

2023-24 Housing Applications

Countywide Projects

Organization Name	Project Name	HTF/PLHA	HOME-ARP	HOME	CDBG-H	Page #
EAH, Inc.	1 Hamilton Dr.	\$1,000,000				2
Eden Housing, Inc.	3301 Kerner Blvd.	\$1,000,000				59
Eden Housing, Inc.	Oak Hill Apartments	\$1,500,000	\$1,500,000	\$600,000		115
Eden Housing, Inc.	Pt. Reyes Coast Guard	2,300,000	\$2,400,000		\$600,000	170
Education Housing Partners, Inc.	Oak Hill Educator/County Employee Housing	\$2,358,030				261
Episcopal Community Services	1251 S. Eliseo Dr.				\$500,000	335
Habitat for Humanity Greater San Francisco	8161 Redwood Blvd.	\$2,000,000		\$800,000		353
Habitat for Humanity Greater San Francisco	Residential Rehab Loan Program				\$282,200	386
Homeward Bound of Marin	Novato Veterans and Workforce Housing	\$2,358,030	\$2,467,167	\$500,000	\$600,000	413
Marin Center for Independent Living	Residential Access Modification Program				\$18,000	489

County Other Projects

Organization Name	Project Name	HTF/PLHA	HOME-ARP	HOME	CDBG-H	Page #
Bolinas Community Land Trust	140 Maple Rd.	\$500,000			\$500,000	500
Community Land Trust Association of West Marin	60 Third St.	\$200,000			\$50,000	534
Community Land Trust Association of West Marin	Ocean Terrace Energy Upgrades				\$56,000	557
Two Valleys Community Land Trust	6956 Sir Francis Drake Blvd. Rehabilitation				\$99,185	570

San Rafael Projects

Organization Name	Project Name	HTF/PLHA	HOME-ARP	HOME	CDBG-H	Page #
Canal Alliance	153 Novato St. Rehab				\$200,000	583

	HTF/PLHA	HOME-ARP	HOME	CDBG-H
Total Amounts Requested:	\$13,216,060	\$6,367,167	\$1,900,000	\$2,905,385

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

EAH Inc.

Website URL

www.eahhousing.org

DUNS

07-876-5088

Mailing Address

22 Pelican Way
San Rafael, California, 94901

Project Contact Name

Bianca Neumann

Title

Director of Business Development

Email Address

bianca.neumann@eahhousing.org

Phone Number

(415) 295-8886

Executive Director Name

Laura Hall

Executive Director Email Address

laura.hall@eahhousing.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

EAH Housing is a non-profit, public benefits corporation based in Marin County that has a mission of expanding the range of opportunities for all by developing and managing quality affordable housing. EAH Housing (EAH Inc.) is a 501(c)(3) not-for-profit organization, established in 1968. EAH is one of the oldest and most experienced nonprofit housing management and development organizations in the western United States. Established in Northern California, EAH Housing has long since expanded beyond the borders of its original home. Serving over 25,000 residents daily, EAH has grown to a staff of over 700 highly skilled and dedicated employees in 23 counties in California and Hawai'i. EAH continues to believe after 54 years of service that attractive affordable housing is the cornerstone to sustainable, healthy and livable communities.

Have there been any recent or upcoming leadership transitions?

There are no recent or upcoming leadership transitions.

Laura Hall is the President and CEO of EAH Inc. Laura joined EAH in 2008 and became CEO in June of 2019. Welton Jordan joined EAH in 2013 and is currently the Chief Real Estate Development Officer. Robert Schreager is the Senior Vice President Real Estate Management and joined EAH in 2017. Cathy Macy is the Chief Financial Officer; she joined EAH in 1989 and became CFO in 2009.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

There are no recent cutbacks in activities or budgets; however, EAH has grown significantly over the past several years. The number of employees working at EAH has nearly doubled in five years and the development pipeline has grown by about \$1 billion. With the expansion of the development pipeline comes and increased number of new communities placed in service. Similarly, the number of units that Real Estate Management manages has grown as new developments are added to the portfolio.

If applicable, what is the organization's standing with licensing or other accreditation authorities?

EAH is a recognized 501(c)3 organization that is in good standing.

How does your organization verify client income?

For HUD properties, EAH is using EIV (Enterprise Income Verification) system. It contains employment and income information of individuals who participate in HUD rental assistance program. For Tax Credit and other programs, we are sending verification to client's employer to fill out about their employment such as date hired and wages. For others who are self-employed, we are requesting their Tax Return documents. We also request copies of the tenants 3 to 6 months bank statements.

General Project Information

Project Name

1 Hamilton

Project Address

1 Hamilton Drive
Mill Valley, California, 94941

Assessor's Parcel Number (APN)

030-250-01

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

HTF/PLHA Amount Requested

\$1,000,000

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

The proposed area of development is approximately 1.83 acres at the northern portion of 1 Hamilton Drive, Mill Valley that is owned by the City of Mill Valley. The site is mostly undeveloped but does have an existing parking lot of 36 parking stalls and a public restroom.

The existing parking lot and restroom will be demolished for the development of a permanently affordable deed-restricted rental community that supports a diversity of income-eligible tenants earning up to 60% AMI. The new community will be a three and four story, elevator served, residential apartment building containing 45 units (1-, 2-, and 3-bedrooms). The ground floor will have residential serving amenities such as a lobby, management offices and bike storage and there will be 64 parking spaces on the ground floor tucked behind the office space. The second floor will have a large outdoor patio/courtyard, a community room and laundry facilities. The residential units will be on floors 2-4 and several will have views of the surrounding parks and Mt. Tamalpais.

The existing restrooms will be relocated about 50' to the south, adjacent to the existing Police/Fire building. The existing parking spaces will be relocated in the immediate area by reconfiguring the existing parking at the Public Safety Building.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

1 Hamilton Drive is owned by the City of Mill Valley and is a 11.67 acre parcel that includes a public service building on the southern portion and a public park on the western portion. The site also includes a public parking lot and public bathroom on the northern portion between Hamilton Drive and Roque Moraes Drive.

On September 20, 2021, Mill Valley City Council declared the northern portion of the site "exempt surplus property". The proposed development area of approximately 1.83 acres will be subdivided from the larger 11.67 acres and is to be developed as a 100 percent affordable housing development. At that time the City of Mill Valley issued a Request for Qualifications from Housing Development Teams that were interested in developing and managing an Affordable Housing development on the site. EAH responded to the RFQ and on February 7, 2022, the Mill Valley City Council authorized staff to enter into an Exclusive Negotiating Agreement (ENA) with EAH. The ENA allows both parties until September 1, 2023 to negotiate a Disposition and Development Agreement (DDA). The DDA will further define the lease or sale of the property. The ENA outlines the initial feasibility studies and analysis required to assess the potential of development of the Hamilton Drive Property. The ENA is included as an attachment to this application.

EAH has previously requested and was awarded \$1,000,000 from the Marin Housing Trust Fund in 2022. These funds will be used to help cover the expenses related to feasibility analysis, environmental analysis and architectural and engineering fees required to obtain entitlements.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

The site is adjacent to an active sports park with soccer, baseball and young children’s play areas. Adjacent to the site is also the Public Safety Building with Fire and Police facilities. To the north and east are predominantly single family homes along Roque Moraes Drive and Kipling Drive.

There are various amenities within a ½ mile radius from 1 Hamilton Drive. The site is within walking distance to two shopping centers that include Safeway, Whole Foods, CVS and RiteAid pharmacies, as well as several banks, shops and restaurants. The site is also close to bus line 17 with a stop at E Blithedale/Roque Moraes Dr and E Blithedale/Kipling Dr. Directly across the street from the proposed site is Hauke Park and across a short foot bridge is Bayfront Park, which is adjacent to the Bay Trail. The Bay Trail is a dedicated path for pedestrians and bicyclists connecting Mill Valley to Tiburon, Sausalito and beyond. Mill Valley Middle School is about a quarter mile from 1 Hamilton and Tamalpais High School is less than a mile to the south.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

No known environmental issues

Notes or clarifying information on environmental issues:

N/A

Have you begun any state or federal environmental review procedures for the proposed project?

No

What is the anticipated timeline for the environmental review(s)?

CEQA review requirements must and will be completed before any commitment to a housing development occurs and appropriate environmental review pursuant to CEQA will be completed and considered by the Mill Valley City Council at such time. Should Federal funds, including but not limited to Project Based Vouchers (PBV’s) or Community Development Block Grant (CDBG), be considered as a source, a National Environmental Policy Act (NEPA) Environmental Assessment will be conducted by a qualified consultant.

WRA Environmental Consultants have been engaged to accomplish the project’s environmental review under CEQA via the preparation of an environmental impact report (EIR). The scope of work for the EIR includes but is not limited to an Initial Study and Public Scoping Meeting, Public Workshops, Tribal Correspondence, Cultural Resources reporting, traffic study and transportation impact study, Geological and soils study, and preparing and publishing the EIR document for public review and comment.

WRA started on the Initial Study in Winter of 2022 and projects to have a Draft EIR ready in Summer 2023. Public comment period is also anticipated to be in Summer of 2023 followed by a Planning Commission EIR recommendation in Fall of 2023 and City Council certification by Winter 2023.

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Bianca Neumann is responsible for growing the new construction pipeline for EAH Housing throughout Northern California. As the Director of Development, she researches and identifies new opportunities,

working with city housing staff, advocates, and others to facilitate the development of new affordable housing communities.

Ms. Neumann brings more than 15 years of related experience to this position, including expertise in multi-family development, finance, public policy, and asset management. Most recently, she was a Senior Business Development Manager at MidPen Housing, where Ms. Neumann played a vital role in securing eight new affordable housing communities throughout the Bay Area, including projects in San Mateo, Alameda and San Francisco's first affordable educator housing development.

Bianca will allocate 25% of her time to the 1 Hamilton Drive project and will be supported by the Director of Real Estate Development (Denice Wint) and Chief Real Estate Development Officer (Welton Jordan) along with a yet to be assigned assistant project manager. Denice Wint joined EAH in 2018 and has over 10 years of experience in multifamily housing development and financial management. Denice currently supervises the project management team that is executing real estate development on behalf of EAH. Welton Jordan presides over the EAH development pipeline including acquisitions, rehabilitations and new construction activities for California and Hawaii. Welton has more than 15 years of experience in Affordable Housing development, financing, construction management, underwriting and community outreach.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

Our Real Estate Management division is well versed in affirmative marketing consistent with Affirmative Fair Housing requirements and has several years of experience incorporating this practice into the overall Management and Marketing Plan. A sample of an Affirmative Fair Housing Marketing Plan is provided as an attachment to this application.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

Describe any past community engagement activities for this project, and future plans for community engagement.

EAH has had extensive community engagement related to the development of 1 Hamilton. Holding four large scale public meetings, and holding more the 25 smaller stakeholder meetings which include meetings with Homeowners' Associations, sports groups, local non-profits, and various government bodies.

Starting in March 2022, EAH and the City of Mill Valley held a public meeting at the Mill Valley Community Center to introduce EAH and the project architect as well as discuss the proposed site characteristics and opportunities. Any concerns or questions that arose from the community were collected and used in the ongoing development concept of the site. The format of this meeting was a formal presentation by Mill Valley and EAH followed by an "open house" style interaction around several poster boards that addressed different topics.

In May 2022 the City of Mill Valley and EAH held a second community meeting at the Community Center where the initial building concepts were revealed. Three different building concepts were presented and for each concept, tradeoffs regarding number of units, parking and massing were also presented. EAH also discussed the replacement plan for the existing uses on the site (parking and

restroom) and possible improvements to circulation in the immediate area. Comments and concerns from community members were also collected at this meeting.

In October 2022 a third community meeting was held to present the feedback heard from the community and layout how those suggestions were incorporated into the updated project design. The format of this meeting was a formal presentation followed by a question and answer session and an informal one-on-one discussion with EAH and the architect.

Early in the process EAH identified key stakeholders in the community such as large HOAs, neighborhood groups and community groups that used Hauke Park. Individual meetings were held with these groups starting in February 2022 with the goal of giving stakeholders that are close to the proposed development an opportunity to have a more intimate discussion about their unique concerns. All public meetings were announced via email, displayed on project and city websites and flyers were mailed to households in close proximity to the development site. Prior to a formal Design Review planning application being submitted, EAH, in conjunction with the City of Mill Valley and the project architect, will send out an email (and video) that contains the details of the planning application being submitted, a summary of the community feedback received to date and an explanation of how the feedback has been incorporated into the proposed design. This communication is expected to go out to the public in April 2023.

A Community Outreach Plan has been included as an attachment to this application.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio						0
1 bed	4	10	5			19
2 bed	2	7	2		1	12
3 bed	3	7	4			14
4 bed						0
Other						0
TOTAL UNITS	9	24	11	0	1	45

Notes or clarifying information on the unit count:

The market rate unit is the on-site managers unit.

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization's purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The "Total" column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Similar existing Marin complex

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	20.68	
Black/African American	22.41	
Asian	43.10	
American Indian/Alaskan Native	3.44	
Native Hawaiian/Other Pacific Islander	0	
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed		10.34
TOTAL (Unduplicated)	89.63	10.34

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

0

Female-headed households

0

Households that include person(s) with a disability

0

Notes or clarifying information on demographics:

All number provided above are in percentage format.

Project Planning

Select the current phase of the proposed project.

Predevelopment

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Saturday, April 15, 2023

Complete planning and environmental review

Monday, December 4, 2023

Release bid package

Thursday, August 15, 2024

Select contractor

Sunday, December 15, 2024

Finalize contract

Wednesday, January 15, 2025

Obtain building permits

Wednesday, January 15, 2025

Start construction

Tuesday, April 15, 2025

Complete construction

Sunday, November 15, 2026

Additional Milestones for New Construction and/or Rehabilitation Projects

Milestone	Estimated Completion Date
Tax Credit Application	10-15-2024
HCD Financing Application	06-15-2024

Explain any additional milestones for New and/or Rehabilitation Projects below:

Dates provided above are estimated based on a typical Affordable Housing development timeline. The schedule of financing applications and award dates are not available. Construction start is contingent upon successful financing applications.

Will you be seeking Project Based Section 8 Vouchers for this project?

Yes

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

On February 7, 2022, Mill Valley City Council authorized staff to enter into an Exclusive Negotiating Agreement (ENA) with EAH which allows both parties until September 1, 2023 to negotiate a Disposition and Development Agreement (DDA). The DDA will further define the lease or sale of the property. The ENA is provided as an attachment to this application. An appraisal will be conducted by an MAI appraiser to determine the value of land which will be contributed to this development.

Please describe in detail the entitlements and permits that will be required, and those already obtained. For example, Design Review, Master Plan, Zone Change, General Plan Change, Coastal Permit, etc.

Current land use designation in the General Plan is Community Facility (C-F). However, the current Housing Element, which is being updated in response to comments from the State Department of Housing and Community Development (HCD), amends the General Plan land use designation of this site to Multi-Family (MFR-2). The current zoning of the entire site is Outdoor Area (O-A), which does not allow residential construction, so the portion of the site that will have the MFR-2 General Plan designation will be rezoned. The rezoning process will be led by the City and done in parallel with the CEQA and entitlements submittals. The new zoning will be Multi-Family Residential (RM-Bayfront). The rezoning is a discretionary process and is subject to public input and comments. The entitlement process will also require design review and public hearings prior to approval. Post entitlements, the development will be subject to typical building and grading permits associated with the construction of multi-family housing.

Describe any contact with the planning staff at the relevant government jurisdiction, and any specific feedback they provided.

Since EAH was selected as the development partner in February 2022, we have had constant communication with the Planning Department and other city staff. EAH and the City of Mill Valley have weekly coordination meetings that typically include the architect and other design professionals, environmental consultants, Public Works Dept., City Manager, and others as needed to discuss project specific issues. The meetings have included topics such as community engagement, public meeting content and format, replacement uses of the existing site, community benefits, development design, project financing options and timelines including planning department meetings leading up to an entitlement approval by the City Council. Our meetings and conversations have included Danielle Staude, Senior Planner; Steven Ross, Senior Planner; Patrick Kelly, Director of Planning and Building; Todd Cusimano, City Manager.

