

**AFFORDABLE HOUSING LOAN AGREEMENT**  
(Habitat for Humanity of Ventura County, Inc.)

This AFFORDABLE HOUSING AGREEMENT (the "Agreement" is entered into this \_\_\_\_th day of July, 2009, between the City of Oxnard Community Development Commission, (hereafter referred to as "CDC") on the one hand, and Habitat for Humanity of Ventura County, Inc. (hereafter referred to as "Developer") on the other hand.

Developer is a non-profit ecumenical Christian housing ministry that helps very low and low income persons develop and own housing. Developer desires to purchase property located at 5208 Cypress Road in Oxnard, California ("the Property"), to develop housing for very low and low income families (the "Projects).

The purpose of this Agreement is to implement the Redevelopment Plan for the Historic Enhancement and Revitalization of Oxnard ("HERO") Redevelopment Project in the City of Oxnard (the "Redevelopment Plan") and, to increase and improve the supply of affordable housing within the City of Oxnard by providing financial assistance to Developer.

The financial assistance for development of the Project is to be provided in the form of a loan. The development of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable federal, state and local laws and requirements under which the Project is to be undertaken and is being assisted. The Project could not be developed without the CDC's financial assistance.

**1. PROJECT SCOPE:**

A. Definitions. As used in this Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Agreement, the following words and terms shall have the same meaning given or attributed to them or similar terms in California Health and Safety Code §50050, et seq. and in Title 25 of the California Code of Administrative Regulations.

- (1) adjusted income;
- (2) annual income;
- (3) housing cost and affordable housing cost;
- (4) family;
- (5) household; family, family size appropriate for the unit;
- (6) very low-income and low-income household or family;
- (7) monthly adjusted income;
- (8) monthly income;

**B. Project Description and Affordability Requirements.**

- (1) Under this Agreement, the CDC will provide a loan of \$300,000 for the

purchase of the Property on condition that the Property be developed with three to five affordable single family restricted units as provided and within the time provided herein (collectively the "affordable units"). The affordable units shall be made available by Developer and shall be sold by Developer only to very low or low income families at an affordable housing cost to such families as provided in this Agreement. Thereafter, Developer shall restrict the units so that for 45 years after the date of the first sale of an affordable unit, the unit shall not be sold to other than a very low or low income family at a price which results in an affordable housing cost to that family. These restrictions shall be independent of any resale restrictions imposed by Developer. Provided that the unit continuously has been occupied by a very low and low income family in accordance with the agreements between the owner and CDC, all income related restrictions for a unit will terminate forty-five (45) years following the date of the first sale of such unit.

(2) The Project shall meet all City ordinances, conditions, rules and regulations, and shall be required to have approval of the City of Oxnard Planning Commission and City Council as provided by City ordinances, resolutions, and other applicable requirements. Nothing in this Agreement requires the City to exercise its police or regulatory power in a certain manner.

(3) Developer will execute an Agreement containing Covenants Affecting Real Property ("Regulatory Agreement") in the form and substance attached hereto as Exhibit A, restricting conveyance of the affordable units to very low and low income families as set forth above. The restrictions of this Regulatory Agreement are in addition to and independent of any restrictions imposed by Developer or any other funding or regulatory agency.

(4) Developer will establish restrictions and preferences for initial conveyance of the affordable units as follows:

- (a) The units will be conveyed only to Oxnard residents.
- (b) The units will be conveyed only to families, no member of which has owned an interest in a home during the past three years.
- (c) Concurrent with the initial conveyance, Developer shall obtain from the grantee and record in the Official Records of Ventura County, California, a Resale Restriction Agreement and Deed of Trust in form and substance approved in writing by CDC's Director.

