

**APPROVED**  
Sept 07, 2023

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

**BOARD REPORT**

**NO.** 23-165

**DATE** Septemnt 07, 2023

**C.D.** 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** VESTING TENTATIVE TRACT MAP NO. 53421 – PUEBLO DEL SOL DEVELOPMENT – APPROVAL OF AMENDED COVENANT AND AGREEMENTS – EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 5, SECTION 15061(b)(3) [THE ACTIVITY IS COVERED BY THE COMMON SENSE EXEMPTION THAT CEQA APPLIES ONLY TO PROJECTS WHICH HAVE THE POTENTIAL FOR CAUSING A SIGNIFICANT EFFECT ON THE ENVIRONMENT, AND WHERE IT CAN BE SEEN WITH CERTAINTY THAT THERE IS NO POSSIBILITY THAT THE ACTIVITY IN QUESTION MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT, THE ACTIVITY IS NOT SUBJECT TO CEQA] OF CEQA GUIDELINES

B. Aguirre \_\_\_\_\_ M. Rudnick \_\_\_\_\_  
B. Jones \_\_\_\_\_ For \*C. Santo Domingo DF  
B. Jackson \_\_\_\_\_ N. Williams \_\_\_\_\_

General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Authorize Department of Recreation and Parks (RAP) Staff to execute the amendment to previously recorded Covenant and Agreement No. 03-1591734, as shown in Attachment 1;
2. Authorize Department of Recreation and Parks (RAP) Staff to execute the amendment to previously recorded Covenant and Agreement No. 03-1591735, as shown in Attachment 3;
3. Authorize Department of Recreation and Parks (RAP) Staff to execute the amendment to previously recorded Covenant and Agreement No. 03-1291371, as shown in Attachment 5;
4. Determine that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061(b)(3) [The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA] of CEQA Guidelines;

## BOARD REPORT

PG. 2 NO. 23-165

5. Direct the Board of Recreation and Parks Commissioners' (Board) Secretary to transmit forthwith the amendments for each Covenant and Agreement to the City Council for approval and concurrently to the City Attorney for review and approval as to form; and
6. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

VTT-53421 was an 8-lot subdivision that was recorded in 2003 that permitted the construction of the Pueblo Del Sol development, which is owned by the Housing Authority of the City of Los Angeles (HACLA) and is located at 1400 Gabriel Garcia Marquez Street in the Boyle Heights community of the City in Council District 14. Pueblo Del Sol was developed in 2003 on a 34.3-acre former public housing site, known as Aliso Village Public Housing Community, which was originally home to 685 public housing units. The redevelopment began with the construction of 377 rental units called Pueblo Del Sol in two phases along with a park, Management Office, and Community Center, 93 for-sale homes in a third phase called Vista Del Sol, and the construction of a public high school called the Mendez Learning Center by the Los Angeles Unified School District (LAUSD).

VTT-53421 was subject to the requirements of former Los Angeles Municipal Code (LAMC) 17.12, which was amended per Ordinance 184,505 on January 11, 2017. Per former LAMC 17.12, VTT-53421 was required to pay a Quimby fee based on the RD2-1 zone per condition No. 27. The total amount due was \$906,750.00. VTT- 53421 received an affordable housing deferment credit in the amount of \$759,655.00 per the recorded Covenant and Agreement Nos. 03-1591734 and 03-1591371, as shown in Attachments 2 and 6 respectively, and \$147,095.00 in recreation credit per Covenant and Agreement No. 03-1591735, as shown in Attachment 4.

As part of its original terms of redevelopment, HACLA held the option to purchase the rental phases at the end of their tax credit compliance periods. HACLA exercised that option, and in November 2019 purchased the limited partnership interest in both Pueblo del Sol phases, and decided to rehabilitate all the rental units in two phases: Pueblo del Sol I and Pueblo del Sol II in partnership with its developer partner, Related Companies of CA. In order to ensure long-term affordability and allow for further investment into the Project, HACLA undertook a Rental Assistance Demonstration ("RAD") conversion of the existing public housing units and will be layering non-RAD project-based vouchers (PBV) on all eligible tax credit units in the Project. The rehabilitation scope included updating residential buildings, upgrading the management building, and exterior common area amenity spaces. Phase I of the redevelopment was previously completed and Phase II was recently completed in August 2023.

As a part of the aforementioned redevelopment, HACLA requested the previously recorded covenant and agreements be amended.

## BOARD REPORT

PG. 3 NO. 23-165

The amendment for Covenant and Agreement No. 03-1591734 (Attachment 1) will amend the previously recorded document to reflect the updated California Tax Credit Allocation Committee affordable housing restrictions.

The amendments for Covenant and Agreement Nos. 03-1591735 and 03-1291371, Attachments 3 and 5 respectively, revise the legal description to remove a small sliver of the existing handball court from the covenants' boundary so that HACLA can transfer the property to LAUSD. The sliver of the existing handball court was not included in any of the areas that received the previous recreation credit.

### ENVIRONMENTAL IMPACT

The proposed Board activity consists of the amendment to covenants that do not change existing land uses, do not include any different use of existing properties and therefore will not have any potential direct or indirect impact on the environment.

Based on this information, staff recommends that the Board of Recreation and Park Commissioners determine that the amendment of Covenant and Agreements Nos. 03-1591735, 03-1291371 and 03-1591734 is exempt pursuant to Article 5, Section 15061(b)(3) of California Environmental Quality Act (CEQA) Guidelines.

### FISCAL IMPACT

The approval of this Report will have no impact on RAP's General fund.

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

**Goal No. 3:** Create & Maintain World Class Parks and Facilities

**Outcome No. 3:** Increased park maintenance, with a focus on cleanliness.

**Result:** Collected fees will mitigate the impact of the development on the park system and fund capital improvements at existing parks in the Project area.

This report was prepared by Meghan Luera, Senior Management Analyst I, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Attachment 1 – Amendment to Covenant and Agreement No. 03-1591734
- 2) Attachment 2 – Covenant and Agreement No. 03-1591734
- 3) Attachment 3 – Amendment to Covenant and Agreement No. 03-1591735
- 4) Attachment 4 – Covenant and Agreement No. 03-1591735
- 5) Attachment 5 – Amendment to Covenant and Agreement No. 03-1291371
- 6) Attachment 6 – Covenant and Agreement No. 03-1291371

**ATTACHMENT 1**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Los Angeles Dept. of Recreation and  
Parks  
221 N. Figueroa Street, Suite 400  
Los Angeles, CA 90012

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT OF COVENANT AND AGREEMENT**

This AMENDMENT OF COVENANT AND AGREEMENT (the "Amendment") is made this \_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Los Angeles (the "City"), and the Housing Authority of the City of Los Angeles, California, a public body, corporate and politic (the "Owner").

**W I T N E S S E T H**

WHEREAS, the City and the Owner entered into that certain Covenant and Agreement which was recorded as Document No. 03-1591734 in the Official Records of Los Angeles County (the "Covenant") in connection with an affordable housing project (the "Project") on that certain real property described on Exhibit A attached hereto (the "Original Site"); and

WHEREAS, the California Tax Credit Allocation Committee has agreed to amend the unit type and mix of the affordable units in the Project (the "Updated Restrictions"), and the City and Owner wish to revise Attachment III, page 8 of the Covenant to reflect the Updated Restrictions.

WHEREAS, the Owner has agreed to transfer a small sliver of the Original Site (the "Handball Sliver") to the Los Angeles Unified School District and the City and the Owner wish to release the Handball Sliver from the real property encumbered by the Covenant.

NOW, THEREFORE, the City and the Owner agree that the Covenant be amended effective immediately upon execution as follows:

**A M E N D M E N T**

1. Attachment III; Page 8 of the Covenant is hereby deleted and replaced with the Updated Restrictions in Exhibit B attached hereto.

2. The Legal Description set forth at Exhibit A and on pages 4 and 5 of the Covenant is hereby amended to delete the Handball Sliver described in Exhibit C attached hereto.

3. The City and the Owner will execute and deliver such further instruments and do such further acts and things as may be necessary to carry out the intent and purposes of this Amendment.

4. This Amendment shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and the Owner.

5. This Amendment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed entirely therein.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

*[Remainder of this Page Intentionally Left Blank.]*

Dated: \_\_\_\_\_

CITY:

CITY OF LOS ANGELES

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

Name: \_\_\_\_\_

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

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 the document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, 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.

Signature: \_\_\_\_\_

(affix seal in above space)

Dated: \_\_\_\_\_

OWNER:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By:

\_\_\_\_\_  
Douglas Guthrie, President and  
Chief Executive Officer  
\_\_\_\_\_

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 the document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, 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.

Signature: \_\_\_\_\_

(affix seal in above space)

EXHIBIT A

**LEGAL DESCRIPTION OF ORIGINAL SITE**

PARCEL 1:

LOTS 1 TO 5 INCLUSIVE OF TRACT NO. 12658, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 342, PAGE(S) 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THAT CERTAIN CURVE IN THE NORTHERLY BOUNDARY OF SAID LOT SHOWN ON SAID MAP AS HAVING A RADIUS OF 800.00' FEET AND A LENGTH OF 180.75 FEET WITH THAT CERTAIN COURSE IN THE EASTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 17° 35' 15" EAST; THENCE ALONG SAID EASTERLY LINE SOUTH 17° 40' 44" WEST, 50.51 FEET TO A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 387.00 FEET, AND WHICH INTERSECTS SAID 800 FEET CURVE AT A POINT DISTANT THEREON 53.17 FEET WESTERLY FROM SAID POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH AN ANGLE OF 11° 52' 17" A DISTANCE OF 80.18 FEET TO SAID 800 FOOT RADIUS CURVE; THENCE EASTERLY ALONG SAID 800 FOOT RADIUS CURVE, THROUGH AN ANGLE OF 3° 48' 30", A DISTANCE OF 53.17 FEET TO SAID POINT OF BEGINNING, CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 44131 PAGE 310, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 2 OF TRACT NO. 12658, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 5 OF SAID TRACT NO. 12658, THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5, NORTH 73° 05' 38" EAST, 281.91 FEET TO THE INTERSECTION OF THE CURVED WESTERLY LINE OF CLARENCE STREET, 55 FEET WIDE AS SHOWN ON MAP OF SAID TRACT NO. 12658, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 477.50 FEET AND RADIAL BEARING TO SAID POINT OF INTERSECTION NORTH 45° 53' 39" EAST THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 11' 57" AN ARC DISTANCE OF 143.34 FEET TO THE INTERSECTION OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 22.38 FEET, RADIAL BEARING TO SAID 22.38 FEET RADIUS CURVE SOUTH 21° 11' 36" EAST THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 23' 39" AN ARC DISTANCE OF



9.22 FEET TO POINT OF TANGENCY, THENCE SOUTH 46° 24' 45" WEST 11.01 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 194.24 FEET, RADIAL BEARING TO SAID POINT NORTH 40° 56' 00" WEST THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 32' 02", AN ARC DISTANCE OF 45.80 FEET TO POINT OF TANGENCY, THENCE SOUTH 62° 36' 02" WEST 146.82 FEET TO A POINT THENCE SOUTH 2° 36' 15" EAST 33.64 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 43.88 FEET RADIAL BEARING TO SAID POINT OF BEGINNING SOUTH 21° 46' 27" WEST THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 33' 47" AN ARC DISTANCE OF 33.36 FEET TO END OF CURVE RADIAL BEARING TO SAID ENDING SOUTH 65° 20' 14" WEST THENCE SOUTHEASTERLY SOUTH 18° 14' 00" EAST 7.31 FEET TO POINT OF BEGINNING.