EAH has also held a couple meetings with two members of the Planning Commission and Two members of the City Council (so not to violate the Brown Act) to incorporate their input into the design.

Identify all applicable accessibility laws and specific accessibility requirements that must be met in the design of the proposed project.

The proposed community will be an elevator-served building and thus it will have full accessibility to all apartments throughout the building. The project will meet California Building Codes including Accessibility Codes. The common areas will all meet codes for 11B while apartments will be designed to meet 11A standards. A specific number 5-10% will be built out fully and the remaining apartments will be readily adaptable.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

COMMITTED:

- City of Mill Valley - \$150,000 (5.1.5 of the ENA shows details of predev loan)
- Marin County Housing Trust Fund - \$1,000,000 (awarded)
- GP Equity \$3,852,484
- Deferred Developer Fee \$1,064,407

NOT COMMITTED:

- Marin County Housing Trust Fund - \$1,000,000 (current application)
- AHP - \$675,000
- HCD MHP/NPLH/MIP - \$8,079,031
- TCAC \$23,018,433
- Tranche A Mortgage \$7,233,541
- Tranche B Mortgage \$4,843,470

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

EAH has decades of experience with a wide variety of public/private sources of debt/ equity, and our track-record provides definitive evidence of EAH’s expertise deploying these sources to realize the successful development of residential projects similar to our proposed Project. EAH’s strong balance sheet and solid track-record allow us to negotiate pricing and terms with LIHTC investors and construction/permanent lenders that are reliably “top of market”. LIHTC equity pricing is conservatively underwritten at 0.95 cents per Federal Credit and 0.85 cents per State Credit. In line with EAH’s prudently conservative underwriting standards, we model the Tranche A and B Permanent loans on a 6.00% interest rate, amortized over 35 years, with a 55 year term. Subject to future Project underwriting, this debt source is currently accessible and available to EAH through our network of LIHTC motivated lenders, and commitments for the Permanent loan(s) would be obtained subsequent to entitlement approval and prior to and as a condition of construction loan close. The signed ENA with the City of Mill Valley committed \$150,000 to this development and as previously mentioned, Marin County has awarded \$1,000,000 from the Housing Trust Fund to the development. Through this application we are requesting an additional \$1,000,000 of funding from the Housing Trust Fund. Once the project is entitled in December 2023, EAH will apply for traditional gap filling sources from California’s Housing and Community Development Dept. (HCD) Super-NOFA which is anticipated to be in June 2024. After a successful HCD application, the project will be able to apply for Low Income Housing Tax Credits at the end of 2024 or early 2025. EAH is prepared to provide GP Equity contribution in the approximate amounts noted above, resulting in a net cash Developer Fee disbursement that does not exceed statutory limits.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

We recognize the flexibility needed when modeling Affordable Housing projects in California and therefore we have analyzed different scenarios that consider alternative funding sources. While the current underwriting assumes 4% LIHTC equity, the total Tax Credits required are within the limits of the 9% LIHTC program making this a viable alternative. Should the project not be successful with 4% credits we could pivot and apply in the 9% round. We feel that the proposed large-family community in a “High-Resource” area will maintain competitiveness in the 9% LIHTC program.

Similarly, the gap sources targeted to HCD’s Super NOFA are inclusive of several programs (Multifamily Housing Program (MHP), Infill Infrastructure Grant (IIG), Veterans Housing and Homeless Prevention (VHHP) Program). Should one of these sources not be granted we would consider other programs within the Super NOFA as well as other HCD funded programs or Federal programs such as Community Development Block Grant (CDBG) or HOME Investment Partnership Program.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

Given this early concept stage, our initial cost estimating is prudently conservative, and our hard and soft cost estimating is consistent with our informed take-aways from recent prevailing-wage projects of similar scale and building type (3/4 story building) that we have recently completed and/or which are in EAH’s current Bay Area pipeline. We have estimated the Construction Costs to be \$550/square foot which accounts for a 20% inflator for Prevailing Wage. Our model prudently incorporates a 10% escalation factor to the Construction Costs plus a healthy 5% Owner’s hard cost contingency.

Our soft costs are fully consistent with EAH’s current and comparable Northern CA pipeline, and certainly match up to Bay Area industry standard. We have estimated that Architecture and Engineering fees will be about 25% of the total Construction Costs and Permit and Impact fees will be about \$35,000 per door. Furthermore, we have modeled Construction and Permanent Loan interest and fees that are consistent with current market conditions. We note that our proforma also includes a full 3% Soft Cost contingency.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

We are grateful that the project has previously been awarded \$1,000,000 from Marin County's Housing Trust Fund. This money will be used to cover the predevelopment costs associated with the design development and environmental analysis required to get this proposal entitled.

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?

While the County has previously awarded funds from the Housing Trust Fund, the monies have not been disbursed yet and therefore have not been spent. It is anticipated that the previously awarded funds will be spent before the end of 2023.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: "2023-24 [Document Name] for [Organization Name]- [Project Name]."



2023-24 Amenities Map for E... .pdf



2023-24 Applicant Profile & P... .pdf



2023-24 Board of Directors &pdf



2023-24 Community Outreac... .pdf



2023-24 Conceptual Elevatio... .pdf



2023-24 Conceptual Floor Pla... .pdf



2023-24 Financial Statement... .pdf



2023-24 Leadership Team an... .pdf



2023-24 Performance Sched... .pdf



2023-24 Sample AFHMP forpdf



2023-24 Site Control ENA forpdf



2023-24 Tax Exempt Status f... .pdf



2023-24 pro-forma-spreadsh... .xlsx

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Steve Pratt

Title of Person Completing this Application

Business Development Manager

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

DEVELOPMENT COSTS

Project Name: Hamilton
 Date of Model Version 1/1/2022

Development Costs by Line Item	Total Cost	Cost/Unit	Cost/Sq Ft
Acquisition Costs			
Land	0	0	0.00
Existing Structures *	0	0	0.00
Subtotal	0	0	0.00
Site Improvements			
Off Site Infrastructure *	50,000	1,111	0.83
On Site Infrastructure *	50,000	1,111	0.83
Demolition*	50,000	1,111	0.83
Subtotal	150,000	3,333	2.49
Construction			
Building Permit Fees *	1,067,178	23,715	17.74
Tap Fees *	495,000	11,000	8.23
Construction / Rehabilitation *	28,578,157	635,070	474.96
Landscaping *		0	0.00
Contingency *	2,282,143	50,714	37.93
Other (please specify) *		0	0.00
Subtotal	32,422,478	720,500	538.86
Professional Fees			
Architect Fees		0	0.00
Engineering Fees	7,763,587	172,524	129.03
Real Estate Attorney Fees		0	0.00
Soils Tests		0	0.00
Surveys		0	0.00
Green Planning and Design Fees		0	0.00
Other (please specify)		0	0.00
Subtotal	7,763,587	172,524	129.03
Construction Finance			
Construction Insurance	309,603	6,880	5.15
Construction Loan Orig. Fee	281,435	6,254	4.68
Construction Interest	1,501,772	33,373	24.96
Attorney Fees		0	0.00
Title and Recording		0	0.00
Other (please specify)		0	0.00
Subtotal	2,092,810	46,507	34.78
Permanent Finance & Syndication			
Loan Fees & Expenses	97,135	2,159	1.61
LIHTC Fees	42,981	955	0.71
Attorney Fees		0	0.00
Title and Recording		0	0.00
Other (please specify)		0	0.00
Subtotal	140,116	3,114	2.33
Soft Costs			
Appraisals & Market Study		0	0.00
Environmental Reports		0	0.00
Capital Needs Assessment		0	0.00
Temporary Relocation		0	0.00
Permanent Relocation		0	0.00
Marketing		0	0.00
Soft Cost Contingency	343,847	7,641	5.71
Other (please specify)		0	0.00
Subtotal	343,847	7,641	5.71
Developer Fee / Profit			
Developer's Fee	6,294,622	139,880	104.62
Consultants		0	0.00
Administration Fee		0	0.00
Subtotal (ie - maximum developer fee)	6,294,622	139,880	104.62
Reserves			

Property Summary (From Operating Budget Worksheet)	
Total Square Footage in Units	33,069
Non Living Square Footage	27,100
Total Project Square Footage	60,169
Number of Units	45

Development Costs Summary		% of Total Expenses
Hard Cost Per Unit	\$723,832.84	65.5%
Land Cost Per Unit	\$0.00	0.0%
Soft Cost Per Unit	\$381,604.98	34.5%
Hard Cost Per Square Foot	\$541.35	
Soft Cost Per Square Foot	\$285.40	

Line Items marked with a * are included in hard cost evaluation.

Additional Metrics	
Developer Fee/Profit % of Total Budget (excluding Dev. Fee, reserves and acquisition)	14.7%
Months of debt & expense reserves	6.0
Contingency % of Total Construction Expenses	7.96%
Total HOME Eligible Expenses	\$49,207,460

Operating Reserve	537,242	11,939	8.93
Debt Service Reserve		0	0.00
Lease-up Reserve		0	0.00
Replacement Reserve			
Other (please specify)		0	0.00
Subtotal	537,242	11,939	8.93
Total Development Expenses	\$49,744,702	\$1,105,438	\$827

OPERATING BUDGET

Project Name: Hamilton

Date of Model Version 1/1/2022

Stabilized First Year Income				
# Bedrooms	# of units	Sq. Ft.	Monthly Rent	Total Annual Rent
1	1	523	932	11,184
1	3	523	1,275	45,900
1	5	523	1,618	97,080
1	5	523	1,960	117,600
2	4	782	3,079	147,792
2	2	782	1,525	36,600
2	3	782	1,937	69,732
2	2	782	2,348	56,352
3	5	982	3,967	238,020
3	1	982	1,757	21,084
3	4	982	2,232	107,136
3	4	982	2,707	129,936
1	5	523	2,536	152,160
2	1	782	0	0
				0
				0
				0
Total	45	33,069	\$102,548	
Non Living Square Footage		27100		
Total Square Footage		60,169		
Total Potential Rental Income				\$1,230,576
Parking Income				0
Laundry Income				5,400
Other				
Total Potential Income				\$1,235,976
List utilities included in rent (for clarity - doesn't affect calculations)				
Average Vacancy Rate				5.00%
Annual Vacancy Loss				(\$61,799)
Effective Gross Income				\$1,174,177

Stabilized First Year Annual Expenses	
Administrative Expenses	
Management Fee	
Salaries and Benefits	
Legal & Accounting	
Advertising	
Office Supplies	
Telephone	
Audit	
Other (please specify)	
Total Administrative	\$0
Operating Expenses	
Utilities	
Trash Removal	
Other (please specify)	
Total Operating	\$0
Maintenance Expenses	
Maintenance Supplies	
Repairs	
Extermination	
Grounds (inc. snow removal)	
Other (elevator, etc.)	
Total Maintenance	\$0
Other Expenses	
Real Estate Taxes	
Property Insurance	
Replacement Reserve	
Total Annual OpEx	411,039
Total Other	\$411,039
Total Annual Expenses	\$411,039
Net Operating Income	\$763,138

Property Summary	
Total Square Feet in Units	33,069
Non Living Square Footage	27,100
Total Project Square Feet	60,169
Number of Units	45

Annual Operating Budget Summary	
Effective Gross Income	\$1,174,177
Total Annual Expenses	\$411,039
Net Operating Income	\$763,138

Debt Service Coverage (From Capital Sources sheet)	
Annual Debt Service: 1st Mortgage	(398,491)
Annual Debt Service: 2nd Mortgage	(266,135)
Annual Debt Service: 3rd Mortgage	0
Total Debt Service	(\$664,626)
Property Debt Coverage Ratio	1.148
Break Even Point (BEP)	87.0%

Maximum Debt Service Calculator	
Lender Minimum Debt Coverage Ratio	1.15
Maximum Debt Service	(\$663,598)

Additional Expenses Metrics	
Per Unit Per Annum (PUPA) Expenses	\$9,134
Annual Per Unit Replacement Reserve	0
Monthly Utility Cost Per Unit	\$0
Management Fee as a % of Rental Income	0.00%
Administrative Expenses as a % of Rental Income	0.00%

CAPITAL SOURCES

Project Name: Hamilton
Date of Model Version 1/1/2022

SOURCES OF FUNDS					
Hard Debt					
	Source	Principal	Type of Loan	Interest Rate	Term (Years)
First Mortgage	TBD	5,823,953	Conventional	6.000%	35
Second Mortgage	TBD	3,889,575	Conventional	6.000%	35
Third Mortgage					
Government Grants and Soft Debt					
	Source	Amount	Amount Per Unit		
	Mill Valley	150,000	3,333		
	Marin County	2,000,000	44,444		
	HCD	9,273,119	206,069		
Other Grants (Non-Governmental)					
	Source	Amount	Amount Per Unit		
	AHP	675,000	15,000		
			0		
			0		
			0		
Tax Credit Equity					
	Source	Amount	Amount Per Unit		
	9% LIHTC Proceeds		0		
	4% LIHTC Proceeds	23,018,433	511,521		
	Historic Tax Credits		0		
Other Equity					
	Source	Amount	Amount Per Unit	Amount Kept Upfront	
	Deferred Developer Fee	1,065,486	23,677	5,229,136	
	Owner Equity	3,849,136	85,536		
			0		
			0		
Total Sources		\$49,744,702			
Total Development Costs		\$49,744,702			
Gap (Surplus)		\$0			

Capital Sources Summary		
	Total	% of Total
Conventional (C)	9,713,528	20%
Tax Exempt (T)	0	0%
Federal Financing (F)	0	0%
Tax Credits	23,018,433	46%
Government Grants	11,423,119	23%
Other Grants	675,000	1%
Other Equity	4,914,622	10%
GAP	0	0%
Total Sources	49,744,702	100%

Debt Service Summary		
	Annual Payment	Debt Coverate Ratio
First Mortgage	(\$398,491)	1.92
Second Mortgage	(\$266,135)	1.15
Third Mortgage	\$0	1.15
Total Debt Service	(\$664,626)	
Property Debt Coverage Ratio	1.15	
Break Even Point (BEP)	87.0%	

Maximum Debt Service Calculator	
Lender Minimum Debt Coverage Ratio	1.15
Maximum Debt Service	(\$663,598)

Mortgage Principal Quick Calculator	
Appraised Value	
Loan to Value Ratio (LVR)	65%
Maximum Loan Amount	\$0
OR	
Net Operating Income (NOI)	\$763,138
Capitalization Rate	5%
Value at Cap Rate	\$15,998,704
Loan to Value Ratio (LVR)	65%
Maximum Loan Amount	\$10,399,158

15-YEAR OPERATING PRO FORMA

Project Name: Hamilton 0 0 0 0 0
 Date of Model Version 1/1/2022 1/0/1900 1/0/1900 1/0/1900 1/0/1900 1/0/1900

Assumptions	
Rent Annual Growth Rate	2.00%
Other Income Annual Growth Rate	2.00%
Expenses Annual Growth Rate	3.00%
Vacancy Rate	5%

Cash Flow Summary	
Total Cash Flow over years 1-10	\$1,501,233
Total Cash Flow over years 1-15	\$2,695,659
Total Cash Flow After Obligations over years 1-10	\$1,243,296
Total Cash Flow After Obligations over years 1-15	\$2,277,184