C. CDC Participation. Subject to and in accordance with the terms and conditions set forth in this Agreement, CDC shall do the following:

(1) Loan Terms and Conditions. CDC will, subject to and in accordance with the terms and provisions of this Agreement, make a loan to Developer in the sum of \$300,000, evidenced by a promissory note in the form of Exhibit B. The promissory note will be secured

by a first lien position deed of trust in the form of Exhibit C. The promissory note will be cancelled and the loan forgiven provided Developer complies with the terms of this Agreement and provided further that all units are conveyed to very low and low income purchasers on or before two years from the date of this Agreement. CDC's obligation to advance funds on closing shall be contingent upon receipt by CDC of an ALTA Lender's Policy showing title vested in the developer with CDC's deed of trust as a first position lien subject only to the lien of taxes not yet due and payable and easements which in the sole judgment of CDC's Director do not interfere with possession or use of the Property for the purposes of the Project or affect the value of the Property. CDC's obligation to make the loan is conditioned upon receipt of information sufficient to satisfy CDC's Director that the Property does not suffer from or contain any environmental impairments or conditions that would limit in any way the ability to develop the Project in accordance with the terms of this Agreement or which would be harmful to the health, safety or welfare of potential occupants of the Project. The CDC's obligation to advance funds is contingent upon the determination of CDC's Director, in his reasonable discretion, that the Property is capable of being developed with the Project and that existing zoning laws will permit such development or the zoning is reasonably likely to change to permit the development. CDC's obligation to advance funds is conditioned upon receipt of assurance satisfactory to CDC's Director that no relocation benefits shall be paid to the Seller or any occupant of the Property.

(2) Failure to Complete Project. If the Project is not complete, as evidenced by certificates of occupancy for all units, and if conveyances of all units to very low and low income families have not been made on or before two years from the date of this Agreement, Developer shall be in default hereunder and shall, upon demand by CDC, pay the loan, including interest thereon at the rate of LAIF plus 1% per annum and any other sums due under the promissory note, provided, however, that the period for completion of the Project may be extended for a period not to exceed two (2) years by written agreement signed by CDC's Community Development Director.

D. Construction Management. Developer shall provide all construction management for the Project. Developer will coordinate with neighborhood groups and the City Planning Department to insure that the affordable units are constructed according to quality construction standards, and to insure that the units are constructed in conformity with the surrounding community.

E. Additional Agreements.

1. RESERVED.

2. CONSTRUCTION REQUIREMENTS. Developer will construct on the Property three to five single-family homes, the exact number of which will be determined according to City zoning and planning requirements. All work on the Project shall be performed in a workmanlike and quality fashion, free of encumbrances and liens, in full compliance with all applicable requirements of the Uniform Building Code and the Oxnard City Code. In addition to all other obligations of Developer as set forth in this Agreement, Developer shall seek and obtain all necessary governmental approvals for the Project and shall pay all permit application fees and development exactions then prescribed by local ordinance or resolution at the time of submittal,

unless such fees or exactions are waived by the City. Nothing herein excuses compliance by Developer with any or all City ordinances, resolutions, or development procedures or standards in connection with development of the Project.

3. **MAINTENANCE AND REPAIRS.** Developer shall, at all times during the term of this Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. CDC, and any of its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in a reasonable manner to inspect the Project. Developer shall not be responsible for maintenance of any unit, or the property upon which the unit is situated, once the unit is sold, and Developer shall not be responsible for maintenance of property dedicated to the public after the dedication has been accepted.

4. **MONITORING PERFORMANCE.** Developer shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which Developer or its agents, or both, perform the actions required of them by the terms of this Agreement for the development of the Project. Developer has and hereby retains the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance of services hereunder. In regard to the development of the Project, Developer acknowledges and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other laws and regulations governing such matters (including laws with respect to payment of prevailing wages), and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Developer agrees to be solely responsible for its own acts and those of its agents and employees. Notwithstanding the foregoing, at the request of CDC, its agents, employees, or attorneys, Developer shall (1) promptly provide documents and provide specific answers to questions upon which information is desired from time to time relative to the income, expenditures, assets, liabilities, contracts, operations and condition of the Project, (2) provide CDC a photocopy of the certified financial statements of Developer for the past two years, (3) at all reasonable times during normal business hours, provide access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Developer until two years after the expiration of this Agreement.

5. **ENFORCEMENT OF THE AGREEMENT.** The affordability requirements of Paragraph B. (1) of this Agreement, and in the Regulatory Agreement constitute covenants, conditions and restrictions that run with the land. If Developer fails to perform any obligation under this Agreement or the Regulatory Agreement (or fails to cause the Regulatory Agreement to be recorded against the Property), and fails to cure the default within thirty (30) days after CDC has notified Developer in writing of the default or if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure, CDC may exercise any remedy provided under this Agreement, or Regulatory Agreement, or under applicable law, including, but not limited to, the recovery of all loan proceeds, interest, and other charges due on the loan, and foreclosure of the Deed of Trust.