PARCEL 2:

LOTS 31 TO 40 BOTH INCLUSIVE OF CUMMINGS FIRST STREET TRACT, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60, PAGE(S) 48 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THOSE PORTIONS OF SAID LOTS WITHIN THE BOUNDARIES OF FIRST STREET AND CLARENCE STREET. SAID PORTIONS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE 170533, A COPY OF WHICH RECORDED AUGUST 10, 1995 AS INSTRUMENT NO. 95-1308964, OFFICIAL RECORDS.

PARCEL 3:

BEING A PORTION OF LOT 2 OF TRACT NO. 12658, SHEET 3 OF 3 SHEETS, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 342, PAGE(S) 14 TO 16 INCLUSIVE.

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 5 OF SAID TRACT NO. 12658, THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5, NORTH 73° 05' 38" EAST, 281.91 FEET TO THE INTERSECTION OF THE CURVED WESTERLY LINE OF CLARENCE STREET, 55 FEET WIDE AS SHOWN ON MAP OF SAID TRACT NO. 12650, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 477.50 FEET AND RADIAL BEARING TO SAID POINT OF INTERSECTION NORTH 45° 53' 39" EAST THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 11' 57" AN ARC DISTANCE OF 143.34 FEET TO THE INTERSECTION OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 22.38 FEET, RADIAL BEARING TO SAID 22.38

FEET RADIUS CURVE SOUTH 21° 11' 36" EAST THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 33' 39" AN ARC DISTANCE OF 9.22 FEET TO POINT OF TANGENCY, THENCE SOUTH 46° 24' 45" WEST 11.01 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 194.24 FEET, RADIAL BEARING TO SAID POINT NORTH 40° 56' 00" WEST THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 32' 02", AN ARC DISTANCE OF 45.88 FEET TO POINT OF TANGENCY, THENCE SOUTH 62° 36' 02" WEST 146.82 FEET TO A POINT THENCE SOUTH 2° 36' 15" EAST 33.64 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 43.88 FEET RADIAL BEARING TO SAID POINT OF BEGINNING SOUTH 21° 46' 27" WEST THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 33' 47" AN ARC DISTANCE OF 33.36 FEET TO END OF CURVE, RADIAL BEARING TO SAID ENDING SOUTH 65° 20' 14" WEST THENCE SOUTHEASTERLY SOUTH 18° 14' 00" EAST 7.31 FEET TO POINT OF BEGINNING.

EXHIBIT B

**UPDATED RESTRICTIONS – PDS II ONLY**

(attached)

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE**

**Project Staff Report  
Tax-Exempt Bond Project  
December 9, 2020**

Pueblo del Sol Phase II, located at 1300 Plaza Del Sol E in Los Angeles, requested and is being recommended for a reservation of \$1,704,248 in annual federal tax credits to finance the acquisition and rehabilitation of 175 units of housing serving large families with rents affordable to households earning 30-60% of area median income (AMI). The project will be developed by Related Irvine Development Company and is located in Senate District 24 and Assembly District 53.

Pueblo del Sol Phase II is a re-syndication of an existing Low Income Housing Tax Credit (LIHTC) project, Aliso Village II Apartments (CA-02-041). See **Resyndication and Resyndication Transfer Event** below for additional information. The project will be receiving rental assistance in the form of HUD RAD Project-based Vouchers and HUD Section 8 Project-based Vouchers.

**Project Number** CA-20-739

**Project Name** Pueblo del Sol Phase II  
**Site Address:** 1300 Plaza Del Sol E  
Los Angeles, CA 90033 County: Los Angeles  
**Census Tract:** 2060.32

<b>Tax Credit Amounts</b>	<b>Federal/Annual</b>	<b>State/Total</b>
Requested:	\$1,704,248	\$0
Recommended:	\$1,704,248	\$0

**Applicant Information**

**Applicant:** Pueblo del Sol II Housing Partners, L.P.  
**Contact:** Frank Cardone  
**Address:** 18201 Von Karman Avenue, Suite 900  
Irvine, CA 92612  
**Phone:** (949) 660-7272  
**Email:** feardone@related.com

**General Partner(s) or Principal Owner(s):** Related/Pueblo del Sol II Development Co., LLC  
LOMOD PDS LLC

**General Partner Type:** Joint Venture

**Parent Company(ies):** The Related Companies of California, LLC  
La Cienga LOMOD, Inc.

**Developer:** Related Irvine Development Company

**Investor/Consultant:** Goldman Sachs Bank USA

**Management Agent:** McCormack Baron Management, Inc

**Project Information**

Construction Type: Acquisition & Rehabilitation  
 Total # Residential Buildings: 28  
 Total # of Units: 176  
 No. / % of Low Income Units: 175 100.00%  
 Federal Set-Aside Elected: 40%/60%  
 Federal Subsidy: Tax-Exempt / HUD RAD Project-based Vouchers (112 units - 64%)  
 HUD Section 8 Project-based Vouchers (29 units - 16%)

**Bond Information**

Issuer: Housing Authority of the City of Los Angeles  
 Expected Date of Issuance: May 30, 2020

**Information**

Housing Type: Large Family  
 Geographic Area: City of Los Angeles  
 TCAC Project Analyst: Ruben Barcelo

**55-Year Use / Affordability**

<u>Aggregate Targeting Number of Units</u>	<u>Percentage of Affordable Units</u>
30% AMI: 18	10%
35% AMI: 18	10%
40% AMI: 18	10%
45% AMI: 18	10%
50% AMI: 18	10%
60% AMI: 85	49%

**Unit Mix**

78 2-Bedroom Units  
 69 3-Bedroom Units  
 29 4-Bedroom Units  


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 176 Total Units

<u>Unit Type &amp; Number</u>	<u>2020 Rents Targeted % of Area Median Income</u>	<u>2020 Rents Actual % of Area Median Income</u>	<u>Proposed Rent (including utilities)</u>
8 2 Bedrooms	30%	30%	\$760
5 2 Bedrooms	35%	34%	\$869
9 2 Bedrooms	40%	35%	\$893
10 2 Bedrooms	45%	35%	\$882
10 2 Bedrooms	50%	40%	\$1,025
36 2 Bedrooms	60%	36%	\$908
6 3 Bedrooms	30%	30%	\$867
10 3 Bedrooms	35%	34%	\$1,010
7 3 Bedrooms	40%	36%	\$1,057
8 3 Bedrooms	45%	39%	\$1,132
4 3 Bedrooms	50%	32%	\$944
34 3 Bedrooms	60%	40%	\$1,181
4 4 Bedrooms	30%	29%	\$962
3 4 Bedrooms	35%	35%	\$1,143
2 4 Bedrooms	40%	36%	\$1,187
4 4 Bedrooms	50%	36%	\$1,187
15 4 Bedrooms	60%	44%	\$1,444
1 4 Bedrooms	Manager's Unit	Manager's Unit	\$0

#### **Project Cost Summary at Application**

Land and Acquisition	\$19,680,000
Construction Costs	\$0
Rehabilitation Costs	\$13,646,352
Construction Hard Cost Contingency	\$1,364,635
Soft Cost Contingency	\$490,000
Relocation	\$2,890,000
Architectural/Engineering	\$1,200,600
Const. Interest, Perm. Financing	\$3,356,201
Legal Fees	\$425,000
Reserves	\$1,463,575
Other Costs	\$957,782
Developer Fee	\$5,393,000
Commercial Costs	\$0
<b>Total</b>	<b>\$50,867,145</b>

#### **Residential**

Construction Cost Per Square Foot:	\$64
Per Unit Cost:	\$289,018
True Cash Per Unit Cost*:	\$166,172

EXHIBIT C

**LEGAL DESCRIPTION OF HANDBALL SLIVER**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PORTIONS OF LOTS 6 AND 8 OF TRACT 53421 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 1284, PAGES 56 TO 62 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN "LOT 1" SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 2005-0524904 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF UTAH STREET AND VIA LAS VEGAS, AS SHOWN ON SAID TRACT; THENCE, ALONG THE CENTERLINE OF SAID VIA LAS VEGAS, THE FOLLOWING TWO (2) COURSES: (1) NORTH 85°46'10" WEST 185.69 FEET; AND (2) NORTH 83°28'59" WEST 46.05 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 8; THENCE NORTH 04°14'27" EAST, ALONG SAID PROLONGATION, 38.87 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 8; THENCE NORTH 85°44'46" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 8, A DISTANCE OF 50.23 FEET; THENCE NORTH 04°22'16" EAST 25.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°22'16" EAST 1.97 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 27.21 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT 8; THENCE, ALONG SAID PARALLEL LINE, SOUTH 85°44'46" EAST 250.64 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID LOT 6, SAID POINT BEING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 170.00 FEET, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS NORTH 87°20'31" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°40'04" AN ARC DISTANCE OF 1.98 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 25.24 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT 8 AND PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE NORTH 85°44'46" WEST, ALONG SAID PARALLEL LINE, 250.87 FEET TO THE TRUE POINT OF BEGINNING.

