WHEREOF, the County and the Developer have entered into this First Amendment as of the date first set forth above.

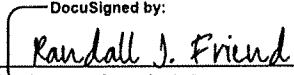
**DEVELOPER:**

Eagle Hesperia 55 II, L.P.,  
a California limited partnership

By: Eagle Hesperia 55 LLC,  
a Delaware limited liability company,  
its co-general partner

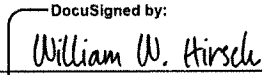
By: Eagle Real Estate Investment Group LLC,  
a Delaware limited liability company  
its sole member

By: Eagle Real Estate Investment Manager LLC,  
a Delaware limited liability company  
its manager

By:   
Randall J. Friend, Manager

By: AHA Inland MGP, LLC  
a California limited liability company,  
its managing partner

By: Affordable Housing Access, Inc.,  
a California nonprofit benefit corporation,  
its sole member

By:   
William W. Hirsch, Chief Executive Officer

**COUNTY:**

San Bernardino County, a political subdivision of the State of California

By:

*Dawn Rowe*

MAY 07 2024

Dawn Rowe, Chair, of Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIR OF THE COUNTY BOARD

Lynna Monell

Clerk of the Board of Supervisors  
of the County of San Bernardino

By:



Deputy

APPROVED AS TO LEGAL FORM:

TOM BUNTON

County Counsel

By:

DocuSigned by:

*Suzanne Bryant*

Suzanne Bryant, Deputy County Counsel

EXHIBIT I  
TO  
AFFORDABLE HOUSING LOAN AGREEMENT  
(Eagle Phase II)

Schedule of Performance

[Attached behind this cover page]

### **SCHEDULE OF PERFORMANCE**

<b>Activity to be Performed</b>	<b>Due Date*</b>
1. Developer submits all required Applications to each necessary Government and obtains all discretionary Approvals (Section 3)	Prior to Escrow Closing Date (the earlier of (a) on or before the 5th Business Day following Escrow Agent's receipt of written confirmation of satisfaction or waiver of conditions precedent by both Parties; or (b) date mutually agreed upon by Parties)
2. Developer obtains final City approval of Construction Drawings for Project	Prior to Escrow Closing Date (the earlier of (a) on or before the 5th Business Day following Escrow Agent's receipt of written confirmation of satisfaction or waiver of conditions precedent by both Parties; or (b) date mutually agreed upon by Parties)
3. Developer and County make Escrow deposits	At least 1 Business Day prior to Escrow Closing Date
4. Developer and County fulfill conditions precedent to Close of Escrow (Sections 3, 6.3.4, and 7.4)	On or before Escrow Closing Date
5. County Loan proceeds delivered to Senior Institutional Lender (Section 7.6.1)	At Close of Escrow
6. Close of Escrow	On or before the Escrow Closing Date
7. Builder's Risk Insurance coverage commences (Section <b>Error! Reference source not found.</b> )	At the time of Builder's mobilization for Project
8. Developer commences construction of Project (Section <b>Error! Reference source not found.</b> )	No later than Project Commencement Date (30 days after Close of Escrow)
9. County Loan proceeds disbursed for Project costs by Senior Institutional Lender (Section 7.6.1)	From time to time during Project development



<p>10. Developer (a) records a Notice of Completion, (b) requests each applicable Government to inspect the Project, (c) corrects any disclosed defects pursuant to any inspection, and (d) requests each applicable Government to issue all final Certificates of Occupancy and other Approvals and obtains such Certificates of Occupancy or Approvals (Section <b>Error! Reference source not found.</b>)</p>	<p>On or before the Project Completion Date (August 15, 2024)**</p>
<p>11. County issues Completion Certificate (Section 5.8.1)</p>	<p>After issuance of a final Certificate of Occupancy for the Project by City, completion of County's final audit and occurrence of the Occupancy Date under the Regulatory Agreement</p>

\*All references to days shall be to calendar days unless stated otherwise. All references to Business Days shall be to weekdays on which County is open to conduct regular municipal functions with County personnel.

\*Pursuant to Section **Error! Reference source not found.**, CEO, in his or her sole absolute discretion, may extend the Project Completion Date for up to an additional sixty (60) days in the aggregate.