Return Summary	
Cash-on-cash Return on Equity (Year 1, excluding tax credits)	2%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Rent Income	\$1,230,576	\$1,255,188	\$1,280,291	\$1,305,897	\$1,332,015	\$1,358,655	\$1,385,828	\$1,413,545	\$1,441,816	\$1,470,652	\$1,500,065	\$1,530,067	\$1,560,668	\$1,591,881	\$1,623,719	\$1,656,193	\$1,689,317	\$1,723,103	\$1,757,566	\$1,792,717
Vacancy Loss	(\$61,799)	(\$62,759)	(\$64,015)	(\$65,295)	(\$66,601)	(\$67,933)	(\$69,291)	(\$70,677)	(\$72,091)	(\$73,533)	(\$75,003)	(\$76,503)	(\$78,033)	(\$79,594)	(\$81,186)	(\$82,810)	(\$84,466)	(\$86,155)	(\$87,878)	(\$89,636)
Other Income	\$5,400	\$5,508	\$5,618	\$5,731	\$5,845	\$5,962	\$6,081	\$6,203	\$6,327	\$6,453	\$6,583	\$6,714	\$6,849	\$6,985	\$7,125	\$7,268	\$7,413	\$7,561	\$7,713	\$7,867
Eff. Gross Income	\$1,174,177	\$1,197,936	\$1,221,895	\$1,246,333	\$1,271,259	\$1,296,685	\$1,322,618	\$1,349,071	\$1,376,052	\$1,403,573	\$1,431,645	\$1,460,277	\$1,489,483	\$1,519,273	\$1,549,658	\$1,580,651	\$1,612,264	\$1,644,510	\$1,677,400	\$1,710,948
Total Annual Expenses	(\$411,039)	(\$423,370)	(\$436,071)	(\$449,153)	(\$462,628)	(\$476,507)	(\$490,802)	(\$505,526)	(\$520,692)	(\$536,313)	(\$552,402)	(\$568,974)	(\$586,043)	(\$603,625)	(\$621,733)	(\$640,385)	(\$659,597)	(\$679,385)	(\$699,766)	(\$720,759)
Net Operating Income	\$763,138	\$774,566	\$785,824	\$797,179	\$808,631	\$820,178	\$831,816	\$843,545	\$855,360	\$867,260	\$879,243	\$891,303	\$903,440	\$915,648	\$927,925	\$940,266	\$952,667	\$965,125	\$977,633	\$990,188
Total Debt Service	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)	(\$664,626)
Bridge Loan Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Coverage Ratio	1.15	1.17	1.18	1.20	1.22	1.23	1.25	1.27	1.29	1.30	1.32	1.34	1.36	1.38	1.40	1.41	1.43	1.45	1.47	1.49
Cash flow Available	\$98,512	\$109,940	\$121,197	\$132,553	\$144,005	\$155,551	\$167,190	\$178,918	\$190,734	\$202,634	\$214,616	\$226,677	\$238,813	\$251,022	\$263,298	\$275,639	\$288,041	\$300,498	\$313,007	\$325,562
Projected Payments from Cash Flow																				
Deferred Developer Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soft Debt #1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soft Debt #2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Partnership Management Fees	\$7,500	\$7,725	\$7,957	\$8,195	\$8,441	\$8,695	\$8,955	\$9,224	\$9,501	\$9,786	\$10,079	\$10,382	\$10,693	\$11,014	\$11,344	\$11,685	\$12,035	\$12,396	\$12,768	\$13,151
Asset Management Fees	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,002	\$19,572	\$20,159	\$20,764	\$21,386	\$22,028	\$22,689	\$23,370	\$24,071	\$24,793	\$25,536	\$26,303
Cash Remaining Expected After Payments	\$76,012	\$86,765	\$97,327	\$107,967	\$118,681	\$129,468	\$140,324	\$151,246	\$162,231	\$173,277	\$184,378	\$195,532	\$206,734	\$217,980	\$229,265	\$240,585	\$251,935	\$263,309	\$274,702	\$286,108

SOURCES AND USES BUDGET

Project Name: Hamilton
Date of Model Version 1/1/2022

Project Activities	Total Project Cost	Funds Requested	Total Other Funds	Source	Status
Acquisition Costs	\$0	\$0	\$0		
Site Improvements	\$150,000	\$0	\$150,000	AHP	Pending
Construction	\$32,422,478	\$0	\$32,422,478	LIHTC and 1st, 2nd mortgage	Pending
Professional Fees	\$7,763,587	\$1,000,000	\$6,763,587	Marin County HTF, GP Equity and HCD	Pending
Construction Finance	\$2,092,810	\$0	\$2,092,810	GP Equity	Committed
Permanent Finance and Syndication	\$140,116	\$0	\$140,116	GP Equity	Committed
Soft Costs	\$343,847	\$0	\$343,847	GP Equity	Committed
Developer Fee / Profit	\$6,294,622	\$0	\$6,294,622	HCD	Pending
Reserves	\$537,242	\$0	\$537,242	HCD	Pending
Totals Costs from Project Costs cells above	\$49,744,702	\$1,000,000	\$48,744,702		
Total Costs from Development Costs Worksheet (to Check)	\$49,744,702				
Total Funds (Requested + Other)	\$49,744,702				
Gap (Surplus)	\$0				

Performance Schedule
Re: 1 Hamilton Drive, Mill Valley

Exclusive Negotiation Agreement Executed	Feb. 2022
Community Outreach	
Community Outreach Plan	Feb. 2022
Outreach to Community Groups: Small Targeted Discussions to Identify Community needs	Feb. 2022 to Sept. 2023
Community Meeting 1: Introduction to team and project concept	March 2022
Community Meeting 2: Interactive Input	May 2022
Community Meeting 3: Report out, project changes, and integrations of community input	October 2022
Community Video Presentation	April 2023
Design, Rezoning, and Entitlements	
Initial Site Plan and Fit Studies	Dec. 2021 to Feb. 2022
Schematic Design	Feb. 2022 to Feb 2023
Pre-Entitlement Package	March 2023
Planning Commission/Design Review Submittal	June 2023
General Plan Amendment, Rezoning/Parcel Map, Design Review and Environmental Review	June 2023 to Dec 2023
Design Development	March 2023
Construction Documents	December 2024
*Environmental	
Environmental Phase 1	Feb. 2022
Geotechnical Reports	April 2022
CEQA and NEPA Approval	December 2023

Finance

City Predevelopment Loan <i>(approved with ENA)</i>	Feb. 2022
Financing Concept	March 2022
Financing Plan	June 2022
Financing Applications	Jan 2023 to March. 2024

Land Dispossession Agreement

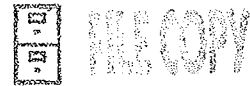
March 2023

Construction and Leasing

Construction Permits	Jan. 2025
Construction	April 2025 to Nov. 2026
Lease up	Aug. 2026 to March 2027
Property Stabilized	September 2027

* Above assumes a full EIR is completed and approved in 12 months or less. Overall project schedule will be determined upon completion of an initial study.

Internal Revenue Service



Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Date: October 6, 2006

EAH INC
2169 B E FRANCISCO BLVD
SAN RAFAEL CA 94901-0000

Person to Contact:
Ms. Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
94-1699153

FILED NOV 03 2006

Dear Sir or Madam:

This is in response to your request of October 6, 2006, regarding your organization's tax-exempt status.

In June 1970 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Janna K. Skufca".

Janna K. Skufca, Director, TE/GE
Customer Account Services



Entity Status Letter

Date: 1/13/2022

ESL ID: 8421904022

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 0568670

Entity Name: EAH INC.

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- 4. We do not have current information about the entity.
- 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov









Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

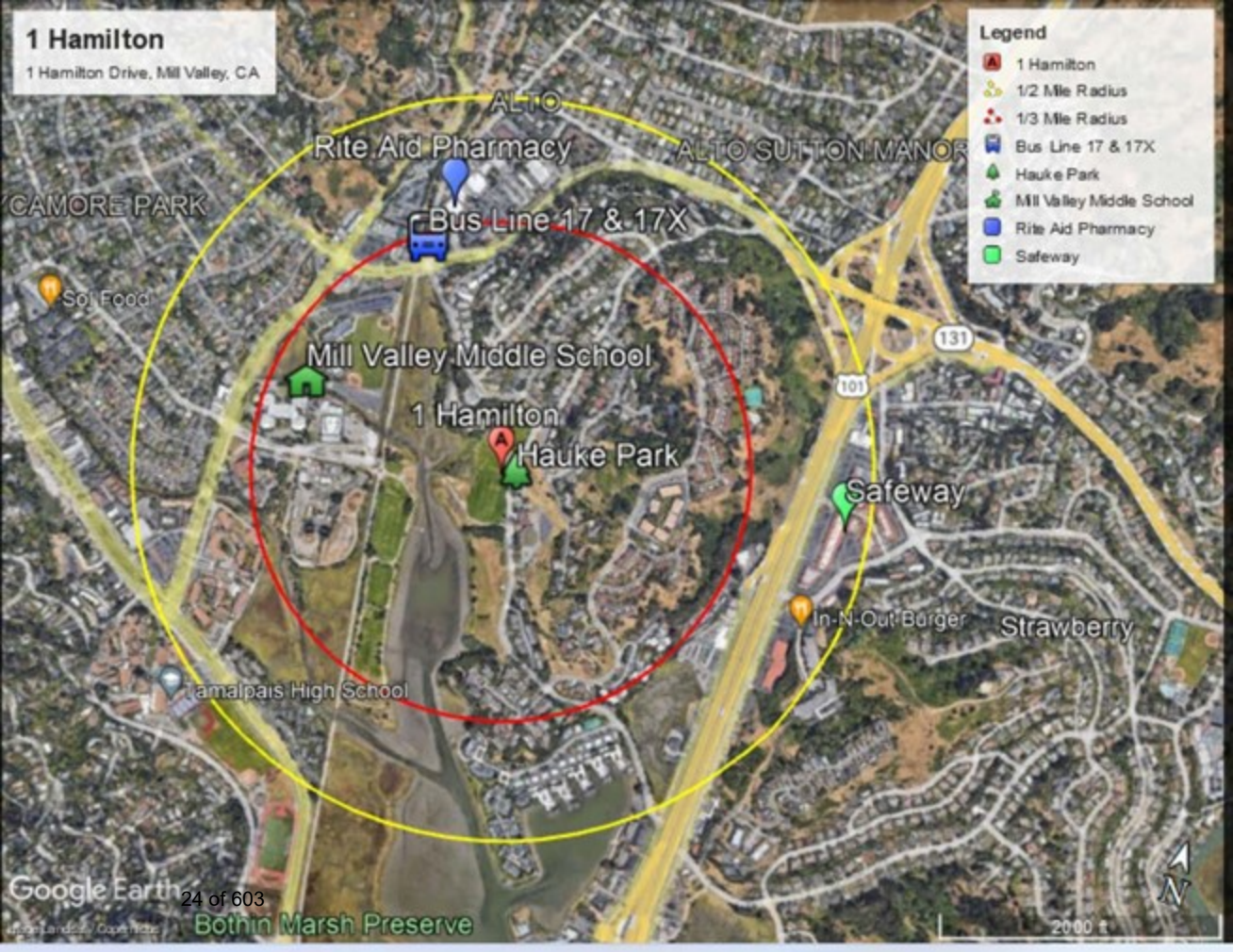
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

1 Hamilton

1 Hamilton Drive, Mill Valley, CA

Legend

-  1 Hamilton
-  1/2 Mile Radius
-  1/3 Mile Radius
-  Bus Line 17 & 17X
-  Hauke Park
-  Mill Valley Middle School
-  Rite Aid Pharmacy
-  Safeway



Affordable Housing Management & Development

EAH Housing

More than 50 years ago, EAH Housing was founded with the belief that attractive, affordable housing is the cornerstone to sustainable communities.



EAH HOUSING

A roof is just the beginning

CA Lic. 853495 | HI Lic. RB-16985

EAH Housing Overview



*The mission of **EAH Housing** is to expand the range of opportunities for all by developing, managing and promoting quality affordable housing and diverse communities.*

EAH Housing (EAH Inc.) is a 501(c)(3) not-for-profit organization, established in 1968. EAH was founded in response to the death of Dr. Martin Luther King, Jr. to address the housing needs of low income families, people with special needs, supportive housing, and older adults.

EAH is one of the oldest and most experienced nonprofit housing management and development organizations in the western United States. Established in Northern California, EAH Housing has long since expanded beyond the borders of its original home. Serving over 25,000 residents daily, EAH has grown to a staff of over 600 highly skilled and dedicated employees in 23 counties in California and Hawai'i. EAH continues to believe after 50 years of service that attractive affordable housing is the cornerstone to sustainable, healthy and livable communities.

Offices: San Rafael | Honolulu | Fresno | Los Angeles | Morgan Hill

▶ Creating Community

 **FOUNDED**
1968

RELATIONSHIPS WITH
87 municipalities
23 counties
IN CALIFORNIA & HAWAII

 **600+**
EMPLOYEES

▶ Developing Housing

106 properties
Over 8,400 units
Developed & Acquired

\$1.8+ billion
Active development

\$2.2+ billion
Developed housing

▶ Managing Properties

 **SERVING OVER**
25,000
RESIDENTS

 **222 properties**
OVER 13,000 UNITS

 **\$172+ million**
Annual Cash Management

Organizational Structure



It takes the talents of many dedicated team members to see the mission and vision of EAH Housing to fruition.



Advocacy and Outreach

For more than five decades, EAH Housing has been at the forefront of outreach and advocacy, hiring its first full-time staff person to work on community acceptance issues in 1977. Today, EAH continues this tradition through public presentations and lectures, voter registration, trainings, resource referrals, resident communications, and strategy discussions with government leaders (local, state and federal). EAH Housing is a member of numerous advocacy organizations from local grassroots groups, chambers of commerce and housing organizations, to state and national advocacy and professional organizations, to promote policies/projects that fund affordable housing and increase opportunities for our resident populations.

- Housing advocacy and outreach organizations - local, regional, state and federal
- Community building and regional affordable housing networks

Real Estate Development Experience

*Project Blessing
Kaka'ako, HI*



EAH Housing Real Estate Development Expertise

Experience. Working throughout California and Hawai'i, EAH Housing has developed and acquired over 8,400 units of affordable housing in 106 properties since 1968. These properties have an estimated aggregate development cost of over \$2.2 billion. Today, EAH has over 1,000 affordable homes under construction within 8 separate projects, and is advancing another 2,000+ homes within 23 separate projects through active predevelopment work. Our properties are extremely well-designed, and built to be sustainable and financially self-sufficient. Our management team assures a lifetime of care.

Our Real Estate Development team supports all phases of development services:

- Site Identification and Project Design
- Rehabilitation and Resident Relocation
- Community Outreach and Acceptance
- Financing: Predevelopment, Construction, Equity, and Mortgage Financing
- Regulatory Approvals, Entitlements, Zoning, Environmental Clearances
- Project Construction

Local Context. EAH Housing communities range from rural, low-density complexes in Northern California, to the 32-story Kukui Tower in Honolulu. They include homes for older adults, large and small families, veterans, persons with disabilities, student housing and affordable workforce housing. Each community fits local needs.

Track Record. The EAH Housing Real Estate Development Department has an award-winning track record, with half a century of real estate development experience in projects ranging from traditional to complex. EAH residential communities have received numerous awards for architectural design and commendations from legislators at the federal, state and local levels.

Regulatory Expertise. Across two states and numerous counties, the EAH team handles the specific needs of each municipality and follows through to ensure that new affordable housing communities are successfully built and that all requirements, including monitoring and reporting, are met.

Commitment. As a mission-driven housing non-profit, we are in it for the long term and work to prevent the loss of as many affordable units as we can. Every year, in addition to new construction and property management, EAH Housing completes approximately two to four property acquisitions or rehabilitations to prevent displacement of low income households and improve our current assets to preserve them as affordable in perpetuity.