APN: 5173-029-947

This page is part of your document - DO NOT DISCARD

03 1591734

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
1:21 PM JUN 04 2003

TITLE(S) : \_\_\_\_\_



EEE

D.T.T

FEE \$25.001  
DAF \$2.00  
C-20

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

THIS FORM NOT TO BE DUPLICATED



RECORDING REQUESTED BY

2

WHEN RECORDED RETURN TO

03 1591734

Name: Dept. of Recreation  
Address: & Parks  
City, St.:  
Zip: 200 N. MAIN ST.  
Los Angeles, CA  
90012

SPACE ABOVE FOR RECORDERS USE

Order No.

TITLE(s) OF DOCUMENT

Covenant & Agreement

Assessors Identification Number (AIN) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Department of Recreation and Parks  
Room 709, City Hall East  
200 North Main St.  
Los Angeles, CA 90012

03 1591734

510285370

**COVENANT AND AGREEMENT**

The undersigned hereby certifies that (I am), (We are) the owner(s) of the hereinafter legally described real property located in the City of Los Angeles, State of California.

LEGAL DESCRIPTION: \*\*\*\*\*SEE ATTACHED LEGAL DESCRIPTION\*\*\*\*\*

As filed in Book 342, Page(s) 14, 15, and 16 as per map(s) recorded in the Office of the County Recorder, which property is located at and commonly known as: (address)  
1401 East First Street, Los Angeles, California 90033

In consideration of deferment of the above property, (I), (We) do promise, covenant and agree to and with said City of Los Angeles, City Council and the Department of Recreation and Parks that:

The property included in the nonprofit (name of project, etc.) Pueblo Del Sol at (address) 1401 E. First St., Los Angeles, CA 90033 shall not be sold for profit unless pursuant to the provisions of Section 17.12 of the Los Angeles Municipal Code, the required land is dedicated to or required payment in lieu thereof is made to the Department of Recreation and Parks for park and recreational purposes. Furthermore, that California Tax Credit Allocation\* Agreement dated 10/01&05/02 shall be in effect for 55 years for (senior citizen, handicapped, etc.) Extremely Low to Low Income Households

Therefore, after said duration, Quimby park/fees will be due to the City of Los Angeles, Department of Recreation and Parks. \*HUD Agreement dated 02/24/03 #160RD0041198

This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the Department of Recreation and Parks of the City of Los Angeles approved its termination because such requirements have been met or because they are no longer in effect.

Housing Authority of  
OWNER (Print/Type) the City of Los Angeles Signature [Signature]  
Donald J. Smith, Executive Director

CORPORATION:(Print/Type) 1. Not Applicable 2. Not Applicable

SIGNATURES:1. Not Applicable 2. Not Applicable

**MUST BE TWO OFFICERS' SIGNATURES REQUIRED FOR A CORPORATION**

NOTARIZED: NAME OF OWNER/CORPORATION \_\_\_\_\_  
Dated this 2<sup>nd</sup> day of May, 2003

**ALL PURPOSE ACKNOWLEDGEMENT**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

On 05/02/03 before me, Shirley Hopgood, Notary Public (name and title of officer), personally appeared Donald J. Smith is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shirley Hopgood (SEAL)  
Notary Public Signature



Case No. \_\_\_\_\_ Condition No(s). \_\_\_\_\_

Approved for recording by [Signature] Dated: 5/5/03  
Department of Recreation and Parks

03 1591734

## LEGAL DESCRIPTION

## PARCEL 1:

LOTS 1 TO 5 INCLUSIVE OF TRACT NO. 12658, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 342, PAGE(S) 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THAT CERTAIN CURVE IN THE NORTHERLY BOUNDARY OF SAID LOT SHOWN ON SAID MAP AS HAVING A RADIUS OF 800.00 FEET AND A LENGTH OF 180.75 FEET WITH THAT CERTAIN COURSE IN THE EASTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 17° 35' 15" EAST; THENCE ALONG SAID EASTERLY LINE SOUTH 17° 40' 44" WEST, 50.51 FEET TO A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 387.00 FEET, AND WHICH INTERSECTS SAID 800 FEET CURVE AT A POINT DISTANT THEREON 53.17 FEET WESTERLY FROM SAID POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH AN ANGLE OF 11° 52' 17" A DISTANCE OF 80.18 FEET TO SAID 800 FOOT RADIUS CURVE; THENCE EASTERLY ALONG SAID 800 FOOT RADIUS CURVE, THROUGH AN ANGLE OF 3° 48' 30", A DISTANCE OF 53.17 FEET TO SAID POINT OF BEGINNING, CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 44131 PAGE 310, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 2 OF TRACT NO. 12658, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 5 OF SAID TRACT NO. 12658, THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5, NORTH 73° 05' 38" EAST, 281.91 FEET TO THE INTERSECTION OF THE CURVED WESTERLY LINE OF CLARENCE STREET, 55 FEET WIDE AS SHOWN ON MAP OF SAID TRACT NO. 12658, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 477.50 FEET AND RADIAL BEARING TO SAID POINT OF INTERSECTION NORTH 45° 53' 39" EAST THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 11' 57" AN ARC DISTANCE OF 143.34 FEET TO THE INTERSECTION OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 22.38 FEET, RADIAL BEARING TO SAID 22.38 FEET RADIUS CURVE SOUTH 21° 11' 36" EAST THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 23' 39" AN ARC DISTANCE OF 9.22 FEET TO POINT OF TANGENCY, THENCE SOUTH 46° 24' 45" WEST 11.01 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 194.24 FEET, RADIAL BEARING TO SAID POINT NORTH 40° 56' 00" WEST THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 32' 02", AN ARC DISTANCE OF 45.80 FEET TO POINT OF TANGENCY, THENCE SOUTH 62° 36' 02" WEST 146.82 FEET TO A POINT THENCE SOUTH 2° 36' 15" EAST 33.64 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 43.88 FEET RADIAL BEARING TO SAID POINT OF BEGINNING SOUTH 21° 46' 27" WEST THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 33' 47" AN ARC DISTANCE OF 33.36 FEET TO END OF CURVE, RADIAL BEARING TO SAID ENDING SOUTH 65° 20' 14" WEST THENCE SOUTHEASTERLY SOUTH 18° 14' 00" EAST 7.31 FEET TO POINT OF BEGINNING.

CONTINUED

03 1591734

## ARCEL 2:

LOTS 31 TO 40 BOTH INCLUSIVE OF CUMMINGS FIRST STREET TRACT, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60, PAGE(S) 48 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THOSE PORTIONS OF SAID LOTS WITHIN THE BOUNDARIES OF FIRST STREET AND CLARENCE STREET. SAID PORTIONS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE 170533, A COPY OF WHICH RECORDED AUGUST 10, 1995 AS INSTRUMENT NO. 95-1308964, OFFICIAL RECORDS.

## PARCEL 3:

BEING A PORTION OF LOT 2 OF TRACT NO. 12658, SHEET 3 OF 3 SHEETS, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 342, PAGE(S) 14 TO 16 INCLUSIVE.

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 5 OF SAID TRACT NO. 12658, THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5, NORTH 73° 05' 38" EAST, 281.91 FEET TO THE INTERSECTION OF THE CURVED WESTERLY LINE OF CLARENCE STREET, 55 FEET WIDE AS SHOWN ON MAP OF SAID TRACT NO. 12650, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 477.50 FEET AND RADIAL BEARING TO SAID POINT OF INTERSECTION NORTH 45° 53' 39" EAST THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 11' 57" AN ARC DISTANCE OF 143.34 FEET TO THE INTERSECTION OF A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 22.38 FEET, RADIAL BEARING TO SAID 22.38 FEET RADIUS CURVE SOUTH 21° 11' 36" EAST THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 33' 39" AN ARC DISTANCE OF 9.22 FEET TO POINT OF TANGENCY, THENCE SOUTH 46° 24' 45" WEST 11.01 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 194.24 FEET, RADIAL BEARING TO SAID POINT NORTH 40° 56' 00" WEST THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 32' 02", AN ARC DISTANCE OF 45.88 FEET TO POINT OF TANGENCY, THENCE SOUTH 62° 36' 02" WEST 146.82 FEET TO A POINT THENCE SOUTH 2° 36' 15" EAST 33.64 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 43.88 FEET RADIAL BEARING TO SAID POINT OF BEGINNING SOUTH 21° 46' 27" WEST THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 33' 47" AN ARC DISTANCE OF 33.36 FEET TO END OF CURVE, RADIAL BEARING TO SAID ENDING SOUTH 65° 20' 14" WEST THENCE SOUTHEASTERLY SOUTH 18° 14' 00" EAST 7.31 FEET TO POINT OF BEGINNING.