6. **INSURANCE.** With respect to any Project activity, and before taking any action under

this Agreement, Developer shall obtain and thereafter maintain in full force and effect throughout the period of this Agreement, the minimum insurance coverages set forth in the attached Exhibit INS-B.

7. **HOLD HARMLESS, INDEMNIFICATION.** Developer agrees to and shall defend, indemnify and hold harmless CDC and the City of Oxnard and their respective council members, commissioners, directors, officers, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever to any person or to the property of any person which shall occur on or adjacent to the Property, or in connection with the activities of Developer under this Agreement, and which shall be directly or indirectly caused by any acts done or any errors or omissions of Developer or its officers, employees, contractors or agents, save and except claims arising through the sole negligence or wrongdoing and/or sole willful misconduct of CDC or any other indemnitee. Developer is not obligated to indemnify CDC or others for claims based upon their use of information provided by Developer, provided the information itself is accurate. Developer shall at all times indemnify and hold harmless CDC, its officers and employees, from all loss, litigation, liability, damage, or expense of any nature, including, without limitation, potential tenant or owner relocation costs or liability relating to environmental impairments or issues of any kind, arising under this Agreement and/or any subcontract which Developer enters into relating to implementation of the Project. In particular and without limitation, such obligation to indemnify applies to any claim pertaining to the condition of the Property, including any claim relating to the presence of any substance in any form whatsoever, which by any governmental requirements requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to health or safety. The foregoing obligation to indemnify also includes the obligation to indemnify in connection with any claim or action brought against, or any damages or expenses suffered by, the CDC in connection with the violation or alleged violation by the Developer or any of its contractors, employees, or agents, to comply with any applicable labor law, including any applicable State or federal law concerning the payment of prevailing wages or "Davis-Bacon" wages.

8. **SALE OF PROPERTY/CHANGE OF USE.** Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project; provided, however, that Developer shall have no liability for transfer in violation of the Agreement by Developer's successors and assigns who have taken title in compliance with this Agreement.

9. **DEVELOPER TRANSFER.** Developer shall not assign or transfer all or any part of this Agreement without the prior written approval of CDC, which will not unreasonably be withheld. Developer shall promptly notify CDC of any and all changes whatsoever in the identity of the

parties in control of Developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. This Agreement may be terminated by CDC if without the prior approval of CDC, there is any significant change (voluntary or involuntary) in membership, management or control, of Developer or its associates (other than such changes occasioned by the death or incapacity of any individual) prior to issuance of a Certificate of Occupancy for all units to be developed.

10. PERMITS AND OTHER APPROVALS. Developer shall obtain all zone changes, permits, licenses and other approvals that may be necessary in order to legally proceed with the Project. Nothing in this Agreement shall be construed to require or obligate CDC or the City to approve any zone changes, to issue any conditional use permits, to issue any building permits, or other permits, to approve any tentative or final maps regarding the Project, or to give or issue any other approvals regarding the Project. Any application by Developer for any such permits and/or approvals shall be processed as any other applications for similar permits or approvals are processed under applicable laws.

11. AUTHORITY TO BIND. By entering into this Agreement, Developer certifies it is qualified and licensed to conduct business in the State of California.

12. NOTICE. All notices given or required to be given to this Agreement, shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

TO CDC: City of Oxnard Community Development Commission  
214 "C" Street  
Oxnard, California 93030  
Attention: Executive Director

TO DEVELOPER: Habitat for Humanity of Ventura County, Inc.  
Attention: Executive Director  
167 Lambert Street  
Oxnard, CA 93030

and, when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the name and addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. COMPLIANCE WITH LAW. Developer shall comply with all applicable laws and regulations in the implementation of this Agreement, including labor laws and prevailing wage laws.

14. CONTRACTUAL RELATIONSHIP. The contractual relationship between CDC and Developer is independent and under no circumstances shall Developer be considered an agent, partner, or joint venturer of CDC.