Real Estate Development Experience

*Project Groundbreaking
Emeryville, CA*



Financing Sources

The EAH Housing Real Estate Development team utilizes a wide variety of federal, state and local financing programs and opportunities for the benefit of the project and its residents. EAH prides itself on being a leader in executing complex acquisition/rehabilitation and new construction transactions where HUD regulations governing an array of its financing programs are involved. Most of these developments involve the integration of HUD programs, state and local subsidy loan programs on the debt side, as well as 4% and 9% low income housing tax credits (LIHTC) to provide project equity. Many of these transactions also involve public housing authorities as providers of project based rental subsidies, as well as in the capacity of joint venture developers. The team has decades of experience with a variety of financing instruments and has developed and restructured projects under the following programs:

- 4% Tax Credits (LIHTC): Over 30 projects successfully built
- 9% Tax Credits (LIHTC): Over 20 projects successfully built
- Affordable Housing Program (AHP)
- Affordable Housing Sustainable Communities (AHSC) Program
- Community Development Block Grant (CDBG) Program
- Emergency Low Income Housing Preservation Act (ELIHPA)
- HOME Investment Partnerships Program
- Housing Opportunities for Persons with AIDS (HOPWA) Program
- HUD Flexible Subsidy Loan
- HUD Section 236, HUD Section 202, HUD Section 811
- HUD Section 8 Loan Management Set-Aside Program
- HUD Section 8 Project Based Voucher (PBV) Program
- Infill Infrastructure Grant (IIG) Program
- Low Income Housing Project Rehabilitation & Homeownership Program (LIHPRHA)
- Mental Health Services Act (MHSA)
- Multifamily Housing Program (MHP) of California HCD
- Tax Credit Assistance Program (TCAP)
- Veterans Housing & Homelessness Prevention (VHHP) Program
- And more

Among the law firms providing EAH with expert assistance in the structuring, execution and documentation of these transactions are the following:

- Bocarsly Emden Esmail Cowan & Arndt, LLP
- Goldfarb & Lipman, LLP
- Hoshiyama Associates, LLP
- Nixon Peabody, LLP
- Schneider Tanaka Radovich Andrew & Tanaka, LLLC (Stratlaw)

Real Estate Management Experience



Staff Training
EAH Housing

EAH Housing Property Management Expertise

EAH Housing understands that professional management of the physical asset, neighborhood relationships, local leadership and increasing resident quality of life is the key to a successful development. For us, a roof is just the beginning.

Local Context. EAH Housing has a distinctive property management model that incorporates customization based on location and population, excellence in resident services, ongoing employee training, and a reputation for conscientious site managers. Our management portfolio of 10,000 unit leases ranges from rural, low-density duplexes, to urban and suburban garden-style walk-ups, to a 32-story downtown tower. It includes apartment homes for older adults, large and small working families, veterans, persons with disabilities, students, and people transitioning from homelessness. Across its 50 year history, EAH has experience managing both its own properties and the portfolios of others, adopting them into the family of EAH properties to create local and regional support networks, encourage their impeccable upkeep, and integrate within local communities.

Management Model. The EAH Housing Real Estate Management team provides complete property management and asset management services, combined with a commitment to people. Ongoing training through **"EAH University"** ensures that staff are well-prepared to meet all resident needs.

- Proven expertise in Tax Credit programs & HUD compliance
- EAH core values drive our management style
- Trained teams at all levels of property management
- Budgeting and fiscal oversight
- Green operations & maintenance
- Customized management style
- Social return on investment
- Strengths-based, trauma-informed approaches

Financial Reporting. EAH Housing is highly regarded for the quality of its financial reporting and other regulatory work. EAH provides the financial status of each community on a consistent basis with in-depth, interactive descriptions personalized to each asset and client.

- Quarterly, bi-annual, and annual reports are prepared under the compliance guidelines of the housing program, and at the request of Owners or Boards.
- Monthly reports provided by the on-site management team offer insight into projects, accomplishments, and changes ongoing at each community.

EAH Housing is the recipient of multiple national awards and numerous commendations for exemplary property management from the United States Department of Housing and Urban Development (HUD), and from legislators on the federal, state and local levels. To see a list, please visit our website:

www.eahhousing.org/eah/awards-commendations

Real Estate Management Experience

Fresno, CA



Third-Party Clients. Our clients trust EAH to treat each property and each resident as a cherished member of the EAH family. We enjoy an excellent reputation with our residents through open lines of communication and a responsive management staff.

Commitment. As a mission-driven housing non-profit, we are in it for the long term and work to prevent the loss of as many affordable units as we can. Every year, in addition to ongoing property management and new construction, EAH Housing completes approximately two to four property acquisitions or rehabilitations to prevent displacement of low income households and improve current assets to preserve them for future generations.

Compliance and Regulatory Reporting

With over 50 years of real estate experience in developing, managing and operating affordable housing developments, EAH Housing has developed a robust compliance system to ensure all our properties meet with the myriad of financing requirements that relate to income-eligibility of our residents. Highly skilled professionals coupled with ongoing training, leads to consistent oversight of each EAH affordable housing community.

Expertise of the EAH compliance team extends to:

- Low Income Housing Tax Credit (LIHTC) regulatory environment
- Department of Housing and Urban Development (HUD) programs
 - Section 8 HAP Contracts/Housing Choice Vouchers (HCV)
 - Project-Based Vouchers (PBV)
 - HOME, CDBG, and other programs
- Local, state and federal laws and regulations in affordable multifamily housing development

The EAH Compliance Department provides compliance monitoring and training to all EAH staff, both on and off site, who are responsible for maintaining compliance, income verification and certification functions, monthly HUD payment voucher duties and all monthly and annual reporting for EAH properties. The EAH Compliance Director oversees a compliance team assigned to portfolio properties by region. Members of the compliance team:

- Monitor sites for regulatory and company policy compliance
- Evaluate projects and provide assistance to ensure managers are compliant
- Guide initial certifications upon new construction lease up
- Ensure compliance during property acquisition transitions
- Assist in annual recertifications

Real Estate Management Experience



Public Contractual Relationships

EAH Housing has well established relationships with private owners and developers and is also a contracted management partner of several publicly-owned properties:

- City and County of Honolulu
- Contra Costa Housing Authority
- County of Kauai
- Marin Housing Authority
- Oakland Housing Authority

Local Preference and Flexible Screening Procedures

In several instances, at the request of the ownership entity or local government, EAH Housing has assisted in the protocol and implementation of either flexible screening criteria or local preference point systems to screen in, rather than screen out, people living or working in the region surrounding the affordable housing property or members of a particular population. These properties are examples where those procedures have been implemented:

- Camellia Place - Dublin, CA
- Hamilton Meadows - Novato, CA
- Markham Plaza - San Jose, CA
- Point Reyes Family - Point Reyes Station, CA
- Willow Housing - Menlo Park, CA

Resident Services

StayWell! Program
San Jose, CA



StayWell! Resident Services

StayWell! is the EAH Housing resident services initiative, ensuring enrichment and quality of life for our residents whether youth, adults or seniors. The Resident Services team at EAH Housing focuses on helping residents access helpful and necessary resources to maximize their ability to maintain stable housing.



Our service philosophy is based on providing compassionate, individualized, voluntary services designed to help residents meet their own goals. Services are offered through a coordinated effort between an onsite resource coordinator, the Resident Services department, real estate management staff, community providers, and the residents themselves. This inclusive approach ensures cohesion, creativity, and overall quality of service delivery.

Health & Wellness. Various programs created by EAH Resource Coordinators promote engagement with the community, camaraderie between residents and support networks among local neighbors. Sample activities include: gardening groups, food pantries, community gatherings, and exercise clubs.

Financial Literacy & Workforce Readiness. EAH considers it a top priority to help residents secure and maintain their housing status. Residents benefit from services like financial counseling, credit counseling, fraud prevention, job skills training and money management workshops, which provide tools for financial well-being, particularly for families and individuals in transition.

Digital Literacy & Technology. Every new EAH development has common area internet access for residents and property-wide WiFi where possible. In the HUD western region, EAH was a pioneer with computer labs in affordable housing properties. Today, it is our goal to continuously bridge the digital divide for residents as technology becomes more vital to the functions of everyday life – from homework assignments and education, to communications, banking, bill paying, benefits and employment.

Development Showcase



► Family Community



CAMELLIA PLACE

76 units
5450 DeMarcus Blvd.
Dublin, CA 94568

ALAMEDA COUNTY

Camellia Place is a beautifully designed transit-oriented development (TOD) built as part of the master-planned, 91-acre Dublin Transit Center. The four-story apartment community surrounds an attractively landscaped garden courtyard with native plants and small trees, two play structures, and picnic and reading areas with pergolas for shade. Camellia Place is close to schools, restaurants, a public library and shopping.

► Special Needs Community



ARBOR COURT

60 units
4838 E. Laurel Avenue
Fresno, CA 93727

FRESNO COUNTY

Arbor Court is located in the southeast area of Fresno. This gated community is designed specifically for persons with physical disabilities and each unit is completely ADA compliant, offering safety, accessibility, convenience and community interaction in one setting. Features include a central landscaped courtyard and a community center with kitchen and internet access.

► Senior Community



RODEO GATEWAY

50 units
710 Willow Avenue
Rodeo, CA 94572

CONTRA COSTA COUNTY

Rodeo Gateway is located in the town of Rodeo in Contra Costa County. This apartment community for seniors sits amidst a beautifully landscaped courtyard with tree-lined walkways and seating areas. There is a community room with a built in BBQ nearby. A beautiful sun room with large windows and comfortable furniture provides a serene setting for reading or quiet conversations.

Innovative Projects Recently Developed



NORTHERN CALIFORNIA



Family

87 units

Estrella Vista

Emeryville, CA | Alameda County

- Construction started: **2017**
- Completed: **2020**
- Total Project Cost: **\$64,200,000**

Estrella Vista is an affordable rental community in Emeryville, CA, providing studios and one- through four-bedroom apartments for families in a 6-story mid-rise building. Located by the “star” intersection of San Pablo Avenue, W. MacArthur Boulevard, and Adeline Street, Estrella Vista is close to transit, shopping and local job centers.

The community have several indoor and outdoor common spaces for residents and utilizes sustainable sources of energy, including solar thermal generation and a photovoltaic (PV) system. The project is pursuing LEED Gold certification.

SOUTHERN CALIFORNIA



Family, PSH

50 units

The Pointe on Vermont

Los Angeles, CA | Los Angeles County

- Construction started: **2019**
- Completed: **2021**
- Total Project Cost: **\$25,000,000**

The Pointe on Vermont is a 50-unit affordable housing community in Los Angeles, CA, with 25 units of permanent supportive housing (PSH) for individuals experiencing homelessness or transitioning from homelessness. The other half of the units are for low income individuals and families, with one manager’s unit.

This services-enriched community serves as a local solution to a local issue, with an emphasis on housing homeless individuals from the area and funded in part by Measure HHH. On-site supportive services and property staff will be on hand to support residents.

HAWAII



Mix use

84 units

Ola Ka 'Ilima Artspace

Honolulu, HI | Honolulu County

- Construction started: **2018**
- Completed: **2019**
- Total Project Cost: **\$52,780,000**

Ola Ka 'Ilima Artspace in Honolulu, HI, includes 84 units of affordable live/work spaces for low-income artists and their families. Units include one-, two-, and three-bedroom apartments. Affordability of units range from 30%, 50% and 60% of area median income.

Residential units features high ceilings, large windows, durable surfaces, large doors and wide hallways to accommodate a variety of creative activities. Each of the residential units is larger than a typical affordable unit to allow for ample workspace. This building is multi-ethnic, multi-generational, and multi-disciplinary.

Leadership Team



Laura Hall

President & CEO
CA Lic. 01910456

Laura Hall has more than twenty five years of leadership experience, including real estate development – new construction and acquisition/rehabilitation, facilities management and client services. She is a source of expertise in strategic planning, contract negotiations and operations management.

- Over 20 years of high-level operational and management expertise
- Real Estate Broker's License in California
- Joined EAH Housing in 2008



Welton Jordan

Chief Real Estate Development Officer (CREDO)

Welton Jordan manages a team of real estate development professionals and oversees the EAH pipeline, which includes business development, property acquisition, rehabilitation and new construction activities in California and Hawaii.

- Over 10 years of experience in multifamily housing development, real estate finance and economics
- Certified Housing Development Finance Professional, National Development Council
- Joined EAH Housing 2013



Robert Schraeger

Senior Vice President Real Estate Management (REM)
CA Lic. 011393639

Robert Schraeger is responsible for the full portfolio of EAH-managed properties in California and Hawaii. With the Real Estate Development Department, he reviews potential sites, develops budgets, and implements plans for future staffing.

- Over 30 years of multi-state real estate management experience in several Vice President roles
- Real Estate Broker's Licenses in California and Washington
- Affordable Housing Management Association (AHMA), Board of Directors
- Joined EAH Housing in 2017

Leadership Team



CATHY MACY
Chief Financial Officer

Cathy Macy has over thirty years of accounting experience and is responsible for the complete financial data for all EAH Housing managed properties, corporate offices, and pre-development and development accounting.

- Over 30 years of high-level accounting experience
- Volunteers as Treasurer for Women's Cancer Awareness Group, headquartered in Petaluma, California
- Became Chief Financial Officer at EAH Housing in 2009
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MICHAEL FARREL
Vice President Operations

Michael Farrel has over forty years experience in real estate management contracts, appraisal, and asset management. Mr. Farrel currently oversees the daily operations of EAH Housing.

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- Board of Director for the Affordable Housing Management Association of Northern California
- Awardee of Pamela Stroud Lifetime Achievement Leadership Award by AHMA NCNH in 2011
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KAREN BELANGER
Senior Vice President Human Resources

Karen Belanger has over 20 years of experience in Human Resources, predominantly in the affordable housing industry. Ms. Belanger oversees a team responsible for developing and implementing human resources policies and programs encompassing compensation, benefits, performance management, training, employee relations, payroll, recruiting and retention.

- Over 20 years of experience in Human Resources
- Certified as a Professional in Human Resources (PHR)
- Joined EAH Housing in 1997

Key Staff



BRENDON BERGEN

*Vice President
Asset Management*

Brendon Bergen oversees the Asset Management Department and Compliance Team for EAH. He has an adaptable and thorough knowledge of finance and accounting with experience in commercial and multifamily residential property management. Brendon has served in leadership roles in affordable housing since 2011.

- Specialties in due diligence and public/private partnerships
- Eight years as financial analyst
- MBA John Carroll University
- Joined EAH Housing in 2019



DAVE EGAN

*Vice President
Real Estate Development and
Construction*

Dave Egan focuses on active communication with the seller, lender, and equity partners with coordination and supervision of the property management and construction teams. His facilitates project challenges beginning with the property acquisition process through occupancy stabilization and permanent loan closing.

- Over 30 years of experience within the market rate residential real estate development industry
- Real Estate Broker's License in California
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DENICE WINT

*Director
Real Estate Development (RED)*

Denice Wint is primarily responsible for the supervision of project management staff executing multi-million-dollar rental housing and other real estate development projects on behalf of EAH, and facilitating relationships with local financial and government partners.

- Over 10 years of experience in multifamily housing development, financial management, and economic development
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Kristin Taylor oversees all resident services initiatives, including resident advocacy, digital literacy, supportive services partnerships. Her team of resource coordinators, leads and managers encompasses staff at over 50 properties throughout California and Hawaii.

- Over 15 years of experience in social services, youth development, and program management
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- National Compliance Professional – Executive (NCP-e)
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EAH Housing Core Values

PASSION:

For our mission, our work, our residents, and our communities.

ETHICS:

- In our culture from one generation of employees to the next.
- In our relationships with partners, contractors and vendors.
- In our reputation with lenders, donors and public servants.

AMBITION:

- To fulfill our common vision by building excellent affordable housing.
- To serve a critical need in society today.
- To create social justice.

COLLABORATION:

With respect, integrity, openness, and encouragement in our team efforts.

EXCELLENCE:

- Developing and managing each property to ensure financial integrity, permanent affordability and architectural designs that enhance neighborhoods: EAH Housing communities are built to last.
- Each property is a source of pride and a testament to the dedication, creativity and talents of the whole team.
- Ensuring a high quality of life for our residents, a roof is just the beginning.

www.EAHHousing.org

Offices: San Rafael, Honolulu, Fresno, Los Angeles, Morgan Hill
CA Lic. 853495 | HI Lic. RB-16985



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EAH INC.