~~03 1591734~~


**Assistance Award/  
Amendment**

**U.S. Department of Housing  
and Urban Development  
Office of Administration**

**ATTACHMENT I 6**

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number CA16URB004T198		4. Amendment Number	5. Effective Date of this Action
6. Control Number		7. Name and Address of Recipient Housing Authority of the City of Los Angeles 2600 Wilshire Boulevard Los Angeles, CA 90057	
8. HUD Administering Office Office Of Public Housing Investments <b>03 1591734</b>		8a. Name of Administrator Elinor R. Bacon	8b. Telephone Number (202) 401-8812
10. Recipient Project Manager		9. HUD Government Technical Representative	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Office of Finance and Accounting	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$	15a. Appropriation Number	15b. Reservation Number 86x0128
HUD Amount this action	\$ 23,045,297.00	Amount Previously Obligated	\$
Total HUD Amount	\$ 23,045,297.00	Obligation by this action	\$ 23,045,297.00
Recipient Amount	\$	Total Obligation	\$ 23,045,297.00
Total Instrument Amount	\$ 23,045,297.00		

16. Description  
HOPE VI Revitalization Grant - Aliso Village

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name):	20. HUD (By Name):
Signature & Title:  Donald J. Smith, Executive Dir.	Date: 2/2/99
Signature & Title: Assistant Secretary	Date:

Previous editions are obsolete

form HUD-1044 (8/90)  
ref. Handbook 2210.17

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE**  
 Project Staff Report  
 2001 Cycle  
 October 17, 2001

**03 1591734**

**Project Number** CA-2001-046  
**Project Name** Aliso Village Apartments  
**Address:** 1401 E. 1<sup>st</sup> Street  
 Los Angeles, CA 90033 **County:** Los Angeles  
**Census Tract:** 2034

**Applicant Information**

**Applicant:** Aliso Village Housing Partners, L.P.  
**Contact:** William Witte  
**Address:** 18201 Von Karman Avenue, Suite 400  
 Irvine, CA 92612  
**Phone:** (949) 660-7272 **Fax:** (949) 660-7273  
**General Partners(s) Type:** For Profit

**Information**

**Set-Aside:** General Pool  
**Housing Type:** Large Family  
**Geographic Area:** Los Angeles

**Eligible Basis**

**Requested:** \$29,141,692  
**Actual:** \$34,422,702  
**Maximum Permitted:** \$29,141,692

**Extra Feature Adjustment:** Two or More Features - 120%  Local Impact Fees   
**Exceeds Title 24 % by 25%**  or Energy Star appliances

<b>Tax Credit Amounts</b>	<b>Federal/Annual</b>	<b>State/Total</b>
<b>Requested:</b>	\$3,182,273	\$0
<b>Recommended:</b>	\$3,182,273	\$0

**Project Information**

**Construction Type:** New Construction  
**Federal Subsidy:** HOPE VI  
**Total # of Units:** 201  
**Total # Residential Buildings:** 36

**Income/Rent Targeting**

**Federal Set-Aside Elected:** 40%/ 60%  
**% & No. of Tax Credit Units:** 100% - 200 units  
**Breakdown by %:** 60% @ 30%, 30% @ 50%, 10% @ 60%

<u>Unit Type &amp; Number</u>	<u>% of Area Median Income</u>	<u>Proposed Rent</u> (including utilities)
57 Two-bedroom units	30%	\$368
29 Two-bedroom units	50%	\$613
8 Two-bedroom units	60%	\$736
50 Three-bedroom units	30%	\$425
25 Three-bedroom units	50%	\$708
8 Three-bedroom units	60%	\$850
13 Four-bedroom units	30%	\$474
7 Four-bedroom units	50%	\$790
3 Four-bedroom units	60%	\$929

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE  
Project Staff Report  
2002 First Round Cycle  
May 29, 2002

03 1591734

Project Number CA-2002-041

Project Name Aliso Village II Apartments  
Site Address: 1300 Via Las Vegas  
Los Angeles, CA 90033  
Census Tract: 2034

County: Los Angeles

**Applicant Information**

Applicant: Aliso Village II Housing Partners, L.P.  
Contact: William A. Witte  
Address: 18201 Von Karmen Avenue, Suite 400  
Irvine, CA 92612  
Phone: (949) 660-7272 Fax: (949) 660-7273  
General Partners(s) Type: For Profit

**Information**

Set-Aside: NA  
Housing Type: Large Family  
Geographic Area: Los Angeles

**Eligible Basis**

Requested: \$28,390,984  
Actual: \$32,190,984  
Maximum Permitted: \$31,363,891

Extra Feature Adjustment: Two or More Features - 20%  Exceeds Title 24 % by 15%

Tax Credit Amounts	Federal/Annual	State/Total
Requested:	\$3,014,803	\$0
Recommended:	\$3,014,803	\$0

**Project Information**

Construction Type: New Construction  
Federal Subsidy: HOPE VI  
Total # of Units: 176  
Total # Residential Buildings: 28

**Income/Rent Targeting**

Federal Set-Aside Elected: 40%/60%  
% & No. of Tax Credit Units: 100% - 175 units  
Breakdown by %: 50% @ 30%, 30% @ 50%

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Los Angeles Department of  
Recreation and Parks  
221 N. Figueroa Street, Suite 400  
Los Angeles, CA 90012



APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT OF COVENANT AND AGREEMENT**

This AMENDMENT OF COVENANT AGREEMENT (the "Amendment") is made this \_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Los Angeles (the "City"), and the Housing Authority of the City of Los Angeles, California, a public body, corporate and politic (the "Owner").

W I T N E S S E T H

WHEREAS, the City and the Owner entered into that certain Covenant and Agreement which was recorded as Document No 031591735 in the Official Records of Los Angeles County (the "Covenant") in connection with an affordable housing project (the "Project") on that certain real property described on Exhibit A attached hereto (the "Original Site"); and

WHEREAS, the Owner has agreed to transfer a small sliver of the Original Site (the "Handball Sliver") to the Los Angeles Unified School District and the City and the Owner wish to release the Handball Sliver from the real property encumbered by the Covenant.

NOW, THEREFORE, the City and the Owner agree that the Covenant be amended effective immediately upon execution as follows:

A M E N D M E N T

1. The Legal Description of the Original Site set forth on page 1 of the Covenant is hereby amended to delete the Handball Sliver described in Exhibit B attached hereto.
2. The City and the Owner will execute and deliver such further instruments and do such further acts and things as may be necessary to carry out the intent and purposes of this Amendment.
3. This Amendment shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and the Owner.



4. This Amendment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed entirely therein.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

*[Remainder of this Page Intentionally Left Blank.]*

Dated: \_\_\_\_\_

CITY:

CITY OF LOS ANGELES

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

Name: \_\_\_\_\_

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

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 the document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, 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.

Signature: \_\_\_\_\_

(affix seal in above space)

Dated: \_\_\_\_\_

OWNER:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By:

\_\_\_\_\_  
Douglas Guthrie, President and  
Chief Executive Officer  
\_\_\_\_\_

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 the document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, 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.

Signature: \_\_\_\_\_

(affix seal in above space)

EXHIBIT A

**LEGAL DESCRIPTION OF ORIGINAL SITE**

**LEGAL DESCRIPTION:** Subdivision of Lots 1 & 2 of Tract No. 12658  
as filed in Book 342, Page(s) 14, 15, & 16, as per map(s) recorded in the office of the County Recorder, which  
property is located at and commonly known as:  
**(ADDRESS):** 1403 East First Street, Los Angeles, CA 90033

EXHIBIT B

**LEGAL DESCRIPTION OF HANDBALL SLIVER**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PORTIONS OF LOTS 6 AND 8 OF TRACT 53421 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 1284, PAGES 56 TO 62 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN "LOT 1" SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 2005-0524904 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF UTAH STREET AND VIA LAS VEGAS, AS SHOWN ON SAID TRACT; THENCE, ALONG THE CENTERLINE OF SAID VIA LAS VEGAS, THE FOLLOWING TWO (2) COURSES: (1) NORTH 85°46'10" WEST 185.69 FEET; AND (2) NORTH 83°28'59" WEST 46.05 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 8; THENCE NORTH 04°14'27" EAST, ALONG SAID PROLONGATION, 38.87 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 8; THENCE NORTH 85°44'46" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 8, A DISTANCE OF 50.23 FEET; THENCE NORTH 04°22'16" EAST 25.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°22'16" EAST 1.97 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 27.21 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT 8; THENCE, ALONG SAID PARALLEL LINE, SOUTH 85°44'46" EAST 250.64 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID LOT 6, SAID POINT BEING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 170.00 FEET, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS NORTH 87°20'31" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°40'04" AN ARC DISTANCE OF 1.98 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 25.24 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT 8 AND PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE NORTH 85°44'46" WEST, ALONG SAID PARALLEL LINE, 250.87 FEET TO THE TRUE POINT OF BEGINNING.

APN: 5173-029-947

This page is part of your document - DO NOT DISCARD

03 1591735

RECORDED/FILED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA <i>1:21 Pm JUN 04 2003</i>
---

TITLE(S) :



FEE

D.T.T

FEE \$13	1
DAF \$2	
C-20	3

CODE

20

CODE

19

CODE

9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

THIS FORM NOT TO BE DUPLICATED

RECORDING REQUEST BY

2

WHEN RECORDED MAIL TO

03 1591735

NAME L.A. DEPT. OF REC. & PARKS

MAILING ADDRESS 205. S. BROADWAY, RM 820

CITY, STATE ZIP CODE L.A., CA. 90012

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

COVENANT & AGREEMENT



3

03 1591735

Department of Recreation and Parks  
205 S. Broadway, Room 820  
Los Angeles, CA 90012

SPACE ABOVE THIS LINE FOR RECORDER'S OFFICE  
COVENANT AND AGREEMENT

5102853-70

The undersigned hereby certified that (I am) ~~(we are)~~ the owner~~s~~ of the hereinafter legally described real property located in the City of Los Angeles, State of California:

LEGAL DESCRIPTION: Subdivision of Lots 1 & 2 of Tract No. 12658  
as filed in Book 342, Page(s) 14, 15, & 16 as per map(s) recorded in the office of the County Recorder, which property is located at and commonly known as:

(ADDRESS): 1403 East First Street, Los Angeles, CA 90033

In consideration of approval of Tract 53421 by the City Council, (I) ~~(we)~~ do hereby promise, covenant and agree to and with said City of Los Angeles, City Council, and the Department of Recreation and Parks that:

We agree to provide active and passive amenities in accordance with the Aliso Village drawings prepared by Quatro Design Group for Phase I (Sheet Nos. AO.1; LC-1; LC-2; LC-3) - Phase II (AO.1.1;) - Management Building LC-1; and Private Parksite (LC-1) and Phase II (LC-1 and LC-2) and per the attached list.

SEE EXHIBIT "A"  
ATTACHED

This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until the Department of Recreation and Parks of the City of Los Angeles approved its termination because such requirements have been met or because they are no longer in effect.