15. ENFORCED DELAY; EXTENSION OF TIMES OF PERFORMANCE. In addition to specific provisions of this Agreement, performance by any of the parties hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, terrorist attacks, epidemics, quarantine restrictions, freight embargos, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or omissions of another party, acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of CDC which shall not excuse performance by CDC), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of CDC and Developer.

16. BENEFIT OF AGREEMENT. This Agreement and every provision hereof are for the exclusive benefit of Developer and CDC and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Developer's or CDC's obligations under this Agreement.

17. FORM AND SUBSTANCE OF EXHIBITS; EXECUTE. Documents in the form of the attached Exhibits are an integral part of this Agreement. Such documents, however, may be changed prior to execution, in manners that in the opinion of the CDC's general counsel, do not affect the substance of the Agreement contained therein. The Community Development Director is authorized to execute all such exhibits and any other documents necessary and/or appropriate to implement the transaction described in this Agreement.

18. ENFORCEMENT OF AGREEMENT. If any terms, provisions, conditions or covenants in this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

20. SUPERSEDES PRIOR AGREEMENTS. The provisions of this Agreement supersede all prior agreements and understanding between the parties hereto with regard to the subject matter hereof.

CITY OF OXNARD COMMUNITY  
DEVELOPMENT COMMISSION

HABITAT FOR HUMANITY OF  
VENTURA COUNTY, INC.

By: \_\_\_\_\_  
Dr. Thomas E. Holden, Chairman

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

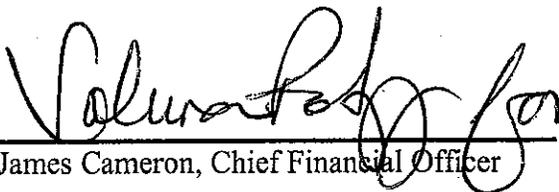
ATTEST:

\_\_\_\_\_  
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, General Counsel

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
James Cameron, Chief Financial Officer

20. SUPERSEDES PRIOR AGREEMENTS. The provisions of this Agreement supersede all prior agreements and understanding between the parties hereto with regard to the subject matter hereof.

CITY OF OXNARD COMMUNITY  
DEVELOPMENT COMMISSION

HABITAT FOR HUMANITY OF  
VENTURA COUNTY, INC.

By: \_\_\_\_\_  
Dr. Thomas E. Holden, Chairman

By: Stacy K. [Signature]  
Its: Executive Director

ATTEST:

\_\_\_\_\_  
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

[Signature]  
Alan Holmberg, General Counsel

APPROVED AS TO INSURANCE:

[Signature]  
James Cameron, Chief Financial Officer

**EXHIBIT LIST**

- A - Agreement Containing Covenants Affecting Real Property
- B - Promissory Note
- C - Deed of Trust
- D - INS-Q

**EXHIBIT A**

Recording Requested by and  
When Recorded Return to:

City of Oxnard Community Development Commission  
305 West Third Street  
Oxnard, California 93030

No Recording Fee Required In Accordance  
With California Government Code Section 6103

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SPACE ABOVE THIS LINE FOR RECORDING USE

**AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY**

**THIS AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY ("Covenants")** is entered into on \_\_\_\_\_, by and between **THE CITY OF OXNARD COMMUNITY DEVELOPMENT COMMISSION**, a public body, corporate and politic (the "CDC"), and **HABITAT FOR HUMANITY OF VENTURA COUNTY, INC.** ("Developer").

**WHEREAS**, Developer is or will be the owner of that certain real property in the City of Oxnard ("City"), County of Ventura, State of California ("Property") described in Exhibit "A" attached hereto and incorporated herein by this reference; and,

**WHEREAS**, Developer and CDC have entered into an Affordable Housing Agreement ("Agreement") effective as of \_\_\_\_\_ in which Developer has agreed to develop the Property.

**NOW, THEREFORE, CDC AND DEVELOPER COVENANT AND AGREE AS FOLLOWS:**

1. Developer, its successors and assigns, shall develop, use, sell and maintain the Property as follows:

(a) Developer shall construct upon the Property four to seven owner occupied units, all in accordance with plans and specifications prepared by Developer and approved by CDC. The units shall be conveyed to very low and low income families, as

defined in the Agreement at an affordable housing cost as defined in the Agreement.