OFFICERS:

Linn Warren, Chair
Robert M. (Bob) Brown, Vice Chair
Paul Foster, Secretary/Treasurer

Laura Hall, Assistant Secretary and President & CEO
Cathy Macy, Assistant Secretary and CFO
Welton Jordan, Assistant Secretary and Chief Real Estate Development Officer
David Egan, Assistant Secretary and Vice President Real Estate Development

DIRECTORS:

Barney Deasy (2024)
Robert M. (Bob) Brown (2024)
Pat Cashman (2023)
Paul S. Foster (2023)
Jackson Nakasone (2022)
Joseph F. Walsh (2024)
Linn Warren (2024)
Lucien P. Wong (2024)

ADDRESS:

San Fransisco, CA
Novato, CA
Oakland, CA
Mill Valley, CA
Honolulu, HI
Lagunitas, CA
Aptos, CA
Honolulu, HI



1 HAMILTON DRIVE | BIRDSEYE VIEW: OPT A

MILL VALLEY, CA | FEBRUARY 13, 2023 | EAH HOUSING





I HAMILTON DRIVE | BIRDSEYE VIEW: OPT B

MILL VALLEY, CA | FEBRUARY 13, 2023 | EAH HOUSING





OPTION A



OPTION B

6

1 HAMILTON DRIVE | ELEVATIONS

MILL VALLEY, CA | FEBRUARY 13, 2023 | EAH HOUSING

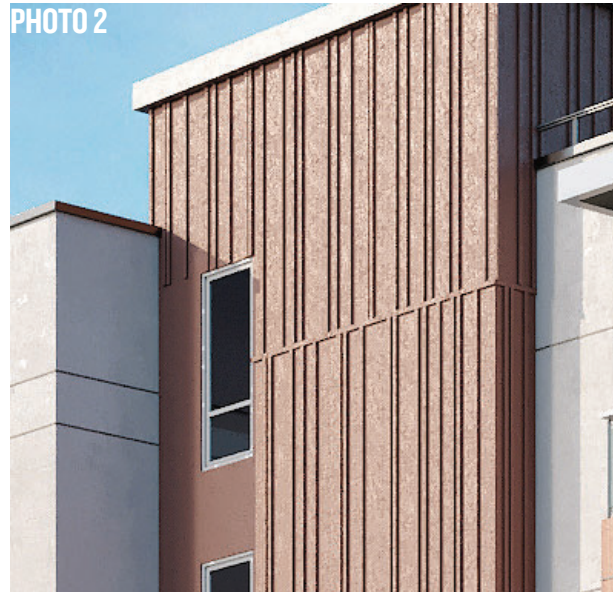




Combination of materials: Stucco, horizontal siding, vertical board & batten

PHOTO 4

Vertical board form concrete base



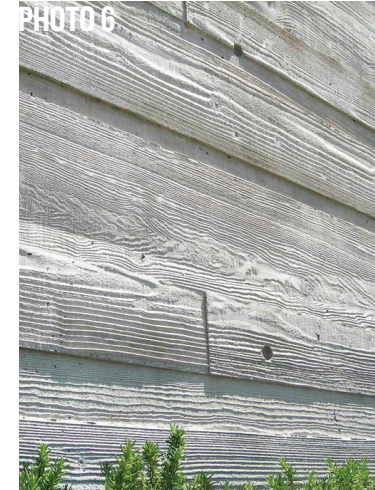
Board & Batten- Random spacing

Board form concrete



Board form concrete

PHOTO 6



Board form concrete

1 HAMILTON DRIVE | MATERIAL BOARD

MILL VALLEY, CA | FEBRUARY 13, 2023 | EAH HOUSING





Horizontal Siding over Board & Batten



Trellis



Stucco base



Trellis



Combination of materials:
Stucco base with siding above and accent material

Combination of materials:
Stucco base, horizontal siding, board & batten

I HAMILTON DRIVE | MATERIAL BOARD

MILL VALLEY, CA | FEBRUARY 13, 2023 | EAH HOUSING





HAMILTON DRIVE | CONCEPTUAL FLOOR PLANS: GROUND FLOOR

MILL VALLEY, CA | FEBRUARY 13, 2023 | EAH HOUSING





SITE AREA:
1.83 ACRES

MAIN
COURTYARD

HAMILTON DRIVE

(E) MILL VALLEY
FIRE STATION

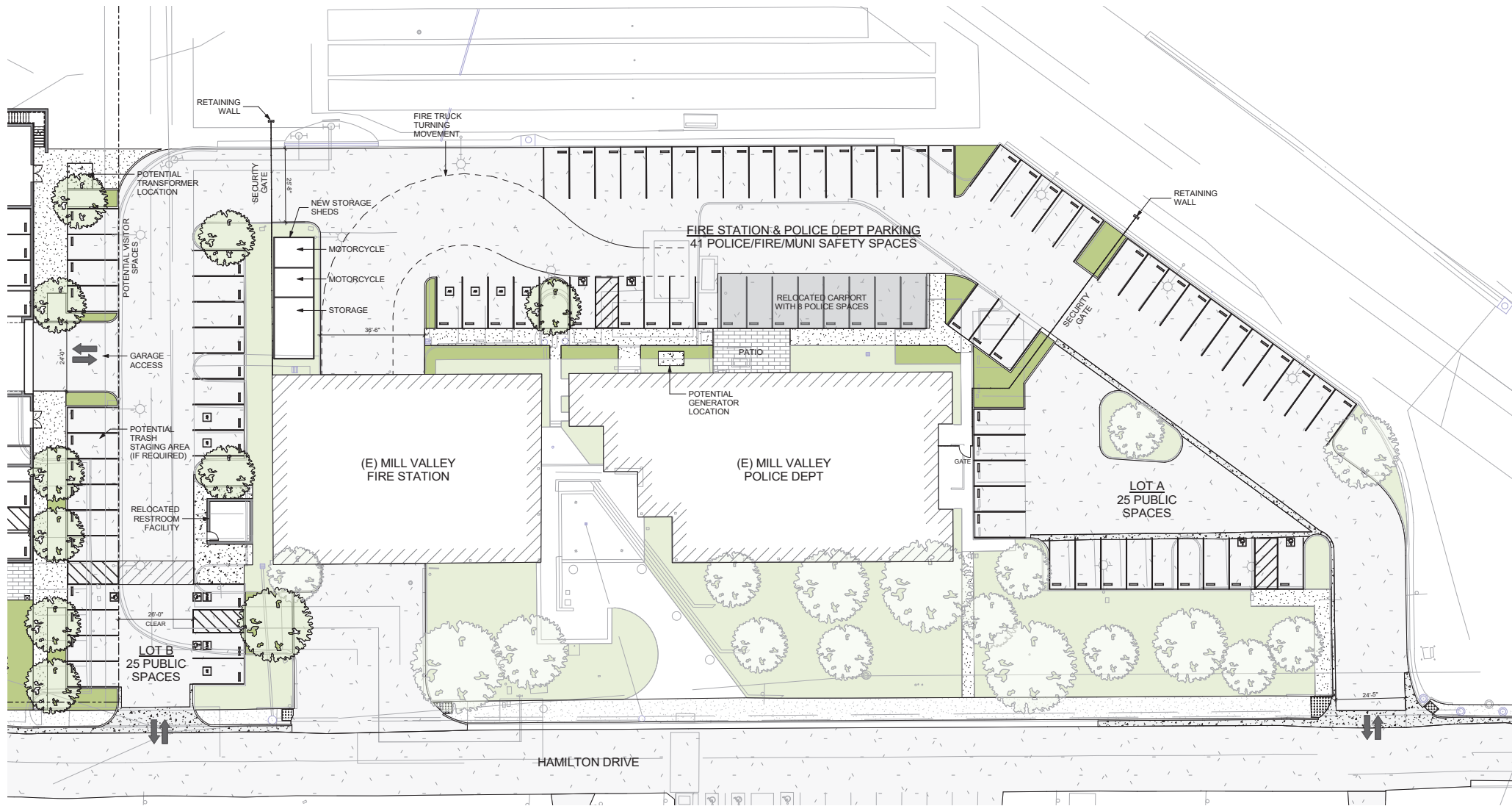
LOT B
25 PUBLIC
SPACES



1 HAMILTON DRIVE | CONCEPTUAL FLOOR PLANS: 2ND FLOOR

MILL VALLEY, CA | FEBRUARY 13, 2023 | EAH HOUSING





1 HAMILTON DRIVE | CONCEPTUAL FLOOR PLANS: FIRE STATION + POLICE DEPT SITE

MILL VALLEY, CA | FEBRUARY 13, 2023 | EAH HOUSING



Community Outreach & Engagement Plan

Re: 1 Hamilton Avenue, Mill Valley

Approved: February 7, 2022

Overview

EAH and Van Meters William Pollack (the development team) recognize that community participation is a critical component of the planning process. Providing the opportunity for public input encourages citizens to be invested in the future of their community. The public outreach and engagement plan describes how community members, project partners and stakeholders will be engaged throughout the planning and design process. The outreach and engagement plan serves as a guide for community involvement and is subject to change based on input received.

Approach

PHASE 1: Information Gathering

Identify key stakeholders and document neighborhood and community interests and concerns regarding the development of the 1 Hamilton site. This first phase usually consists of one community meeting to kick off the project, followed by small informal focus group meetings with community stakeholders.

The purpose of this phase is to assess the areas of community interest, and shape outreach materials accordingly.

PHASE 2: The Focused Community Outreach

Engage community residents and stakeholders to participate in design discussions, which include input and feedback on design concepts to refine the site plan and architectural details.

The goal of this phase is to obtain general consensus on a preferred site plan and schematic design concept which will be submitted to the City's for review and approval.

PHASE 3: Entitlement Package Submittal and Support

Provide on-going support to assist in the development review and approval process. Attend public hearings and document community support for the project.

PHASE 4: Ongoing Community Outreach

EAH Housing staff will continue to reach out to our neighbors long after project approval, from site development, construction, and through full occupancy. We pride ourselves on being an active and supportive partner in the communities where we develop and manage affordable housing. We consider our community outreach program as the first step in a long-term relationship between EAH and our neighbors.

Communication Methods

Our methods for communication are adaptive and flexible to reach the broadest segment of the population. Utilizing both analog and digital platforms, the development team will find the means to inform and engage the community in the development process. Dependent on Covid guidelines and community preference, some or all these methods can be utilized.

Analog

Direct Mail: will be sent to residents within a defined catchment. Information will include upcoming community meetings and opportunities to provide input on the proposed development and information on general project updates.

Door to Door: information on the development and events can be delivered on doorsteps. Our development team can visit local businesses, community centers, and churches to provide information on the future development.

Local Newspapers: ads can be placed in local newspapers to inform the community about upcoming meetings and provide general information on the future project and general development updates.

Community Events: the development team can attend local community events, such as street fairs, to engage and inform the community about the future project.

Small Focus Groups: the development team will meet with small local targeted groups, such as the immediate neighbors Friends of Hauke Park, Sustainable Mill Valley, etc. to discuss specific concerns or questions regarding the future development.

In-Person Community Meetings: the development team will have community meetings to publicly discuss the development process and the specific elements of the future development project.

Digital

Direct Email: will be sent to those that sign up for our email list. Information shared will include upcoming community meetings, opportunities to provide input on the proposed development (examples: surveys or planning meetings), and general project updates.

Project Website: will provide general information on the proposed development, including a site map, affordability information, project team and contacts, upcoming events, general development timeline, frequently asked questions, and the ability to sign-up for project updates.

Online Community Groups: information can be shared via local online community forums such as Nextdoor or local Facebook groups.

Online Community Meetings: the development team can have community meetings using an online platform to publicly discuss the development process and the specific elements of the future development project.

Planned Community Meetings

The meetings below are the general guide to the types of community meetings we will have and the projected timeline. Additional meetings can be added. More specifically, community meetings 2 & 3 can be an iterative process with multiple rounds of community input and reporting.

At all community meetings, there will be assigned note-takers to capture community comments. Questions and answers will be shared via the development webpage.

Community Meeting 1: Project and Team Introduction

When: March 2022

Location: Mill Valley Community Center (or online*)

Goal: Lay out existing site conditions and opportunities, introduce the project and project team, and collect community questions and concerns.

Format: Formal presentation followed by an open house with stations addressing specific topics

Description:

The project team will give a short formal presentation introducing themselves, the project, and the format for the open house. At each topic station, there will be a subject matter expert and a note-taker. Individuals will be encouraged to visit stations, ask questions and give feedback.

Information Stations:

1. Affordable Housing Overview- What is affordable housing, rents, incomes, and how households qualify for affordable housing.
2. Development timeline and process.
3. Replacement of current uses- parking and bathroom relocations options.
4. Design- views, massing, and site plan overview.
5. EAH property management and services.

*If online breakout rooms will be used in place of stations.

Focus Group Input: Small group meetings

When: Between Meetings 1 and 2

Location: Varies

Goal: Address specific concerns associated with site design and layout. Talk to direct neighbors and take suggestions for further view impact evaluations.

Format: Varies. May include online surveys or meetings on-site with the project team to discuss neighborhood concerns, led by the Architect, VMWP.

Description:

Information gathering to discuss the site layout, including affordable housing opportunities, concerns about view impacts, replacement parking, and circulation, and park restroom. The project team will document expressed concerns and take requests into design considerations.

Community Meeting 2: Initial Concepts

When: April 2022

Location: Mill Valley Community Center (or online*)

Goal: Present initial concept and collect community feedback

Format: A formal presentation followed by a design charrette.

Description:

The development team will present 2-3 concepts for site layout. For each of the concepts, the tradeoff will be presented regarding the number of homes created, parking, and massing. The team will also provide an initial overall replacement plan illustrating options for replacement parking and circulation and relocation of the park restroom. The community will then be asked to participate in a design charrette providing feedback on elements and suggestions for improvements.

The development team will collect all community comments and integrate, where feasible, into the next iteration of the design concept.

*If online breakout rooms will be used for virtual design charrette, with survey questions for design elements.

Community Meeting 3: Project Concept Update

When: June 2022

Location: Mill Valley Community Center (or online)

Goal: Layout the feedback received at the previous meeting and how those suggestions have been integrated into the updated project concepts to establish consensus for the project design concept.

Format: Formal presentation and question and answer session followed by an open house with stations addressing specific elements of the development.

Description:

The development team will present the consensus or preferred option with small sub-options for the development as well as for surrounding potential public improvements to parking and circulation and park restroom. Time will be taken to lay out how the design was arrived at based on the community input from the previous design charrette. Once the formal presentation is completed, community members will be given the opportunity to ask questions in an open forum.

After the open forum, community members will be invited to explore stations addressing specific elements of the project's development to ask questions, provide feedback, and provide solutions. Examples of stations that may be included are parking and traffic, site plan, and/or architectural design (style or optional styles) for the development.

*If online breakout rooms will be used in place of stations.

Community Meeting 4: Pre-Submittal Design

When: September 2022

Location: Mill Valley Community Center (or online)

Goal: Provide a final opportunity for community comment and prior to preparing entitlement package

Format: Formal presentation and open form question and answer session.

Description:

The development team will present the refined design, which is intended for submittal for design review and the zoning and general plan amendment process. It provides the community an opportunity to see the submitted proposal before the design review and provide final comments to the development team.

Ongoing Small Group Meetings

When: February to September 2022

Location: Various

Goal: Address specific concerns in small group settings to build consensus and support.

Format: Small group meetings in person or via an online platform.

Description:

The development team will continue to work with local organizations to inform and engage them in the development process for the future development at 1 Hamilton Drive.

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Eden Housing

Website URL

<https://edenhousing.org/>

DUNS

058211947

Mailing Address

22645 Grand Street
Hayward, California, 94541

Project Contact Name

Kate Blessing-Kawamura

Title

Associate Director of Real Estate Development

Email Address

kate.blessing-kawamura@edenhousing.org

Phone Number

(510) 329-5102

Executive Director Name

Linda Mandolini

Executive Director Email Address

LMandolini@edenhousing.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

Eden Housing is one of the oldest and most experienced affordable housing non-profit organizations in California. Our mission is to create and sustain high-quality affordable housing communities that advance equity and opportunity for all. Since our inception in 1968, Eden has worked in partnership with cities and local community partners to develop, acquire, or rehabilitate more than 12,000 affordable homes in 170 properties throughout California, and currently provides homes to a diverse population of more than 22,000 lower-income residents.