Owner's Name (Please type or print): Housing Authority of the City of Los Angeles

SIGNATURES Signature of Owner: [Signature] (sign)  
Donald J. Smith, Executive Director

MUST BE Two Officer's Signatures Required for Corporations: N/A (sign)  
N/A (sign)

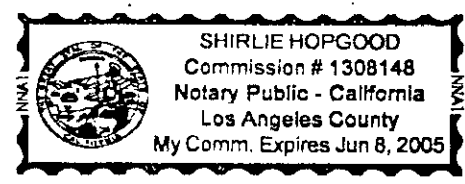
NOTARIZED Name of Corporation: N/A  
Dated this 15th day of May 2003

ALL-PURPOSE ACKNOWLEDGE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES  
On 05/15/03 before me, Shirley Hopgood, Notary Public (name and title of officer), personally appeared Donald J. Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] (SEAL)  
Notary Public Signature



MUST BE APPROVED BY Department of Recreation and Parks prior to recording CASE NO. \_\_\_\_\_ COND. NO. \_\_\_\_\_

APPROVED BY \_\_\_\_\_ Date: \_\_\_\_\_

**ALISO VILLAGE/Tract Map No. 53421  
Quimby Fees Sq. Ft. calculation**

EXHIBIT "A"

**Phase I**

	Estimated Sq. Ft.
High Intensity Recreation Areas	
Pool	2,580
Pool Deck	2,519
Spa	484
Spa Deck	648
Tot - lots (2)	3,780
<b>Total High Intensity</b>	<b>10,011</b>

	Estimated Sq. Ft.
Low Intensity Recreation Areas	
Courtyard A	6,124
Courtyard B	6,054
Courtyard C	5,175
Courtyard D	4,938
Courtyard E	5,468
Courtyard F	4,693
Open Space Areas	61,220
Management Building	15,353
<b>Total Low Intensity</b>	<b>109,025</b>

**Phase II**

	Estimated Sq. Ft.
High Intensity Recreation Areas	
Tot - lot	1,598
<b>Total High Intensity</b>	<b>1,598</b>

	Estimated Sq. Ft.
Low Intensity Recreation Areas	
Central Courtyard	13,854
Open Space Areas	26,656
<b>Total Low Intensity</b>	<b>40,510</b>

**Park**

	Estimated Sq. Ft.
High Intensity Recreation Areas	
Basketball Court (2)	7,500
Tot - lot	2,008
<b>Total High Intensity</b>	<b>9,508</b>

	Estimated Sq. Ft.
Low Intensity Recreation Areas	
Park Area	65,578
<b>Total Low Intensity</b>	<b>65,578</b>

<b>TOTAL HIGH INTENSITY</b>	<b>21,117</b>
<b>TOTAL LOW INTENSITY</b>	<b>215,113</b>

C:\DOCUME~1\jorgero\LOCALS~1\Temp\{QuimbyFee-sqftcalc...xls}Sheet1

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Los Angeles Dept. of Recreation and  
Parks  
221 N. Figueroa Street, Suite 400  
Los Angeles, CA 90012

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT OF COVENANT AND AGREEMENT**

This AMENDMENT OF COVENANT AGREEMENT (the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Los Angeles (the "City"), and the Housing Authority of the City of Los Angeles, California, a public body, corporate and politic (the "Owner").

**W I T N E S S E T H**

WHEREAS, the City and the Owner entered into that certain Covenant and Agreement which was recorded as Document No 031291371 in the Official Records of Los Angeles County (the "Covenant") in connection with an affordable housing project (the "Project") on that certain real property described on Exhibit A attached hereto (the "Original Site"); and

WHEREAS, the Owner has agreed to transfer a small sliver of the Original Site (the "Handball Sliver") to the Los Angeles Unified School District and the City and the Owner wish to release the Handball Sliver from the real property encumbered by the Covenant.

NOW, THEREFORE, the City and the Owner agree that the Covenant be amended effective immediately upon execution as follows:

**A M E N D M E N T**

1. The Legal Description set forth on page 1 of the Covenant with respect to the Phase II Property only is hereby amended to delete the Handball Sliver described in Exhibit B attached hereto.
2. The City and the Owner will execute and deliver such further instruments and do such further acts and things as may be necessary to carry out the intent and purposes of this Amendment.
3. This Amendment shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and the Owner.

4. This Amendment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed entirely therein.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

*[Remainder of this Page Intentionally Left Blank.]*

Dated: \_\_\_\_\_

CITY:

CITY OF LOS ANGELES

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

Name: \_\_\_\_\_

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

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 the document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, 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.

Signature: \_\_\_\_\_

(affix seal in above space)

Dated: \_\_\_\_\_

OWNER:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By:

\_\_\_\_\_  
Douglas Guthrie, President and  
Chief Executive Officer  
\_\_\_\_\_

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 the document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, 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.

Signature: \_\_\_\_\_

(affix seal in above space)

EXHIBIT A

**LEGAL DESCRIPTION OF ORIGINAL SITE**

**LEGAL DESCRIPTION:** Subdivision of Lots 1 & 2 of Tract No. 12658  
as filed in Book 342, Page(s) 14, 15, and 16, as per map(s) recorded in the office of the County Recorder, which  
property is located at and commonly known as:  
**(ADDRESS):** 1403 East First Street, Los Angeles, California 90033

EXHIBIT B

**LEGAL DESCRIPTION OF HANDBALL SLIVER**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PORTIONS OF LOTS 6 AND 8 OF TRACT 53421 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 1284, PAGES 56 TO 62 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN "LOT 1" SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 2005-0524904 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

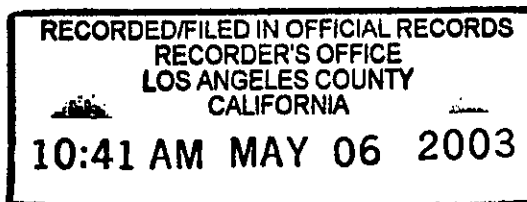
COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF UTAH STREET AND VIA LAS VEGAS, AS SHOWN ON SAID TRACT; THENCE, ALONG THE CENTERLINE OF SAID VIA LAS VEGAS, THE FOLLOWING TWO (2) COURSES: (1) NORTH 85°46'10" WEST 185.69 FEET; AND (2) NORTH 83°28'59" WEST 46.05 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 8; THENCE NORTH 04°14'27" EAST, ALONG SAID PROLONGATION, 38.87 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 8; THENCE NORTH 85°44'46" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 8, A DISTANCE OF 50.23 FEET; THENCE NORTH 04°22'16" EAST 25.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°22'16" EAST 1.97 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 27.21 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT 8; THENCE, ALONG SAID PARALLEL LINE, SOUTH 85°44'46" EAST 250.64 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID LOT 6, SAID POINT BEING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 170.00 FEET, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS NORTH 87°20'31" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°40'04" AN ARC DISTANCE OF 1.98 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 25.24 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT 8 AND PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE NORTH 85°44'46" WEST, ALONG SAID PARALLEL LINE, 250.87 FEET TO THE TRUE POINT OF BEGINNING.

APN: 5173-029-947



This page is part of your document - DO NOT DISCARD

03 1291371



TITLE(S) :

\_\_\_\_\_



FEE

FREE RR

D.T.T

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

THIS FORM NOT TO BE DUPLICATED

2

Department of Recreation and Parks  
205 S. Broadway, Room 820  
Los Angeles, CA 90012

.....SPACE ABOVE THIS LINE FOR RECORDER'S OFFICE.....  
**COVENANT AND AGREEMENT**

The undersigned hereby certified that (I am) (we are) the owners of the hereinafter legally described real property located in the City of Los Angeles, State of California:

**LEGAL DESCRIPTION:** Subdivision of Lots 1 & 2 of Tract No. 12658  
as filed in Book 342, Page(s) 14, 15, and 16, as per map(s) recorded in the office of the County Recorder, which property is located at and commonly known as:

**(ADDRESS):** 1403 East First Street, Los Angeles, California 90033

In consideration of approval of Tract Map #53421 by the City Council, (I) (we) do hereby promise, covenant and agree to and with said City of Los Angeles, City Council, and the Department of Recreation and Parks that:

The Housing Authority of the City of Los Angeles, jointly with the Related Companies of California and McCormack Baron Salazar, will pay the Recreation and Parks fees assessed in accordance with Section 17.12 of the LAMC in the amount of \$906,750, currently being deferred (\$759,655) and credited (\$147,095) until the units designed for low income households are no longer available thereof as low income units (SEE EXHIBIT A1-A4).

This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until the Department of Recreation and Parks of the City of Los Angeles approved its termination because such requirements have been met or because they are no longer in effect.

Owner's Name (Please type or print): Housing Authority of the City of Los Angeles

SIGNATURES Signature of Owners: X DSM (sign)

Donald J. Smith, Executive Director

MUST BE Two Officer's Signatures Required for Corporations: Not Applicable (sign)

Not Applicable (sign)

NOTARIZED Name of Corporation: Not Applicable  
Dated this - day of - 20 -

ALL-PURPOSE ACKNOWLEDGE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES  
On 05/07/03 before me, Shirley Hopgood, Notary Public, (name and title of officer), personally appeared Donald J. Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shirley Hopgood (SEAL)  
Notary Public Signature



MUST BE APPROVED BY Department of Recreation and Parks prior to recording CASE NO. \_\_\_\_\_ COND. NO. \_\_\_\_\_

APPROVED BY Chickie Date: 5/5/03

SCALE: 1"=60'  
1"=120'

# TRACT MAP NO. 53421

SHEET 1 OF 8 SHEETS

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 1 AND 2 OF TRACT NO. 12658, AS PER MAP RECORDED IN  
BOOK 342, PAGES 14, 15 AND 16 OF MAPS, RECORDS OF LOS ANGELES COUNTY

03 1291371

### OWNERSHIP STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

AND WE HEREBY DEDICATE TO THE PUBLIC USE THE STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

AND WE ALSO HEREBY GRANT AND DEDICATE TO THE CITY OF LOS ANGELES, EASEMENTS FOR SANITARY SEWER PURPOSES, INGRESS AND EGRESS AND PUBLIC FACILITY PURPOSES OVER THE STRIPS OF LAND SO DESIGNATED ON SAID MAP.