(b) Each affordable unit in the Property shall remain subject to affordability restrictions for 45 years after the first sale of each unit. For 45 years after the first sale of each unit, there shall be no transfer other than to a very low or low income purchaser at a price that results in an affordable housing cost to that purchaser.

(c) Developer shall sell the affordable units subject to and in conformance with a Resale Restriction Agreement and Deed of Trust in form and substance acceptable to the CDC's general counsel.

(d) Developer shall maintain the improvements on the Property and shall keep the Property free from any accumulation of debris or waste materials, and Developer shall maintain the required landscaping in a healthy condition, until such time that all of the units are sold to owner occupiers, provided, however, that once a particular unit has been transferred to an ultimate owner the Developer's obligations in this subparagraph shall cease for the Developer for such unit and the property upon which the unit is situated, and once right of way has been dedicated to the public and accepted or deeded to and accepted by a homeowner's association, the obligations in this subparagraph shall cease for the Developer with respect to property so dedicated or deeded.

2. The Property is subject to the Agreement which is incorporated herein by this reference.

3. CDC, its successors and assigns, is deemed the beneficiary of the covenants contained herein, without regard to technical classification and designation. The covenants shall run in favor of CDC, its successors and assigns, without regard to whether CDC has been, remains, or is an owner of any land or interest therein. This Agreement may be enforced by any legal means or process including action for specific performance.

4. The provisions contained herein are covenants running with the land and shall bind Developer, its successors and assigns.

5. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, familial status, medical condition, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number use or occupancy of buyers, tenants, lessees, subtenants, sublessees, or vendees of the Property.

6. The Developer shall refrain from restricting the rental, sale or lease of the Property to any person on the basis of race, color, religion, ancestry, familial status, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition,

or retaliation for having filed a discrimination complaint. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause: In deeds:

“The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

7. Developer shall perform each and every obligation set forth in these Covenants, and the Agreement respecting the Property. Provided that Developer has complied with all provisions of these covenants of the Agreement with respect to a particular affordable unit and has sold the unit to an eligible purchaser subject to the Resale Restriction Agreement, Developer shall be deemed to have satisfied Developer’s obligations under these covenants and the Agreement with respect to such affordable unit and shall be released from further obligations of these covenants and the Agreement with respect to such affordable unit. CDC shall, upon request of Developer, provide written evidence of the satisfaction of such obligations and release of such further responsibility. When all obligations under these Covenants have been satisfied, CDC shall, upon request, provide Developer with written evidence of the satisfaction of such obligations and a release from further responsibility hereunder.

8. Terms used in these Covenants that are used in the Agreement have the same meaning in these Covenants as they do in the Agreement.

**IN WITNESS WHEREOF**, CDC and Developer have executed this Agreement.

**(NOTARIZATION REQUIRED)**

20. SUPERSEDES PRIOR AGREEMENTS. The provisions of this Agreement supersede all prior agreements and understanding between the parties hereto with regard to the subject matter hereof.

CITY OF OXNARD COMMUNITY  
DEVELOPMENT COMMISSION

HABITAT FOR HUMANITY OF  
VENTURA COUNTY, INC.

By: \_\_\_\_\_  
Dr. Thomas E. Holden, Chairman

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

ATTEST:

\_\_\_\_\_  
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan Holmberg, General Counsel

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
James Cameron, Chief Financial Officer

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that certain real property situated in the CITY OF OXNARD, County of VENTURA, State of CALIFORNIA, described as follows:

**PARCEL 1:**

THAT PORTION OF LOT 15, GARDEN CITY ACRES, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 11, PAGE 105 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 15, DISTANT ALONG SAID NORTHERLY LINE NORTH 89° 53' EAST 292.29 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 15; THENCE CONTINUING ALONG SAID NORTHERLY LINE.