Eden works in 15 counties, including the County of Marin, where we own and operate The Fireside and Warner Creek. As a mission-driven non-profit, we serve low-income families, seniors, and people living with disabilities. Eden's work goes beyond building high quality buildings, as we strive to create strong communities for the residents who live in our housing and a permanently affordable, high-quality asset for the cities we partner with. Our vision is for everyone to have access to safe, decent, affordable housing. We believe that housing is a basic human necessity that is essential to everyday life and future success. We serve very low, low and moderate-income families, seniors, veterans, people living with physical, mental, or developmental disabilities, and the formerly homeless.

Under the Eden Housing umbrella, Eden Housing Management, Inc. (EHMI) provides quality onsite management and maintenance of our affordable homes, and Eden Housing Resident Services, Inc. (EHRSI) offers free onsite support services and programs for residents. In 2022, Eden Housing brought on John Stewart Company (JSCo) as the property management agent for several of its upcoming permanent supportive housing projects, including 3301 Kerner, to accommodate a growing pipeline.

Have there been any recent or upcoming leadership transitions?

Chief Operating Officer, Oyeshola ("Shola") Olatoye joined Eden in October of 2022. Shola previously served as director of Housing and Community Development for the City of Oakland. Under her leadership, Oakland's City Council approved HCD's two-year Strategic Action Plan, which focused the department's resources on protecting, preserving and producing affordable housing. During her tenure, the City of Oakland won six state Homekey awards resulting in more than 400 new permanent deeply affordable units. Shola also launched the city's federal \$48M Emergency Rental Assistance program and served more than 3,000 Oaklanders who needed immediate rent relief. She also secured the department's research relationship with Stanford University's Impact Lab, resulting in new \$50K impact grant to develop new technology for residents to access affordable rental housing.

A nationally recognized housing leader, Shola has also held executive and senior-level posts at Suffolk Construction, Enterprise Community Partners, HSBC Bank, and HR&A Advisors. In 2014, Mayor Bill de Blasio appointed her as Chair and CEO of the New York City Housing Authority, a role she held for four years. She conducts frequent speaking engagements, including as a panelist at Harvard's T.H. Chan School of Public Health, and was selected as one of four national Fellows for the UC Berkeley Turner Center for Housing Innovation in June 2021.

Shola is responsible for oversight of Property Operations (property management and resident services), Human Resources and Talent Development, and Business Technology.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

Eden Housing published a new Strategic Plan in 2020 that aims at the creation of 10,000 new homes in the next ten years. The four pillars of this strategic plan are: (1) Significantly increase housing for low-income Californians; (2) Support the stability and economic mobility of residents; (3) Embed commitment to racial, social and economic justice in all of our work; and (4) Invest in key

infrastructure to increase organizational agility and readiness for scale. As a part of its growth goals Eden plans to expand from a robust Northern California pipeline to a statewide development platform with the capacity to create more homes in high need communities.

If applicable, what is the organization’s standing with licensing or other accreditation authorities?

Eden and its related organizations are in compliance with any applicable licensing requirements.

How does your organization verify client income?

In general, Eden Housing uses the following procedure for determining resident eligibility and for certifying household income: (1) Each prospective resident shall complete an application form and return it to the Property Manager with signed permission for third party verification of income; (2) When an applicant's name nears the top of the waiting list, pertinent information will be confirmed as current and third-party verification letters are sent; (3) The manager shall conduct a personal interview with all members of the prospective household; (4) Third party verification forms will be used to compute income eligibility and a determination will be made concerning applicant household's ability to live harmoniously within the Project community; and (5) Previous landlord verification, credit checks, criminal checks and sex offender checks will be performed. Written notice will be sent advising applicants of their final eligibility status. These procedures may be revised for any units subject to Housing First policies.

General Project Information

Project Name

3301 Kerner

Project Address

3301 Kerner Blvd
San Rafael, California, 94901

Assessor’s Parcel Number (APN)

008-082-52

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

HTF/PLHA Amount Requested

\$1,000,000

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

The site is located at 3301 Kerner Boulevard in San Rafael. This project is an adaptive reuse development of a four-story office building to provide 41 units of permanent supportive housing (32 studio units, 8 one-bedroom units, and 1 two-bedroom unit). Located in the Canal neighborhood of San Rafael, this project will provide critically-needed permanent supportive housing and supportive services

for homeless or formerly homeless households with mental illness.

The development will be 100% permanent supportive housing with 14 units for households with severe mental illness at or below 20% AMI through the No Place Like Home Program (NPLH) and 26 units for households at or below 30% AMI who will move from permanent supportive housing at Voyager Carmel Center to 3301 Kerner once construction is complete. One unrestricted two-bedroom unit is set aside for an on-site property manager. Building amenities include: a courtyard, community room, conference room, and offices for case managers and a property manager. The residential floors include a laundry facility on the second floor and trash chutes on every floor.

As of the date of this funding application, the project team is preparing to close on its construction financing and start construction in the next couple of weeks. In the last week, the project team learned that the building structure as currently designed is in a floodplain and that the finished floor of the first-floor residential units will need to be raised. Our request for \$1,000,000 in additional County funding will directly offset these unanticipated costs.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

The County of Marin received a Project Homekey award from the State of California to purchase an office building located on a 1-acre site at 3301 Kerner Boulevard in San Rafael. Project Homekey is a State program using Federal CARES Act funding to purchase existing properties – intended in large part to target hotels, but also allows for creative re-use of other property types, including office buildings as proposed for Kerner. The County closed escrow on the building in December 2020 and engaged Homeward Bound to run a temporary homeless shelter at the site until fall 2022. Kerner Canal, L.P., a single purpose entity controlled by Eden Housing, Inc., entered into a Purchase and Sale Agreement with the County in January 2023.

The project team has secured multiple sources of other financing. These include: \$25.8M in California Housing Accelerator (CHA) funding instead of tax credits; \$4.9M in capital and a \$2.7M Capitalized Operating Subsidy Reserve through the No Place Like Home (NPLH) Program; an \$899,250 County loan funded by Permanent Local Housing Allocation (PLHA), Local Housing Trust Fund (LHTF), and corresponding matching funds from the Affordable Housing Fund; an \$850,000 City of San Rafael loan; a \$1.235M sponsor loan leveraging multiple grants (including a \$200,000 predevelopment grant from the County); accrued deferred interest from soft loans; and a \$19.6M 20-year operating subsidy from the County. The project is currently ineligible for project-based rental subsidy due to its location in a HUD-impacted census tract, which is why the County's ongoing support is essential to the project's viability.

The project team is preparing to close on its construction financing, acquire the property from the County, and start construction in the next couple of weeks. In the last week, the project team learned that the building structure as currently designed is in a floodplain and that the finished floor of the first-floor residential units will need to be raised to comply with local floodplain requirements for residential structures. Our request for \$1,000,000 in additional County funding will directly offset these unanticipated costs. The project team still intends to close and start construction in the next couple of weeks and incorporate much-needed additional funding into the project's capital stack post-closing.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

The building is in an ideal location within walking distance to public transportation, grocery stores, retail services, and recreation. The site has close connections to the Marin Transit bus transportation, and is within 0.5 miles of Cardenas Market, Pickleweed Park, and the Marin Health and Wellness Campus / Behavioral Health Clinic. The site's proximity to the Marin Health and Wellness Campus / Behavioral Health Clinic will allow residents housed under the NPLH program close access to supportive services.

The Marin Transit bus stop is a short 14 min ride to the San Rafael Transit Center which provides train and bus access to several destinations within Marin and Sonoma County as well as the larger Bay

Area. The station is a major transfer point for Sonoma-Marín Area Rail Transit (SMART) and bus routes in the North Bay, with connections to San Francisco, the East Bay, as well as airports. In addition to SMART, the station is also served by several regional and intercity bus operators which include Golden Gate Transit, Greyhound, Marin Transit, Sonoma County Transit, and Sonoma County Airport Express.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Flood zone

Notes or clarifying information on environmental issues:

As noted above, it has come to light very recently that the building is in a floodplain and that the first-floor residential units will need to be raised to comply with local floodplain requirements for residential structures. Our request for \$1,000,000 in additional County funding will directly offset these unanticipated costs.

Have you begun any state or federal environmental review procedures for the proposed project?

No

What is the anticipated timeline for the environmental review(s)?

Pursuant to Health and Safety Code section 50675.1.1, projects acquired through Project Homekey are exempt from CEQA. The project does not have any federal funding and therefore is not required to complete NEPA.

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Cory Hiraga, Project Developer, is leading the project management of this project and oversees the day-to-day responsibilities across all stages including entitlements, design, financing, and construction. Cory has experience providing project management, planning, and construction management for affordable housing new construction and acquisition/rehab projects. In addition to 3301 Kerner, he currently manages a 176-unit family project in Hayward, CA that has closed on its construction financing and is about to break ground.

Kate Blessing-Kawamura, Associate Director of Real Estate Development, is supervising this project and has managed new construction and preservation projects at various stages of development. Since joining Eden, she financed and begun construction of a 62-unit family project in San Leandro, CA; planned the substantial rehabilitation of a 200-unit, 10-acre project in Santa Rosa, CA; led a robust community engagement process and obtained entitlements for a 50-unit mixed use development in Palo Alto; and obtained entitlements and closed on the construction financing for a 176-unit family project in Hayward, CA.

Susie Criscimagna, Senior Director of Real Estate Development, is also supervising this project and is experienced with managing affordable housing projects in all stages of development. She supervises project management staff, providing training and guidance on affordable housing development. She has worked on the development of several other affordable housing projects with Eden Housing as a project manager or supervising staff, including a 66-unit development in Dublin, 130-unit development in Alameda, and 62-unit project in San Leandro.

Will the project involve hiring an external property management company?

Yes

Describe the property management company. Include the company name and the number of affordable housing sites and units that it currently manages.

Property management will be provided by The John Stewart Company. In 2022, Eden Housing brought on John Stewart Company (JSCo) as the property management agent for several of its upcoming permanent supportive housing projects to accommodate a growing pipeline. Founded in 1978 to provide high quality property management to affordable housing in the Bay Area, JSCo has developed into a full-service housing management, development, and consulting organization and is the largest affordable housing manager in California. JSCo has extensive permanent supportive housing management experience. The John Stewart Company currently manages 100+ PSH properties across the state of California within their portfolio of 450+ properties containing over 34,000 residential units.

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

The marketing and management of the project will ensure that occupancy shall be open to all persons regardless of race, color, ancestry, religion, national origin, sex, marital status, age, physical handicap, or other arbitrary factors. Affirmative marketing will be used to actively promote the goals of fair housing. The units will be marketed in a variety of local publications, online, and through major employers, local libraries, community centers, service organizations and schools. The marketing plan will include specific strategies for targeted outreach to minority populations and difficult to reach groups. Referrals will be accepted from Marin Coordinated Entry System and Marin Health and Human Services. All advertisements will include the prominent use of Equal Housing Opportunity logos, slogans and/or statements of intent to affirmatively market the units.

Annually, The John Stewart Company will analyze the race, ethnicity, and other categories of current tenants and the applicants on the waiting list to measure the success of our marketing efforts before starting its marketing. Thereafter, The John Stewart Company will annually review the affirmative marketing for 3301 Kerner to ensure that its marketing efforts are targeting the persons least likely to apply to ensure a balance of the applicants on the waiting list and the residents. The Compliance Manager will review the demographic data for the housing area to determine if the housing area must be extended to ensure that The John Stewart Company is conducting outreach to under-represented populations before doing any future marketing.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

Describe any past community engagement activities for this project, and future plans for community engagement.

In July 2021 a mural was unveiled by the Canal Arts Initiative on the 3301 Kerner building as a welcome sign to the Canal neighborhood of San Rafael. Eden intends to preserve the mural and engage with the Canal Art Initiative on the possibility of commissioning another mural on the building. It is our hope that the Kerner building not only provides permanent supportive housing but also supports the community in which the building is located.

Eden also intends to hold multiple community meetings with neighbors, community organizations, and

the business community during construction, lease-up, and operation of the property. We have already engaged with community organizations such as Resilient Shore and the Canal Alliance. Eden is invested in this project and in the Canal neighborhood of San Rafael and its many stakeholders.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio	32					32
1 bed	8					8
2 bed					1	1
3 bed						0
4 bed						0
Other						0
TOTAL UNITS	40	0	0	0	1	41

Notes or clarifying information on the unit count:

Per near-final draft PLHA/AHF loan docs as of the date of this application, the County intends to restrict 40 units at Extremely Low Income. The two-bedroom manager's unit will be unrestricted.

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization's purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The "Total" column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Similar existing Marin complex

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	77	
Black/African American	8	
Asian	15	
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		

	Total Number of Persons	Persons Identifying as Hispanic/Latino
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed	8	8
TOTAL (Unduplicated)	108	8

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

17

Female-headed households

61

Households that include person(s) with a disability

13

Notes or clarifying information on demographics:

This is aggregated demographic data from two Eden properties in Marin County from 2022.

The Race/Ethnicity fields above do not directly align with the data fields from our records. See below.

Race/Ethnicity

White 77
 Latinx 8
 Black 8
 API 15
 Total 108

Project Planning

Select the current phase of the proposed project.

Building

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

Appraisal

Monday, April 4, 2022

Written Offer

Monday, January 1, 1900

Purchase Option Agreement Signed

Tuesday, January 10, 2023

Inspections

Monday, January 1, 1900

Negotiations

Monday, January 1, 1900

Closing

Thursday, March 30, 2023

Explain any additional milestones for Acquisition Projects below:

The project team is preparing to close on its construction financing, acquire the property from the County, and start construction in the next couple of weeks.

For fields that are not applicable to the project, I used this date: January 1, 1990.

For new construction and/or rehabilitation projects:**Define scope of work/finish design**

Friday, December 9, 2022

Complete planning and environmental review

Monday, January 1, 1900

Release bid package

Sunday, January 15, 2023

Select contractor

Tuesday, February 1, 2022

Finalize contract

Friday, March 24, 2023

Obtain building permits

Monday, April 3, 2023

Start construction

Monday, April 3, 2023

Complete construction

Sunday, September 1, 2024

Explain any additional milestones for New and/or Rehabilitation Projects below:

The project team is preparing to close on its construction financing, acquire the property from the County, and start construction in the next couple of weeks. The building permit will be issued immediately after closing.

For fields that are not applicable to the project, I used this date: January 1, 1990.

Will you be seeking Project Based Section 8 Vouchers for this project?

No

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Kerner Canal, L.P., a single purpose entity controlled by Eden Housing, Inc., entered into a Purchase and Sale Agreement with the County in January 2023. The project anticipates closing on its construction financing and acquiring the property from the County in the coming weeks.

Expanding on the Scope of Work, please describe the rehabilitation that is proposed for the property and how it will address specific conditions (i.e., replacement needs, deferred maintenance, existing building violations, required seismic upgrades, building or health code problems). Please describe any other existing rehabilitation needs that are not included in the project scope and explain their exclusion.

The redesign includes utility upgrades and site improvements including accessible parking and paths of travel and localized grading and drainage as deemed necessary. The patio courtyard will be redeveloped and a portion of the landscape will be replaced or new planting designed and coordinated with existing irrigation. A portion of the top level of the parking garage will be designed as an outdoor open space and gardening area.

The redesign will also include structural upgrades to the building and new construction to the extent required by the City of San Rafael. The mechanical, electrical, and plumbing (MEP) systems will be redesigned for the new residential building program to residential type V- 1hr codes and sprinkler and Emergency Systems Specifications. The MEP system required upgrades will be integrated into the existing building systems.

As noted above, it has come to light very recently that the building is in a floodplain and that the first-floor residential units will need to be raised to comply with local floodplain requirements for residential structures. Our request for \$1,000,000 in additional County funding will directly offset these unanticipated costs.

Describe the accessibility of the building. Do you plan to make accessibility improvements?

The Project will comply with the Tier 2 California Housing Accelerator Program Guidelines, most recently amended August 31, 2022. Under these Housing Accelerator Guidelines, adaptive reuse projects are considered rehabilitation projects. As noted above, site improvements include improvements to accessible parking and paths of travel.

How will the rehabilitation be staged to minimize risk and inconvenience to the residents? If certain systems or parts of residents' units will be temporarily inoperable or unusable (e.g., kitchen or bathroom) during construction, what is the estimated duration of such interruptions? What mitigations will you provide?