WE ALSO HEREBY GRANT AND DEDICATE TO THE CITY LOS ANGELES FOREVER, FOR THE USE OF THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, THOSE PERMANENT AND EXCLUSIVE EASEMENTS AND RIGHTS OF WAY, FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REMOVAL AND REPLACEMENT, AT ANY TIME AND FROM TIME TO TIME, OF LINES OF PIPE, OF VAULTS, MANHOLES, SERVICE AND DISTRIBUTION CONNECTIONS AND OF ALL APPENDAGES, STRUCTURES AND EQUIPMENT NECESSARY OR CONVENIENT THERE TO, AND FOR THE USE AND OPERATION IN, ON AND OVER THE EASEMENT AREA FOR ITS FULL WIDTH, WITHOUT OBSTRUCTION OR INTERFERENCE OF ANY KIND, OF EVERY SORT AND TYPE OF MACHINERY AND EQUIPMENT NECESSARY OR CONVENIENT FOR SUCH CONSTRUCTION, MAINTENANCE, REMOVAL AND REPLACEMENT, FOR THE PURPOSES OF TRANSPORTING, CONVEYING AND DISTRIBUTING WATER, IN, UNDER, ON, OVER ACROSS EACH AND EVERY STRIP OF LAND SHOWN AND DESIGNATED ON SAID MAP AS A WATER LINE RIGHT-OF-WAY; AND NO BUILDING OR OTHER STRUCTURE SHALL EVER BE PLACED, CONSTRUCTED OR MAINTAINED WITHIN ANY SUCH RIGHT-OF-WAY.

THE DEPARTMENT SHALL HAVE NO OBLIGATION FOR MAINTENANCE OR REPAIR OF THE SURFACE OF ANY STREET OR THOROUGHFARE IN SUCH RIGHT-OF-WAY, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SURFACING REQUIRED TO BE CUT OR REMOVED BY THE DEPARTMENT FOR THE PURPOSE OF MAINTAINING, REPAIRING, REPLACING, OR REMOVING MAINS OR APPURTENANCES.

### HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, CALIFORNIA

Don  
Donald J. Smith Executive Director

LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY  
John J. Julian Director of Asst. Management

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS



ON THIS 13<sup>th</sup> DAY OF September, 2002, BEFORE ME, Shirley Haggard, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED Donald J. Smith and John J. Julian, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:  
Shirley Haggard  
NOTARY PUBLIC IN AND FOR SAID STATE  
NAME

MY PRINCIPLE PLACE OF BUSINESS  
IS IN Los Angeles COUNTY  
MY COMMISSION EXPIRES 06/21/08

### ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, CALIFORNIA IN APRIL, 2002. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF SIX (6) SHEETS, CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION IN APRIL, 2002; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACTED; THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER NOTIFIED OF THE DATE OF ACCEPTANCES OF THE STREET IMPROVEMENTS, NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THE MAP; AND THAT REQUIRED THE NOTES TO CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF CITY ENGINEER WITHIN THE TIME LIMITATIONS STATED ABOVE.



RONALD W. MARTIN  
R.C.E. NO. 14628  
EXPIRES: MARCH 31, 2008

### BASIS OF BEARINGS:

THE BEARING " S 4°37'40" W" OF THE CENTERLINE OF MISSION ROAD AS SHOWN ON THE MAP OF TRACT NO. 12658 AS FILED IN BOOK 342 PAGES 14, 15 AND 16 OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

### SIGNATURE OMISSION

THE SIGNATURE OF THE STATE OF CALIFORNIA, OWNER'S OF AN EASEMENT FOR FOOTINGS PER DEED RECORDED NOVEMBER 23, 1982, AS INSTRUMENT NO. 82-2181492, OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION (a)(3)(A)(I)-(VI) OF THE STATE SUBDIVISION MAP ACT; THEIR INTEREST IS SUCH THAT IT CANNOT RISE INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

### ABANDONMENT NOTE

I, HEREBY CERTIFY THAT PURSUANT TO SECTION 86499.20 1/2 OF THE STATE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT OF THE FOLLOWING EASEMENTS, RECORDS OF LOS ANGELES COUNTY, NOT SHOWN WITHIN THE BOUNDARIES OF THE MAP.

1. ALL PUBLIC EASEMENTS WHICH WERE ACQUIRED BY THE CITY OF LOS ANGELES PER TRACT MAP NO. 12658 FILED IN BOOK 342, PAGES 14 THROUGH 16, OF MAPS.
2. AN EASEMENT FOR PUBLIC UTILITY PURPOSES, IN FAVOR OF THE SOUTHERN CALIFORNIA TELEPHONE COMPANY, RECORDED IN BOOK 19445 PAGE 363, OF OFFICIAL RECORDS.
3. AN EASEMENT FOR PIPE LINE PURPOSES, IN FAVOR OF THE SOUTHERN CALIFORNIA GAS COMPANY, RECORDED IN BOOK 29886 PAGE 75, OF OFFICIAL RECORDS.
4. AN EASEMENT FOR PUBLIC UTILITIES, IN FAVOR OF THE CITY OF LOS ANGELES RECORDED FEBRUARY 13, 1958, AS INSTRUMENT NO. 3243, OF OFFICIAL RECORDS.
5. AN EASEMENT FOR COVERED STORM DRAIN AND APPURTENANT STRUCTURES, IN FAVOR OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, RECORDED DECEMBER 11, 1959, AS INSTRUMENT NO. 4932, OF OFFICIAL RECORDS.
6. AN EASEMENT FOR A RIGHT OF WAY FOR ZANJA NO. 7, IN FAVOR OF THE CITY OF LOS ANGELES, PER DEED RECORDED IN BOOK 174 PAGE 75, OF DEEDS.
7. AN EASEMENT DRAINAGE PURPOSES, IN FAVOR OF THE CITY OF LOS ANGELES, PER TRACT NO. 12658, IN BOOK 342, PAGES 14, 15 AND 16, OF MAPS.

BY: \_\_\_\_\_ DEPUTY  
CITY CLERK, CITY OF LOS ANGELES DATE

**NOTIFICATION OF STREET LIGHTING MAINTENANCE ASSESSMENT**

NOTE & HEREBY ADVISE THAT AGREEMENTS MAY BE LEASED FOR THE PURPOSES OF MAINTENANCE AND ENERGY FOR ANY STREET LIGHTING FACILITIES. IF YOU HAVE THE RESPONSIBILITY FOR THE STREET LIGHTING, YOU MAY BE FOR A PERIOD OF UP TO THREE YEARS. FOR FURTHER INFORMATION CALL THE BUREAU OF STREET LIGHTING AT (323) 847-4384.

**CERTIFICATE OF SPECIAL ASSESSMENT**

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE CITY ENGINEER OF THE CITY OF LOS ANGELES NONE OF THE LINES OF LOTS OR PARCELS OF THE SUBDIVISION SHOWN ON THIS SUBDIVISION MAP WILL INCURE ANY LAND SUBJECT TO ANY SPECIAL ASSESSMENT WHICH MAY BE PAID IN FULL.

DATE: \_\_\_\_\_  
CITY ENGINEER: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE ORIGINAL MAP AND ANY PROVISIONS OF CHAPTER 7 OF TITLE 7 OF THE GOVERNMENT CODE STATE OF CALIFORNIA, AND IF ALL LOCAL ORDINANCES APPLICABLE TO THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM Satisfied THAT THIS MAP IS TECHNOLOGICALLY CORRECT.

DATE: \_\_\_\_\_  
CITY ENGINEER: \_\_\_\_\_

**CERTIFICATE OF TITLE**

I HEREBY CERTIFY THAT THERE IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA A CERTIFICATE MADE BY THE LAYERS TITLE COMPANY, \_\_\_\_\_ DATED \_\_\_\_\_ OF SAID CITY ENGINEER NO. 88779-88 CERTIFYING THAT IT APPEARS FROM THE RECORDS OF SAID CITY AND COUNTY THAT: HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY ARE THE ONLY PERSONS WHOSE CONSENT IS REQUIRED FOR THE RECORDING OF THIS MAP BY LAW.

DATE: \_\_\_\_\_  
CITY ENGINEER: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF LOS ANGELES APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL OFFERS OF INDICATION SHOWN HEREON UNLESS SPECIFIC OBJECTION, EXCEPT WHERE SHOWN OTHERWISE. MY ACCEPTANCE OF THIS MAP IS HEREBY CERTIFIED AS AN ACCEPTANCE OF ANY IMPROVEMENTS MADE IN IT UPON ANY STREET, ALLEY OR EASEMENT SHOWN ON THIS MAP.

DATE: \_\_\_\_\_  
CITY CLERK: \_\_\_\_\_  
BY: \_\_\_\_\_ DEPUTY

748/8882/APPEND/TRACTMAP/ENG/ET

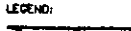
SCALE: 1"=120'