1<sup>ST</sup>: NORTH 89° 53' EAST 332.30 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 15; THENCE ALONG THE EASTERLY LINE OF SAID LOT 15;

2<sup>ND</sup>: SOUTH 0° 01' EAST 69.63 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 15;

3<sup>RD</sup>: SOUTH 89° 53' WEST 332.30 FEET; MORE OR LESS TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH THE EASTERLY LINE OF SAID LOT 15, AND PASSES THROUGH SAID POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE,

4<sup>TH</sup>: NORTH 0° 01' WEST 69.63 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL WATER PIPES, GATES AND VALVES AND ALL OTHER PROPERTY WHICH BELONG TO OR COMPRISE PORTIONS OF THE IRRIGATION OR WATER SYSTEM USED IN CONNECTION WITH SAID LAND.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT, FOR MOTOR VEHICLE DRIVEWAY PURPOSES, OVER THE NORTHERLY 12 FEET OF LOT 15, GARDEN CITY ACRES, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 11, PAGE 105 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION THEREOF LYING WITHIN THE HEREINBEFORE DESCRIBED PARCEL 1.

Assessor Parcel No(s): 222-0-042-110

ATTACHMENT 1  
EXHIBIT A  
PAGE 14 OF 27

EXHIBIT B

**PROMISSORY NOTE**  
**Affordable Housing Assistance**  
**(Secured by Deed of Trust)**

\$300,000.00

Oxnard, California  
Dated \_\_\_\_\_

**FOR VALUE RECEIVED**, the undersigned, Habitat for Humanity of Ventura County, Inc. "Borrower"), hereby promises to pay to the order of The City of Oxnard, a California municipal corporation ("Lender"), the principal sum of Seven Hundred Sixty Thousand Dollars (\$300,000.00), with interest on the unpaid balance thereof from the time of this Note set forth above until repaid at the rate of LAIF (at the time of this Note) Plus 1% per annum (except as otherwise provided herein). Both principal and interest are payable as herein provided, to Lender at 214 S. "C" street, Oxnard, California 93030, Attention: Chief Financial Officer, or at such other place as from time to time may be designated by the holder of this Promissory Note ("Note"). The term, "Loan," as used herein, means the Loan evidenced by this Note.

1. **PAYMENTS**. Borrower promises to pay interest and principal and any other charges under this Note as follows:

a. Sums outstanding under this Note shall be due and payable as provided in paragraph C. (1) and (2), of the Affordable Housing and Loan Agreement ("Loan Agreement") dated \_\_\_\_\_ by and between City and Borrower.

b. If Borrower complies with all provisions of the Loan Agreement and the Agreement Containing Covenants Affecting Real Property dated \_\_\_\_\_ ("Regulatory Agreement") and develops, constructs, and sells the affordable units defined therein in compliance with the terms of the Loan Agreement and Regulatory Agreement, Borrower shall be deemed to have satisfied its obligations hereunder, and this Note shall be cancelled and forgiven.

c. All sums outstanding under this Note and unpaid shall become immediately due and payable upon any default under this Note, or upon any transfer of the property securing payment of this Note not permitted by the Agreement or any change in ownership or composition of the Borrower not permitted by the Agreement.

2. **PAST DUE PRINCIPAL AND INTEREST**. Any amount of principal or interest on the Loan or any fee or expense or other amount payable hereunder shall, to the extent permitted by law, bear interest from such payment's due date until paid at the lesser of the rate of 10% per annum or the maximum rate permitted by law, which interest shall be immediately due and payable.

3. **NO DEDUCTIONS, NO OFFSETS**. All payments of principal and interest

hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.

4. **ABSENCE OF USURY.** Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan: (a) neither Borrower nor any endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith; (b) if the maturity hereof shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) in the event that Lender or any other holder of this Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

5. **PREPAYMENT.** This Note may be prepaid in whole or in part without penalty or charge.

6. **ATTORNEY'S FEES.** Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy (including, without limitation, any action for relief from the automatic stay or any other bankruptcy proceeding) receivership, probate or other court proceedings or by any judicial or non-judicial foreclosure proceeding, or if this Note is placed in the hands of attorneys for collection after default, the Borrower and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' fees and collection costs and expenses. Should any action be brought to construe, clarify, or obtain a declaration as to the terms of this Note or the parties' obligations under it, the prevailing party in such

action shall recover its reasonable attorneys' fees.

7. **WAIVER OF PRESENTMENT.** Borrower, and any and all endorsers, guarantors and sureties of this Note, and all other persons liable or to become liable on this Note, jointly and severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. The pleading of any statute of limitations as a defense to any demand against the makers, endorsers, guarantors and sureties is expressly waived by each and all such parties to the extent permitted by law.