Not applicable. There are no current residents of the building.

Describe in detail any temporary relocation of existing tenants at the site due to proposed rehab activities. Explain why relocation is needed and provide the estimated duration and number of impacted tenants. If known, identify which laws (local, state, federal) must be followed in carrying out the relocation.

Not applicable. There are no existing tenants.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

California Housing Accelerator (CHA) - \$25,824,201 - Committed
NPLH - \$4,981,492 - Committed
Marin County (PLHA + LHTF+ AHF) - Existing - \$899,250 - Committed
City of San Rafael (AHTF) - \$850,000 - Committed
Sponsor Loan (HPN + MCF + County) - \$1,235,000 - Committed
Accrued Interest on Committed Soft Loans - \$78,325 - Committed
Marin County (PLHA + AHF) - Requested - \$1,000,000 - Applied For
Accrued Interest on Marin County (PLHA + AHF) - Requested - \$37,918 - Applied For

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

All of the sources above have been committed to the project, with the exception of the \$1,000,000 in additional County funding requested and associated accrued interest.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

The project is considering approaching other funders, such as the Marin Community Foundation, for additional funding.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

Acquisition Costs: Based off of actual anticipated closing costs for our upcoming closing.

Hard Costs: Based off of hard bids from our contractor and subcontractors.

Soft Costs: Based off of actual predevelopment costs already incurred, invoices for impact and permit fees, and anticipated costs for our upcoming closing.

Costs of issuance/financing fees: Based off of actual and estimated fees for our upcoming closing.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

The project has \$899,250 in PLHA, LHTF, and AHF soft loan debt from the County of Marin committed. In addition, the County of Marin provided a \$200,000 predevelopment grant to Eden Housing for this project, which is being structured as a larger sponsor loan for the project. These committed funds have reduced the accrued predevelopment interest expense for the project and provided indispensable soft financing to get us to construction closing.

Does your organization have unspent funds that were previously awarded by the County (for any project)?











Yes

What is your timeline for expending the fund balance?

The funds outlined above will be expended at our construction closing in the coming weeks.

Attachments

Please closely review the **Notice of Funding Availability (NOFA)** for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: "2023-24 [Document Name] for [Organization Name]- [Project Name]."

 2023-2024 Board for Eden - 3... .pdf	 2023-2024 Budget for Eden -pdf
 2023-2024 Const S&U for Ede...pdf	 2023-2024 FS (19-20) for Ede...pdf
 2023-2024 FS (20-21) for Ede...pdf	 2023-2024 IRS Exempt for Ed... .pdf
 2023-2024 Op Budget and Ca...pdf	 2023-2024 Perm S&U for Ede... .pdf
 2023-2024 Project Schedulexlsx	 2023-2024 Site Control for Ed...pdf

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Kate Blessing-Kawamura

Title of Person Completing this Application

Associate Director of Real Estate Development

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

Base Scenario			
	<i>Units Managed / Added</i>	<i>Units Added</i>	<i>Units Added</i>
	9,365	9,560	9,682
EDEN HOUSING	195	122	161
2023 CORPORATE BUDGET			
CASH BASIS	2023 Budget	2024 Projections	2025 Projections
Developer Fee	17,679,187	12,594,361	15,077,873
Service Program Fees	6,410,048	6,602,349	6,800,420
Property Management & Services Fee	12,120,196	12,547,033	13,030,491
Asset Management Fees	1,943,719	1,999,564	1,999,564
Affiliate Loans-Notes Receivables	4,840,759	4,616,969	4,473,934
Distributable Cash From Properties	2,443,739	4,659,247	4,659,247
Portfolio Distributions	9,228,217	11,275,780	11,132,745
Grants & Contributions	1,466,490	1,226,490	1,226,490
Dividend & Interest Income	934,538	934,000	934,000
Investment Gains (Losses)	(915,000)	-	-
Other Income	1,486,028	2,160,490	2,160,490
Total Cash Revenue	\$ 46,923,676	\$ 45,180,013	\$ 48,202,019
Payroll Expense	29,180,078	30,960,860	32,783,544
	68%	68%	69%
Operating Expenses	7,172,373	7,453,256	7,685,853
Service Program Expenses	6,466,342	6,602,349	6,800,420
Service Program Expenses			
Office Improvements	9,500	9,975	10,474
Debt Service	137,912	164,831	130,625
MGP Expenses	208,003	208,003	208,003
Other Expenses	355,414	382,808	349,101
Total Cash Expenses	43,174,208	45,399,273	47,618,918
Net Cash Income, Recurring	\$ 3,749,468	\$ (219,260)	\$ 583,101

Kerner Street

Base Year Income & Expense

INCOME		
Scheduled Gross Income - Residential		189,600
Total Gross Rental Subsidy Income - Marin County Carmel Units		156,000
Total Operating Subsidy Income - NPLH COSR		133,825
Vacancy Loss - Residential	10.0%	(18,960)
Vacancy Loss - Marin County Carmel Units	10.0%	(15,600)
EFFECTIVE GROSS INCOME		444,865
EXPENSES - RESIDENTIAL		
Administrative		
Advertising	500	
Legal	5,000	
Accounting/Audit	15,491	
Security	245,400	
Other: Misc. Admin	25,540	
Total Administrative		291,931
Management Fee		36,900
Utilities		
Electricity	16,500	
Water/Sewer	51,700	
Total Utilities		68,200
Payroll/Payroll Taxes		
On-Site Manager/Office Admin	126,220	
Maintenance Payroll	53,500	
Payroll Taxes/Benefits	61,441	
Total Payroll/Payroll Taxes		241,161
Insurance		97,024
Maintenance		
Painting	1,700	
Repairs	17,100	
Trash Removal	19,000	
Exterminating	4,500	
Grounds	9,000	
Elevator	8,000	
janitorial contract/supplies/uniforms	33,790	
Total Maintenance		93,090
Other		
Misc. Tax/License	2,850	
Total Other		2,850
Resident Services		
Tenant Services	121,484	
Total Resident Services		121,484
Replacement Reserve		20,500
Real Estate Taxes		1,000
TOTAL EXPENSES - RESIDENTIAL		974,140
<i>Per Unit Per Annum (incl. Reserves)</i>	23,760	
<i>Per Unit Per Annum (w/o taxes/res/svc)</i>	20,272	
<i>TCAC Minimum (w/o taxes/res/svc)</i>	5,500	
TOTAL EXPENSES - COMMERCIAL		0
NET AVAILABLE INCOME		(529,275)
Less: Mandatory Annual HCD Payment (Grossed Up for DSCR Factor)	1.00	(20,922)
Operating Subsidy Income - Marin Co OpEx Subsidy		530,575
ADJUSTED NET AVAILABLE INCOME: TOTAL		(19,622)
ADJUSTED NET AVAILABLE INCOME: NET OF OP SUBSIDY		(824,422)
Debt Service Coverage Ratio		1.00
AVAILABLE FOR DEBT SERVICE (NET OF OP SUBSIDY)		(824,422)
AVAILABLE FOR DEBT SERVICE (OP SUBSIDY OVERHANG)		804,800
NET AVAILABLE INCOME AFTER SENIOR DEBT SERVICE		(19,622)

Note: 3301 Kerner's income and operating expenses are designed to break even. The annual operating subsidy from the County of Marin is sized to offset the operating deficit resulting from the deeply affordable units each year. Please see the subsidy and net cash flow amounts on the "Cash Flow" page for more precise estimates of these numbers, which change from year to year.

SOURCES OF FUNDS - PERMANENT

	AMOUNT	TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS
					<i>Total Permanent Debt:</i>
NPLH	4,981,492	3.000%	1.903%	55.0	<i>Per Unit: 121,500</i>
City of San Rafael HTF Loan	850,000	3.000%	1.788%	55.0	<i>Per Unit: 20,732</i>
Accrued Deferred Interest - City of San R	22,309				
Sponsor Loan (HPN/MCF/County)	1,235,000	3.000%	1.788%	55.0	<i>Per Unit: 30,122</i>
Accrued Deferred Interest - Sponsor Loan	32,414				
Marin County Loan (PLHA/AHF/LHTF)	899,250	3.000%	1.788%	55.0	<i>Per Unit: 21,933</i>
Accrued Deferred Interest - Marin County	23,602				
Addl Marin Co Funds (requested)	1,000,000	3.000%	1.788%	55.0	<i>Per Unit: 24,390</i>
Accrued Deferred Interest - Addl Marin Co	37,918				
HCD - CA Housing Accelerator Pgm Loan	<u>25,824,201</u>	0.000%	0.000%	20.0	<i>Per Unit: 629,859</i>
TOTAL SOURCES	34,906,185				
<i>Surplus/(Shortfall)</i>	<i>(0)</i>				

PERMANENT LOAN INTEREST RATE	TRANCHE A	TRANCHE B	INVESTOR EQUITY STACK	OTHER ASSUMPTIONS
Base Rate	3.800%	4.830%		
Cushion	1.000%	0.000%	LIHTC Equity (Federal+Sta)	0 Current AFR: 2.14%
MIP	0.000%	0.000%	Historic Tax Credit	0 AFR Month: 3/1/22
GNMA/Servicing	0.000%	0.000%	Investment Tax Credit (Sol)	0 AFR Cushion: 0.75%
Issuer	0.050%	0.050%	Subtotal LP Equity	0 Total U/W AFR: 2.89%
Trustee	0.000%	0.000%		
Rating	0.000%	0.000%	CA Certificated Credit Sale	0
Remarketing	0.000%	0.000%	Total Investor Equity	0
Rebate Analyst	0.000%	0.000%		
Total	4.850%	4.880%		

SOURCES OF FUNDS - CONSTRUCTION

	AMOUNT	INTEREST RATE	TERM (Mos.)	COMMENTS
Conventional Construction Loan	28,832,404	8.226%	25	
City of San Rafael HTF Loan	850,000	3.000%	25	
Accrued Deferred Interest - City of San R	22,309			
Sponsor Loan (HPN/MCF/County)	1,235,000	3.000%	25	
Accrued Deferred Interest - Sponsor Loan	32,414			
Marin County Loan (PLHA/AHF/LHTF)	899,250	3.000%	25	
Accrued Deferred Interest - Marin County	23,602			
Addl Marin Co Funds (requested)	1,000,000	3.000%	25	
Accrued Deferred Interest - Addl Marin Co	37,918			
Donated Land	0			
Costs Deferred Until Conversion	<u>1,973,290</u>			<i>See page 2 - right column</i>
TOTAL SOURCES	34,906,185			
<i>Surplus/(Shortfall)</i>	<i>0</i>			
Sources Less Deferred To Conversion:	32,932,896			<i>Syndication Costs 89,670</i> <i>Net Equity for TCAC (89,670)</i> <i>Less Costs Deferred to Conv. 34,906,185</i>

CONSTRUCTION LOAN INTEREST RATE	CONSTRUCTION LOAN VALUATION	TAX-EXEMPT BOND DATA
1 mo term		
Index Type: SOFR	Restricted NOI	530,575
Current Index: 4.78%	OAR	5.00%
Spread: 2.20%	FMV per NOI	10,611,503
Base Interest Rate (not including cushion)	Agg. Credit Value @ 0.00	0
Cushion - Total 1.25%	Perm-Only Soft Debt	<u>30,805,693</u>
Interest Rate (All-In) 8.23%	Total Value	41,417,196
	LTV:	80.00%
*Cushion includes 1% Bank Underwriting		CDLAC Per-Unit Limit
Cushion and 0.25% cushion to close	Max. Const. Loan Amount	33,133,757
	Commitment Amount	TBD
		CDLAC 55% Limit
		17,516,742

Kerner Street

Uses of Funds

	Res Cost:		100.00%		COST ALLOCATIONS						LIHTC ELIGIBLE BASIS		OTHER BASIS & COST ALLOCATIONS			
	Res Sq Foot:		100.00%		Assuming 266 Election? Yes											
					Depreciable											
	TOTAL	Per Unit	Total Residential	Total Non-Residential	Non-Depreciable	Residential	Non-Resid.	Expensed	Amortized	Constr./Rehab	Acquisition	Deferred to Completion or Perm Conv.	Land/Basis for 50% Test	Historic Rehab Tax Credit Basis	ITC Tax Credit Basis (Solar PV)	
ACQUISITION COSTS																
<i>Total Purchase Price - Real Estate:</i>																
0																
Title/Recording/Escrow - Acquisition	30,000	732	30,000	0	30,000	0	0			0	0	30,000				
Legal - Acquisition	20,000	488	20,000	0	20,000	0	0			0	0	20,000				
Other Acquisition Costs/Transfer Tax	22,010	537	22,010	0	22,010	0	0		0	0	0	22,010				
HARD COSTS																
Total Construction Contract:																
21,754,090																
NEW CONSTRUCTION																
Hard Costs-Unit Construction	18,766,975	457,731	18,766,975	0	18,766,975	0			18,766,975		0	18,766,975	18,766,975			
GC - General Conditions	1,223,941	29,852	1,223,941	0	1,223,941	0			1,223,941		0	1,223,941	1,223,941			
GC - Overhead & Profit	968,047	23,611	968,047	0	968,047	0			968,047		0	968,047	968,047			
GC - Insurance	406,580	9,917	406,580	0	406,580	0			406,580		0	406,580	406,580			
GC - Bond Premium	124,413	3,034	124,413	0	124,413	0			124,413		0	124,413	124,413			
Contingency - Escalation (GC)	264,134	6,442	264,134	0	264,134	0			264,134		0	264,134	264,134			
Contingency - Owner's Construction	2,175,409	53,059	2,175,409	0	2,175,409	0			2,175,409		0	2,175,409	2,175,409			
REHAB																
SOFT COSTS																
Architecture - Design	931,481	22,719	931,481	0	931,481	0			931,481		0	931,481	931,481		0	
Design/Engineering	74,000	1,805	74,000	0	74,000	0			74,000		0	74,000	74,000		0	
Phase III/Toxics Report	44,000	1,073	44,000	0	44,000	0			44,000		0	44,000	44,000		0	
Special Inspections/Testing	85,000	2,073	85,000	0	85,000	0			85,000		0	85,000	85,000		0	
Prevailing Wage Monitor	72,000	1,756	72,000	0	72,000	0			72,000		0	72,000	72,000		0	
Owner's Rep / Construction Supervision	126,000	3,073	126,000	0	126,000	0			126,000		0	126,000	126,000		0	
Consultant: Asbestos Monitoring	4,000	98	4,000	0	4,000	0			4,000		0	4,000	4,000		0	
Local Development Impact Fees	818,111	19,954	818,111	0	818,111	0			818,111		0	818,111	818,111		0	
Local Permits/Fees	102,124	2,491	102,124	0	102,124	0			102,124		0	102,124	102,124		0	
Real Estate Taxes During Const	16,174	394	16,174	0	16,174	0		0	16,174		0	16,174	16,174		0	
Insurance During Const	800,000	19,512	800,000	0	800,000	0			800,000		0	800,000	800,000		0	
Appraisal	5,500	134	5,500	0	5,500	0			5,500		0	5,500	5,500		0	
Market/Rent Comp Study	11,000	268	11,000	0	11,000	0		11,000	0		0	0	0		0	
Soft Cost - Soft Lenders Fees & Expenses	10,000	244	10,000	0	10,000	0			10,000		0	10,000	10,000		0	
Soft Cost Contingency	361,881	8,826	361,881	0	361,881	0			361,881		0	361,881	361,881		0	
Predev. Loan Interest/Fees	2,000	49	2,000	0	2,000	0		2,000	0	0	0	0	0		0	
Construction Loan Interest	3,429,352	83,643	3,429,352	0	1,848,095	0	1,581,257		1,848,095	0	0	1,848,095	1,848,095		0	
Accrued Interest - City of San Rafael HTF Loan	22,309	544	22,309	0	11,982	0	10,327		11,982	0	0	11,982	11,982		0	
Accrued Interest - Sponsor Loan (HPN/MCF/C)	32,414	791	32,414	0	17,409	0	15,004		17,409	0	0	17,409	17,409		0	
Accrued Interest - Marin County Loan (PLHA/A)	23,602	576	23,602	0	12,676	0	10,925		12,676	0	0	12,676	12,676		0	
Accrued Interest - Addl Marin Co Funds (request)	37,918	925	37,918	0	25,630	0	12,288		25,630	0	0	25,630	25,630		0	
Lender Fees - HCD - CA Housing Accelerator f	40,000	976	40,000	0	0	0	0	40,000	0	0	0	0	0		0	
Title/Recording/Escrow - Construction	59,996	1,463	59,996	0	59,996	0			59,996		0	59,996	59,996		0	
Title/Recording/Escrow - Permanent	15,000	366	15,000	0	0	0		15,000	0	15,000	0	0	0		0	
Legal (Owner): Construction Closing	50,000	1,220	50,000	0	50,000	0			50,000		0	50,000	50,000		0	
Permanent Closing	20,000	488	20,000	0	0	0		20,000	0	20,000	0	0	0		0	
Organization of Ptntshp	6,670	163	6,670	0	0	0		6,670	0	0	0	0	0		0	
Syndication Consulting/Consulting	63,000	1,537	63,000	0	63,000	0			0	2,500	0	0	0		0	
Audit/Cost Certification	20,000	488	20,000	0	0	0	20,000		0	0	0	0	0		0	
Marketing	64,755	1,579	64,755	0	0	0	64,755		0	0	0	0	0		0	
Furnishings Not in Contract	220,000	5,366	220,000	0	0	220,000	0		220,000		0	0	0		0	
Capitalized Replacement Reserve	41,000	1,000	41,000	0	41,000	0			0	41,000	0	0	0		0	
Capitalized Operating Reserve (6 mos.)	497,531	12,135	497,531	0	497,531	0			497,531		0	497,531	497,531		0	
Capitalized NPLH COSR Transition Reserve	133,825	3,264	133,825	0	133,825	0			133,825		0	133,825	133,825		0	
Marin Co Subsidy - HCD TR Fee	146,623	3,576	146,623	0	146,623	0			146,623		0	146,623	146,623		0	
Developer Fee	2,200,000	53,659	2,200,000	0	2,200,000	0			2,200,000	0	1,100,000	2,200,000	2,200,000		-	
COSTS OF ISSUANCE/FINANCING FEES																
Construction Lender Origination Fee	187,411	4,571	187,411	0	100,997	0		86,414	100,997	0	0	100,997	100,997		0	
Construction Lender Expenses	60,000	1,463	60,000	0	32,334	0		27,666	32,334	0	0	32,334	32,334		0	
Construction Lender Counsel	70,000	1,707	70,000	0	37,723	0		32,277	37,723	0	0	37,723	37,723		0	
Subtotal - Financing/Costs of Issuance	317,411	7,742	317,411	0	0	171,054	0	0	146,356	171,054	0	0	171,054	171,054	0	
TOTAL DEVELOPMENT COSTS																
TDC Per Unit	34,906,185	851,370	34,906,185	0	953,990	31,996,613	0	1,716,557	239,026	31,996,613	0	1,973,290	31,848,623	31,776,613	0	
TDC Net of accrued interest:	851,370	100.00%														
TDC Net of accrued interest:	34,749,943															
TDC TCAC	34,816,515		34,816,515													