# TRACT MAP NO. 53421

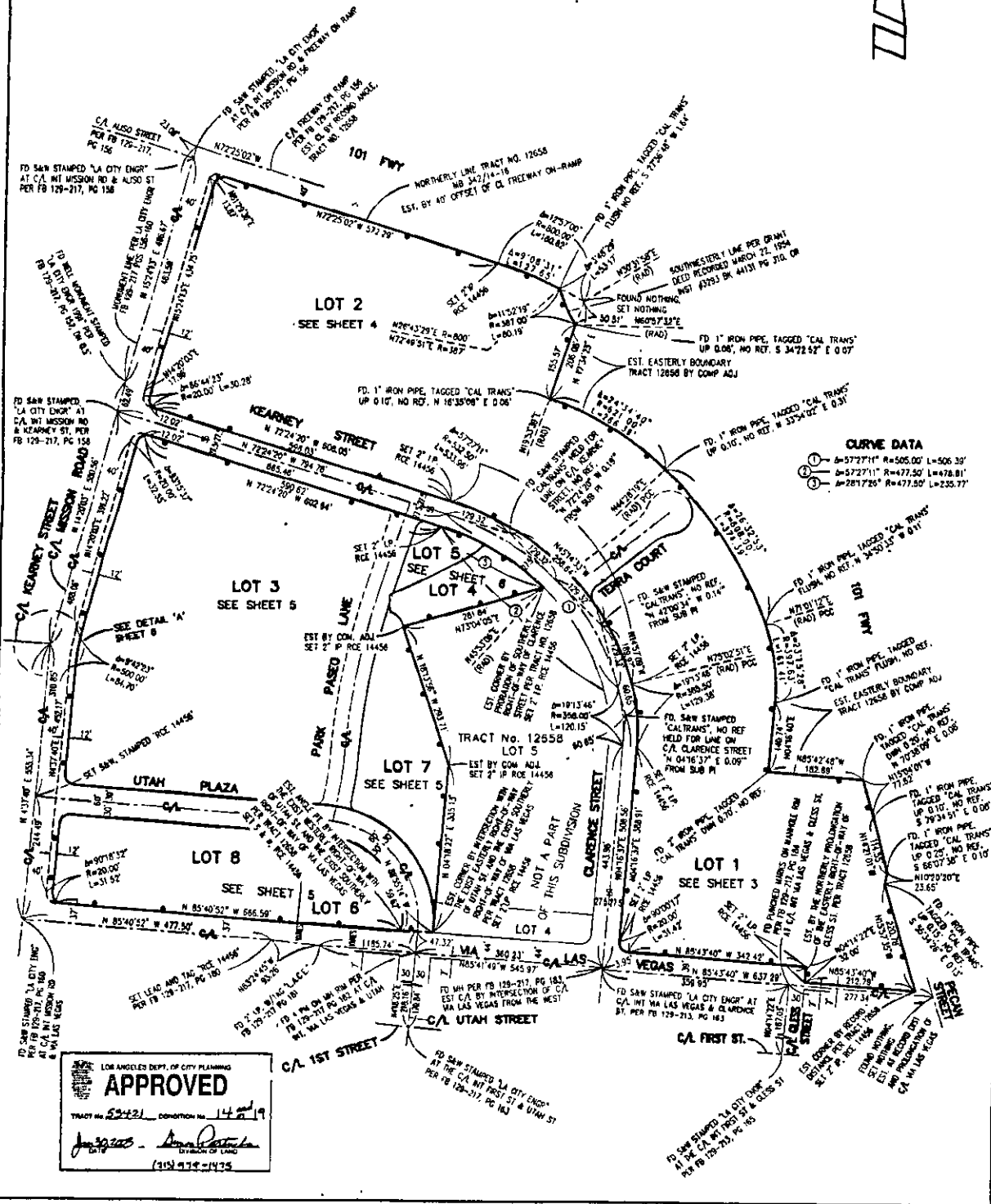
SHEET 2 OF 6 SHEETS

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

4

LEGEND:  INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

## 03 1291371

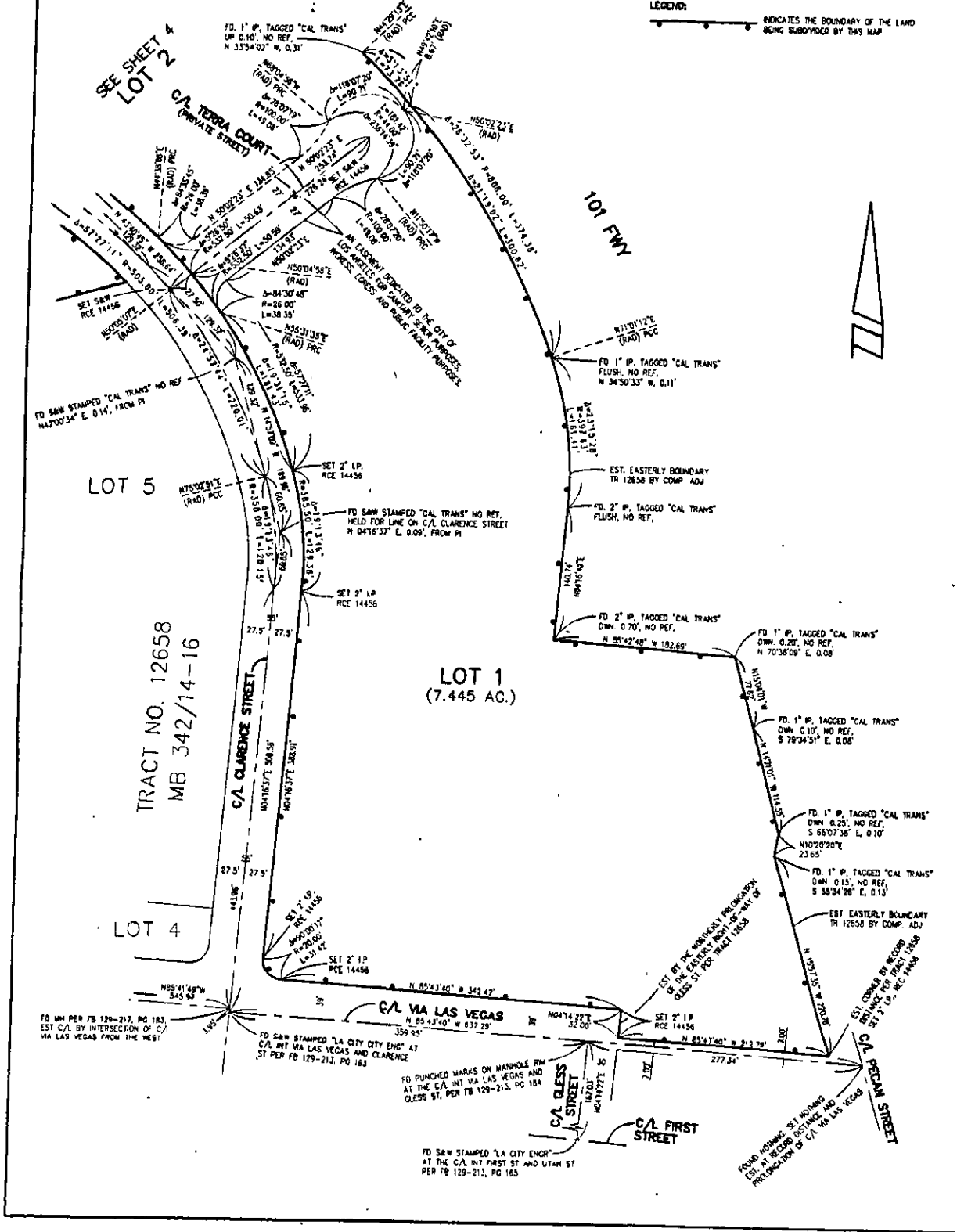


# TRACT MAP NO. 53421

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

## 03 1291371

LEGEND: ——— INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP



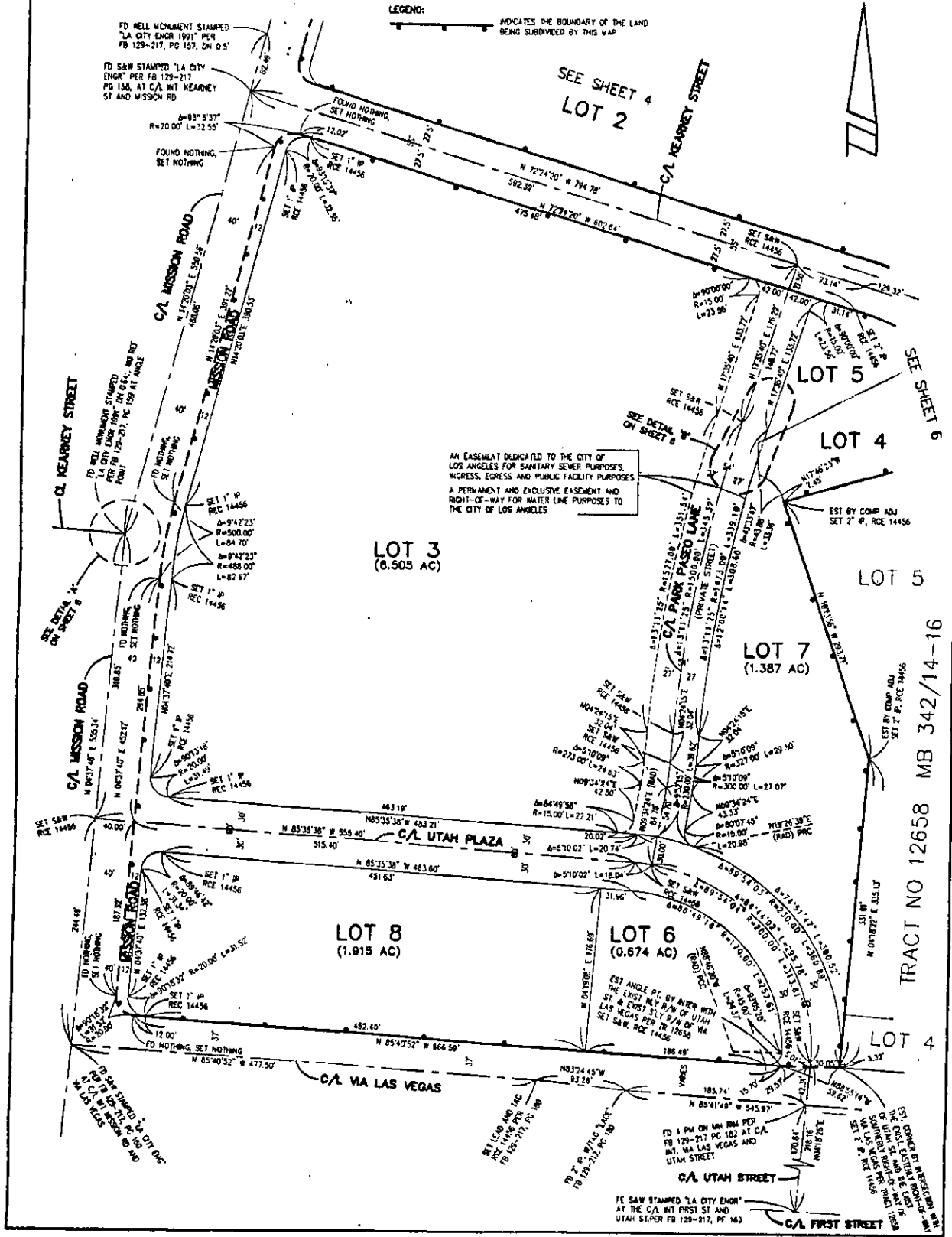


# TRACT MAP NO. 53421

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

7

LEGEND: ——— INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP



TRACT NO 12658 MB 342/14-16

03 1291371





EXHIBIT A1

From: PHILLIP DE LAO  
To: Rosales, Jorge  
Date: Tue, Mar 25, 2003 12:19 PM  
Subject: HUD/Calif. Income Limits

9

Hard copy of the supporting information regarding income limit definitions from Calif. Dept. of Housing and Community Development and HUD will be forwarded separately. The following are the basic definitions re: income limits:

CATEGORY	Income as % of Area Median	LA AMI \$(family of 4)
Extremely Low	30%	\$ 16,900
Very Low	50%	\$ 28,200
Low	80%	\$ 45,100
Median	100%	\$ 50,300
Moderate	120%	\$ 60,350

CC: Don Smith; Hank Wilhite; Martinez, Eusebio; Opp...