8. **LOSS OF NOTE.** Upon notice from any holder to Borrower of the loss, theft, destruction or mutilation of this Note and, upon receipt of indemnity reasonably satisfactory to Borrower from any holder of this note (except that if Lender or the Oxnard Community Development Commission is the holder of this Note, an indemnification from Lender shall be sufficient) or, in the case of mutilation hereof, upon surrender of the mutilated Note, Borrower will make and deliver a new note of like tenor in lieu of this Note.

9. **SUCCESSORS AND ASSIGNS.** This Note shall be binding upon and shall inure to the benefit of Borrower and Lender, and their successors and assigns.

10. **SEVERABLE PROVISIONS.** Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or enforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

11. **NOTICES.** Notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, mail or telegram or facsimile and addressed, if to Lender, 435 South "D" Street, Oxnard, California 93030, Attn: Affordable Housing Program Manager, at the Payment Address, or if to Borrower, at 167 Lambert Street, Oxnard, California 93030, Attention: Executive Director. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by mail shall be deemed effective two (2) business days after depositing such notice, certified or registered mail, postage prepaid, properly stamped and sealed, with the United States Postal Service, properly addressed regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the recipient's address. Notice by facsimile shall be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.

12. **DEFAULT.** Any failure to perform any obligation of Borrower under this Note, the Deed of Trust, the Loan Agreement, or the Regulatory Agreement shall be considered a

default hereunder.

13. **JOINT AND SEVERAL.** The obligations of Borrower in this Note shall be joint and several obligations of Borrower and of each Borrower, if more than one, and of each of Borrower's heirs, devisees, legatees, administrators, executors, personal representatives, successors and assigns.

14. **GENDER.** In this Note, whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.

15. **TIME OF ESSENCE.** Time is of the essence in this Note and the performance of each of the covenants and agreements contained herein.

16. **GOVERNING LAW.** This Note shall be construed and enforced in accordance with the laws of the State of California.

17. **AUTHORITY.** The person executing this Note represents and warrants that such person has the authority to execute this Note and bind borrower to its provisions.

18. **CAPTIONS AND REFERENCES.** The captions of the Paragraphs of this Note are for the purposes of convenience only and are not intended to be part of this Note and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof. All "Paragraph" references are to the paragraphs of this Note, unless otherwise indicated.

19. **SECURITY.** This Note is secured by a deed of trust executed concurrently herewith, encumbering the property described therein.

**DISCLOSURES.** BORROWER HEREBY ACKNOWLEDGES THAT INTEREST IN THIS NOTE MAY AT TIMES TO BE CALCULATED BY HOLDER ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR AND IS FULLY AWARE THAT SUCH CALCULATIONS MAY RESULT IN AN ACCRUAL AND/OR PAYMENT OF INTEREST IN AMOUNTS GREATER THAN CORRESPONDING INTEREST CALCULATIONS BASED ON A THREE HUNDRED SIXTY-FIVE (365) DAY YEAR.

**HABITAT FOR HUMANITY  
OF VENTURA COUNTY, INC.**

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

Its: \_\_\_\_\_

EXHIBIT C

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Community Development Commission of the City of Oxnard  
305 W. Third Street  
Oxnard, CA 93030  
Attn: Project Manager

Request recording without fee. Record for the benefit of the  
City of Oxnard pursuant to Section 6103 of the Government Code.

(Space above this line for Recorder's use)

DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(This Deed of Trust contains an acceleration clause)  
(Secures Promissory Note)

This DEED OF TRUST, made \_\_\_\_\_, between Habitat for Humanity of Ventura  
County, Inc., herein called TRUSTOR, \_\_\_\_\_, herein called TRUSTEE, and  
Community Development Commission of the City of Oxnard herein called BENEFCIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of  
\_\_\_\_\_, State of California, described as:

SEE EXHIBIT "A", INCORPORATED HEREIN BY REFERENCE

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred  
upon Beneficiary to collect and apply such rents, issues, and profits.

For the Purpose of Securing the performance of each agreement of Trustor incorporated by reference or contained herein; and  
performance of all obligations of that certain "Promissory Note" of even date herewith made by Trustor. This Deed of Trust secures all  
obligations of the Promissory Note. Any default in the performance of obligations under such Promissory Note is a default hereunder, and  
entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	2530	108
Lake	437	110	San Bernardino	6213	768	Tuolumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the Promissory Note or the above set forth language in this Deed of Trust, the language of the Promissory Note, or of the Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

SIGNATURE OF TRUSTOR

STATE OF CALIFORNIA }

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that certain real property situated in the CITY OF OXNARD, County of VENTURA, State of CALIFORNIA, described as follows:

**PARCEL 1:**

THAT PORTION OF LOT 15, GARDEN CITY ACRES, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 11, PAGE 105 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 15, DISTANT ALONG SAID NORTHERLY LINE NORTH 89° 53' EAST 292.29 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 15; THENCE CONTINUING ALONG SAID NORTHERLY LINE.

1<sup>ST</sup>: NORTH 89° 53' EAST 332.30 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 15; THENCE ALONG THE EASTERLY LINE OF SAID LOT 15;

2<sup>ND</sup>: SOUTH 0° 01' EAST 69.63 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 15;

3<sup>RD</sup>: SOUTH 89° 53' WEST 332.30 FEET; MORE OR LESS TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH THE EASTERLY LINE OF SAID LOT 15, AND PASSES THROUGH SAID POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE,

4<sup>TH</sup>: NORTH 0° 01' WEST 69.63 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL WATER PIPES, GATES AND VALVES AND ALL OTHER PROPERTY WHICH BELONG TO OR COMPRISE PORTIONS OF THE IRRIGATION OR WATER SYSTEM USED IN CONNECTION WITH SAID LAND.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT, FOR MOTOR VEHICLE DRIVEWAY PURPOSES, OVER THE NORTHERLY 12 FEET OF LOT 15, GARDEN CITY ACRES, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 11, PAGE 105 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION THEREOF LYING WITHIN THE HEREINBEFORE DESCRIBED PARCEL 1.

Assessor Parcel No(s): 222-0-042-110

ATTACHMENT 1  
EXHIBIT C  
PAGE 22 OF 27

## INSURANCE REQUIREMENTS FOR SUBDIVISION AGREEMENTS

1. Developer shall obtain and maintain during the performance of any activities under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the development of the subdivision by developer, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Developer shall, prior to approval of the Subdivision Agreement, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-Q. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. A-7202  
300 West Third Street, Suite 302  
Oxnard, California 93030

3. Developer agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Developer agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of developer; products and completed operations of developer; premises owned, occupied or used by developer; or automobiles owned, leased, hired or borrowed by developer. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-Q or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number.

### *Endorsement Forms*

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-Q.doc

ATTACHMENT 1  
EXHIBIT D  
PAGE 24 OF 27

# ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard  
Attn: Risk Manager  
Reference No. A-0202  
300 W. 3rd Street, Suite 302  
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ATTACHMENT 1

EXHIBIT D

PAGE 25 OF 27

**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the "City")**

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_ ISSUED DATE (MMDDYY) \_\_\_\_\_

**PRODUCER**

**POLICY INFORMATION:**

Insurance Company:  
Policy No.: \_\_\_\_\_  
Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

Telephone: \_\_\_\_\_

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
coverage.  Per Occurrence  Per Claim (which)

**NAMED INSURED**

**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here  in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

GENERAL LIABILITY

- COMMERCIAL GENERAL LIABILITY  Claims Made  
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date \_\_\_\_\_  
 OWNERS & CONTRACTORS PROTECTIVE  Occurrence

**OTHER PROVISIONS**

**COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE AGGREGATE

- GENERAL  
 PRODUCTS/COMPLETED OPERATIONS  
 PERSONAL & ADVERTISING INJURY  
 FIRE DAMAGE  
 \_\_\_\_\_  
 \_\_\_\_\_

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, Insurance company agrees as follows:

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
  - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
Attn: Risk Manager  
Reference No. A-7202  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter  \_\_\_\_\_  
I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  
Signature \_\_\_\_\_  
(original signature required)  
Telephone: ( ) \_\_\_\_\_ Date Signed \_\_\_\_\_