03 1291371

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT

100 Third Street, Room 430  
P.O. Box 952053  
Sacramento, CA 94252-2053  
(916) 323-3176 FAX (916) 327-2643



EXHIBIT A2

March 21, 2003

MEMORANDUM FOR: Interested Parties

03 1291371

FROM:

*Cathy E. Creswell*  
Cathy E. Creswell, Deputy Director  
Division of Housing Policy Development

SUBJECT: 2003 Income Limits

This release corrects 2003 Income Limits that were first issued on March 7, 2003. Programming errors in high cost county limits of that release have been corrected by the attached release. Attached for your information is the table of the updated income limits for counties in California. The table includes income limits of varying household sizes for extremely low-, very low-, lower-, median-, and moderate-income categories. These income limits replace those in effect during 2002.

California Health and Safety Code Sections 50079.5, 50105 and 50106 provide that the low-, very low-, and extremely low-income limits established by the U.S. Department of Housing and Urban Development (HUD) are the State limits for those income categories. Sections 50079.5, 50105, and 50106 direct the Department of Housing and Community Development (Department) to publish the income limits. HUD released new FY 2003 income limits for extremely low-, very low-, and lower-income households on February 20, 2003.

Accordingly, the Department has filed with the Office of Administrative Law amendments to Section 6932 of Title 25 of the California Code of Regulations. The amendments contain the updated HUD income limits including the new extremely low-income category, and also contain the median- and moderate-income limits prepared by the Department pursuant to Health and Safety Code Section 50093. Please note that the use of these income limits is subject to an individual program's definitions of income and other factors such as effective dates; also note that the definitions themselves sometimes differ between programs.

The updated table of the income limits for 2003 is posted on the Department's website at: [www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html](http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html).

If you have any question concerning the income limits, please contact Department staff at (916) 445-4728 or by e-mail to [cahouse@hcd.ca.gov](mailto:cahouse@hcd.ca.gov).

Attachments

Income Limits Pursuant to Title 25, § 6932  
California Code of Regulations (CCR)

EXHIBIT A3

Methodology

The extremely low-, very low-, and lower-income limits of California Code of Regulations Section 6932 equal the 30 percent of median-, the very low-, and the low-income limits established by the U.S. Department of Housing and Urban Development (HUD) for use in its Section 8 program. To prepare these limits, HUD first estimates median family income for the current federal fiscal year. Where an area or county has a condition that warrants special consideration, called an exception, HUD may adjust a limit for an income category. However, if an adjustment would result in an income limit below that of the last year, then HUD kept the limit at its level in FY 2002.

11

The area median income is usually, but not always, the greater of either:

- 1) the median family income for a county's metropolitan statistical area or its nonmetropolitan county; or
- 2) the median family income for nonmetropolitan counties statewide (\$45,400 for 2003).

HUD establishes the very low-income limits and then uses those to calculate the limits for other income categories. HUD's very low four-person limit will equal 50 percent of area median income except where HUD has identified adjustment factors such as high housing costs relative to incomes, and thus issues an elevated very low-income limit.

Most four-person low-income limits equal 80 percent of the area median income described above. However, because of adjustments to some areas' limits for very low-income, the low-income limits actually are calculated using 160 percent of the relevant four-person very low-income limit, with some exceptions. An exception for some high income areas means that the four-person low-income limit is less than what the 160 percent calculation would yield because a maximum, or cap, may have been applied by HUD. An exception for high housing costs relative to incomes means that HUD raises that low-income limit for an area but may or may not raise the limit for the very low-income category.

California's extremely low-income limits are HUD's limits for "30% of Median". HUD calculates its "30% of Median" limits using 60 percent of the relevant very low-income limits, but with a floor set at the minimum Supplemental Security Income (SSI).

In most areas, California's Department of Housing and Community Development calculates "median" and "moderate" income limits from HUD's very low-income limits. The four-person median-income limit is two times HUD's four-person very low-income limit, except in high cost areas where the Department instead sets the four-person median equal to HUD's median family income. The four-person moderate-income limit is 120 percent of the Department's four-person median income limit.

Income limits for all income categories are adjusted for household size so that larger households have higher income limits than smaller households. For all income groups, the income limits for household sizes other than four persons are calculated using the four-person income limit as the base. HUD's adjustments use the following percentages, with results rounded to the nearest \$50 increment:

Number of persons in Household:	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Adjustments:	70%	80%	90%	Base	108%	116%	124%	132%

For households of more than eight persons, refer to the formula at the end of the 2003 Income Limits.

References: FY 2003 HUD Income Limits Transmittal PDR-2003-01 of 02-20-03 and FY 2003 HUD Income Limits Briefing Material Revised February 1, 2003 available at [www.huduser.org/datasets/il.html](http://www.huduser.org/datasets/il.html)

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**EXHIBIT A4**

NUMBER OF PERSONS IN HOUSEHOLD

COUNTY	INCOME CATEGORY	1	2	3	4	5	6	7	8
LOS ANGELES Area median: \$50,300	Extremely Low	11,850	13,550	15,250	<b>16,900</b>	18,250	19,650	21,000	22,350
	Very low income	19,750	22,550	25,400	<b>28,200</b>	30,450	32,700	34,950	37,200
	Lower income	31,600	36,100	40,600	<b>45,100</b>	48,750	52,350	55,950	59,550
	Median income	35,200	40,250	45,250	<b>50,300</b>	54,300	58,350	62,350	66,400
	Moderate income	42,250	48,300	54,300	<b>60,350</b>	65,200	70,000	74,850	79,650
MADERA Area median: \$45,400	Extremely Low	9,616	10,900	12,250	<b>13,600</b>	14,700	15,800	16,900	18,000
	Very low income	15,900	18,150	20,450	<b>22,700</b>	24,500	26,350	28,150	29,950
	Lower income	25,400	29,050	32,700	<b>36,300</b>	39,250	42,150	45,050	47,950
	Median income	31,800	36,300	40,850	<b>45,400</b>	49,050	52,850	56,300	59,950
	Moderate income	38,150	43,600	49,050	<b>54,500</b>	58,850	63,200	67,600	71,950
MARIN Area median: \$91,500	Extremely Low	23,750	27,150	30,550	<b>33,950</b>	36,650	39,350	42,050	44,800
	Very low income	39,600	45,250	50,900	<b>56,550</b>	61,050	65,600	70,100	74,650
	Lower income	63,350	72,400	81,450	<b>90,500</b>	97,700	104,950	112,200	119,450
	Median income	64,050	73,200	82,350	<b>91,500</b>	98,800	106,150	113,450	120,800
	Moderate income	76,850	87,850	98,800	<b>109,800</b>	118,600	127,350	136,150	144,950
MARIPOSA Area median: \$46,000	Extremely Low	9,650	11,050	12,400	<b>13,800</b>	14,900	16,000	17,100	18,200
	Very low income	16,100	18,400	20,700	<b>23,000</b>	24,850	26,700	28,500	30,350
	Lower income	25,750	29,450	33,100	<b>36,800</b>	39,750	42,700	45,650	48,600
	Median income	32,200	36,800	41,400	<b>46,000</b>	49,700	53,350	57,050	60,700
	Moderate income	38,650	44,150	49,700	<b>55,200</b>	59,600	64,050	68,450	72,850
MENDOCINO Area median: \$46,100	Extremely Low	9,700	11,050	12,450	<b>13,850</b>	14,950	16,050	17,150	18,250
	Very low income	16,150	18,450	20,750	<b>23,050</b>	24,900	26,750	28,600	30,450
	Lower income	25,800	29,500	33,200	<b>36,900</b>	39,850	42,800	45,750	48,700
	Median income	32,250	36,900	41,500	<b>46,100</b>	49,800	53,500	57,150	60,850
	Moderate income	38,700	44,250	49,750	<b>55,300</b>	59,700	64,150	68,550	73,000
MERCED Area median: \$45,400	Extremely Low	9,616	10,900	12,250	<b>13,600</b>	14,700	15,800	16,900	18,000
	Very low income	15,900	18,150	20,450	<b>22,700</b>	24,500	26,350	28,150	29,950
	Lower income	25,400	29,050	32,700	<b>36,300</b>	39,250	42,150	45,050	47,950
	Median income	31,800	36,300	40,850	<b>45,400</b>	49,050	52,650	56,300	59,950
	Moderate income	38,150	43,600	49,050	<b>54,500</b>	58,850	63,200	67,600	71,950
MODOC Area median: \$45,400	Extremely Low	9,616	10,900	12,250	<b>13,600</b>	14,700	15,800	16,900	18,000
	Very low income	15,900	18,150	20,450	<b>22,700</b>	24,500	26,350	28,150	29,950
	Lower income	25,400	29,050	32,700	<b>36,300</b>	39,250	42,150	45,050	47,950
	Median income	31,800	36,300	40,850	<b>45,400</b>	49,050	52,650	56,300	59,950
	Moderate income	38,150	43,600	49,050	<b>54,500</b>	58,850	63,200	67,600	71,950
MONO Area median: \$54,500	Extremely Low	11,450	13,100	14,700	<b>16,350</b>	17,650	18,950	20,250	21,600
	Very low income	19,100	21,800	24,550	<b>27,250</b>	29,450	31,600	33,800	35,950
	Lower income	30,500	34,900	39,250	<b>43,600</b>	47,100	50,600	54,050	57,550
	Median income	38,150	43,600	49,050	<b>54,500</b>	58,850	63,200	67,600	71,950
	Moderate income	45,800	52,300	58,850	<b>65,400</b>	70,650	75,850	81,100	86,350
MONTEREY Area median: \$55,600	Extremely Low	12,000	13,700	15,400	<b>17,150</b>	18,500	19,850	21,250	22,600
	Very low income	20,000	22,850	25,700	<b>28,550</b>	30,850	33,100	35,400	37,700
	Lower income	32,000	36,550	41,100	<b>45,700</b>	49,350	53,000	56,650	60,300
	Median income	38,900	44,500	50,050	<b>55,600</b>	60,050	64,500	68,950	73,400
	Moderate income	46,700	53,350	60,050	<b>66,700</b>	72,050	77,350	82,700	88,050

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