SOURCES OF FUNDS - PERMANENT

	AMOUNT	TOTAL INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS
					<i>Total Permanent Debt:</i>
NPLH	4,981,492	3.000%	1.903%	55.0	<i>Per Unit: 121,500</i>
City of San Rafael HTF Loan	850,000	3.000%	1.788%	55.0	<i>Per Unit: 20,732</i>
Accrued Deferred Interest - City of San R	22,309				
Sponsor Loan (HPN/MCF/County)	1,235,000	3.000%	1.788%	55.0	<i>Per Unit: 30,122</i>
Accrued Deferred Interest - Sponsor Loan	32,414				
Marin County Loan (PLHA/AHF/LHTF)	899,250	3.000%	1.788%	55.0	<i>Per Unit: 21,933</i>
Accrued Deferred Interest - Marin County	23,602				
Addl Marin Co Funds (requested)	1,000,000	3.000%	1.788%	55.0	<i>Per Unit: 24,390</i>
Accrued Deferred Interest - Addl Marin Co	37,918				
HCD - CA Housing Accelerator Pgm Loan	<u>25,824,201</u>	0.000%	0.000%	20.0	<i>Per Unit: 629,859</i>
TOTAL SOURCES	34,906,185				
<i>Surplus/(Shortfall)</i>	<i>(0)</i>				

PERMANENT LOAN INTEREST RATE	TRANCHE A	TRANCHE B	INVESTOR EQUITY STACK	OTHER ASSUMPTIONS
Base Rate	3.800%	4.830%		
Cushion	1.000%	0.000%	LIHTC Equity (Federal+Sta)	0 Current AFR: 2.14%
MIP	0.000%	0.000%	Historic Tax Credit	0 AFR Month: 3/1/22
GNMA/Servicing	0.000%	0.000%	Investment Tax Credit (Sol)	0 AFR Cushion: 0.75%
Issuer	0.050%	0.050%	4,000 Issuer min/	0 Total U/W AFR: 2.89%
Trustee	0.000%	0.000%	0 per annum	
Rating	0.000%	0.000%	0 per annum	
Remarketing	0.000%	0.000%	0 per annum	
Rebate Analyst	0.000%	0.000%	0 per annum	
Total	4.850%	4.880%	CA Certificated Credit Sale	0
			Total Investor Equity	0

SOURCES OF FUNDS - CONSTRUCTION

	AMOUNT	INTEREST RATE	TERM (Mos.)	COMMENTS
Conventional Construction Loan	28,832,404	8.226%	25	
City of San Rafael HTF Loan	850,000	3.000%	25	
Accrued Deferred Interest - City of San R	22,309			
Sponsor Loan (HPN/MCF/County)	1,235,000	3.000%	25	
Accrued Deferred Interest - Sponsor Loan	32,414			
Marin County Loan (PLHA/AHF/LHTF)	899,250	3.000%	25	
Accrued Deferred Interest - Marin County	23,602			
Addl Marin Co Funds (requested)	1,000,000	3.000%	25	
Accrued Deferred Interest - Addl Marin Co	37,918			
Donated Land	0			
Costs Deferred Until Conversion	<u>1,973,290</u>			<i>See page 2 - right column</i>
TOTAL SOURCES	34,906,185			<i>Syndication Costs 89,670</i>
<i>Surplus/(Shortfall)</i>	<i>0</i>			<i>Net Equity for TCAC (89,670)</i>
Sources Less Deferred To Conversion:	32,932,896			<i>Less Costs Deferred to Conv. 34,906,185</i>

CONSTRUCTION LOAN INTEREST RATE	CONSTRUCTION LOAN VALUATION	TAX-EXEMPT BOND DATA
1 mo term		
Index Type: SOFR	Restricted NOI	530,575
Current Index: 4.78%	OAR	5.00%
Spread: 2.20%	FMV per NOI	10,611,503
Base Interest Rate (not including cushion)	Agg. Credit Value @ 0.00	0
Cushion - Total 1.25%	Perm-Only Soft Debt	<u>30,805,693</u>
Interest Rate (All-In) 8.23%	Total Value	41,417,196
	LTV:	80.00%
*Cushion includes 1% Bank Underwriting		CDLAC Per-Unit Limit
Cushion and 0.25% cushion to close	Max. Const. Loan Amount	33,133,757
	Commitment Amount	TBD
		CDLAC 55% Limit
		17,516,742

Kerner Street

Uses of Funds

	Res Cost:		100.00%		COST ALLOCATIONS						LIHTC ELIGIBLE BASIS		OTHER BASIS & COST ALLOCATIONS			
	TOTAL	Per Unit	Residential	Total Non-Residential	Assuming 266 Election?			Expensed	Amortized	Constr./Rehab	Acquisition	Deferred to Completion or Perm Conv.	Land/Basis for 50% Test	Historic Rehab Tax Credit Basis	ITC Tax Credit Basis (Solar PV)	
					Depreciable											
					Non-Depreciable	Residential	Non-Resid.									
ACQUISITION COSTS																
<i>Total Purchase Price - Real Estate:</i>																
Title/Recording/Escrow - Acquisition	30,000	732	30,000	0	30,000	0	0			0	0	30,000				
Legal - Acquisition	20,000	488	20,000	0	20,000	0	0			0	0	20,000				
Other Acquisition Costs/Transfer Tax	22,010	537	22,010	0	22,010	0	0			0	0	22,010				
HARD COSTS																
Total Construction Contract:																
21,754,090																
NEW CONSTRUCTION																
Hard Costs-Unit Construction	18,766,975	457,731	18,766,975	0	18,766,975	0			18,766,975		0	18,766,975	18,766,975			
GC - General Conditions	1,223,941	29,852	1,223,941	0	1,223,941	0			1,223,941		0	1,223,941	1,223,941			
GC - Overhead & Profit	968,047	23,611	968,047	0	968,047	0			968,047		0	968,047	968,047			
GC - Insurance	406,580	9,917	406,580	0	406,580	0			406,580		0	406,580	406,580			
GC - Bond Premium	124,413	3,034	124,413	0	124,413	0			124,413		0	124,413	124,413			
Contingency - Escalation (GC)	264,134	6,442	264,134	0	264,134	0			264,134		0	264,134	264,134			
Contingency - Owner's Construction	2,175,409	53,059	2,175,409	0	2,175,409	0			2,175,409		0	2,175,409	2,175,409			
REHAB																
SOFT COSTS																
Architecture - Design	931,481	22,719	931,481	0	931,481	0			931,481		0	931,481	931,481		0	
Design/Engineering	74,000	1,805	74,000	0	74,000	0			74,000		0	74,000	74,000		0	
Phase III/Toxics Report	44,000	1,073	44,000	0	44,000	0			44,000		0	44,000	44,000		0	
Special Inspections/Testing	85,000	2,073	85,000	0	85,000	0			85,000		0	85,000	85,000		0	
Prevailing Wage Monitor	72,000	1,756	72,000	0	72,000	0			72,000		0	72,000	72,000		0	
Owner's Rep / Construction Supervision	126,000	3,073	126,000	0	126,000	0			126,000		0	126,000	126,000		0	
Consultant: Asbestos Monitoring	4,000	98	4,000	0	4,000	0			4,000		0	4,000	4,000		0	
Local Development Impact Fees	818,111	19,954	818,111	0	818,111	0			818,111		0	818,111	818,111		0	
Local Permits/Fees	102,124	2,491	102,124	0	102,124	0			102,124		0	102,124	102,124		0	
Real Estate Taxes During Const	16,174	394	16,174	0	16,174	0		0	16,174		0	16,174	16,174		0	
Insurance During Const	800,000	19,512	800,000	0	800,000	0			800,000		0	800,000	800,000		0	
Appraisal	5,500	134	5,500	0	5,500	0			5,500		0	5,500	5,500		0	
Market/Rent Comp Study	11,000	268	11,000	0	11,000	0		11,000	0		0	0	0		0	
Soft Cost - Soft Lenders Fees & Expenses	10,000	244	10,000	0	10,000	0			10,000		0	10,000	10,000		0	
Soft Cost Contingency	361,881	8,826	361,881	0	361,881	0			361,881		0	361,881	361,881		0	
Predev. Loan Interest/Fees	2,000	49	2,000	0	2,000	0		2,000	0	0	0	0	0		0	
Construction Loan Interest	3,429,352	83,643	3,429,352	0	1,848,095	0	1,581,257		1,848,095	0	0	1,848,095	1,848,095		0	
Accrued Interest - City of San Rafael HTF Loan	22,309	544	22,309	0	11,982	0	10,327		11,982	0	0	11,982	11,982		0	
Accrued Interest - Sponsor Loan (HPN/MCF/C)	32,414	791	32,414	0	17,409	0	15,004		17,409	0	0	17,409	17,409		0	
Accrued Interest - Marin County Loan (PLHA/I)	23,602	576	23,602	0	12,676	0	10,925		12,676	0	0	12,676	12,676		0	
Accrued Interest - Addl Marin Co Funds (request)	37,918	925	37,918	0	25,630	0	12,288		25,630	0	0	25,630	25,630		0	
Lender Fees - HCD - CA Housing Accelerator f	40,000	976	40,000	0	0	0		40,000	0	0	0	0	0		0	
Title/Recording/Escrow - Construction	59,996	1,463	59,996	0	59,996	0			59,996		0	59,996	59,996		0	
Title/Recording/Escrow - Permanent	15,000	366	15,000	0	0	0		15,000	0	15,000	0	0	0		0	
Legal (Owner): Construction Closing	50,000	1,220	50,000	0	50,000	0			50,000		0	50,000	50,000		0	
Permanent Closing	20,000	488	20,000	0	0	0		20,000	0	20,000	0	0	0		0	
Organization of Ptnshp	6,670	163	6,670	0	0	0		6,670	0	0	0	0	0		0	
Syndication Consulting/Consulting	63,000	1,537	63,000	0	63,000	0			63,000		2,500	0	0		0	
Audit/Cost Certification	20,000	488	20,000	0	0	0		20,000	0	0	0	0	0		0	
Marketing	64,755	1,579	64,755	0	0	0		64,755	0	0	0	0	0		0	
Furnishings Not in Contract	220,000	5,366	220,000	0	0	0		220,000	0	220,000	0	0	0		0	
Capitalized Replacement Reserve	41,000	1,000	41,000	0	41,000	0			41,000		41,000	0	0		0	
Capitalized Operating Reserve (6 mos.)	497,531	12,135	497,531	0	497,531	0			497,531		497,531	0	0		0	
Capitalized NPLH COSR Transition Reserve	133,825	3,264	133,825	0	133,825	0			133,825		133,825	0	0		0	
Marin Co Subsidy - HCD TR Fee	146,623	3,576	146,623	0	146,623	0			146,623		146,623	0	0		0	
Developer Fee	2,200,000	53,659	2,200,000	0	2,200,000	0			2,200,000	0	1,100,000	2,200,000	2,200,000		-	
COSTS OF ISSUANCE/FINANCING FEES																
Construction Lender Origination Fee	187,411	4,571	187,411	0	100,997	0		86,414	100,997	0	0	100,997	100,997		0	
Construction Lender Expenses	60,000	1,463	60,000	0	32,334	0		27,666	32,334	0	0	32,334	32,334		0	
Construction Lender Counsel	70,000	1,707	70,000	0	37,723	0		32,277	37,723	0	0	37,723	37,723		0	
Subtotal - Financing/Costs of Issuance	317,411	7,742	317,411	0	0	171,054	0	0	146,356	171,054	0	0	171,054	171,054	0	
TOTAL DEVELOPMENT COSTS																
TDC Per Unit	851,370	100.00%														
TDC Net of accrued interest:	34,749,943															
TDC TCAC	34,816,515															

3301 Kerner - 41 Units
Project Schedule

March-23	Marin County CDA Affordable Housing Funds - Application Deadline
March-23	Estimated Construction Closing
April-23	Estimated Construction Start
September-24	Estimated Temporary Certificate of Occupancy
January-25	Estimated 100% Occupancy
May-25	Estimated Permanent Conversion

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 10th day of JANUARY, 2023, by and between COUNTY OF MARIN, a political subdivision of the State of California, (referred to hereinafter as "**Seller**") and Kerner Canal, L.P., a California limited partnership (referred to hereinafter as "**Buyer**").

WHEREAS, Seller owns that certain real property at 3301 Kerner Boulevard, San Rafael, County of Marin, California, and more particularly described in Exhibit "A" attached hereto, together with any and all improvements located thereon and all right, title and interest of Seller in and to any and all easements, rights of way, privileges, appurtenances, and rights of same belonging to, and inuring thereto (the "**Property**"). The Property is identified by the Marin County Assessor as APN: 008-082-52; and

WHEREAS, Seller purchased Property with California Department of Housing and Community Development (HCD) Homekey Grant Funds (Project Homekey); and

WHEREAS, pursuant to the requirements of Project Homekey, the Property is to be used as permanent supportive housing, as detailed in Standard Agreement Number 20-HK-00058 and the associated regulatory agreement entered into by HCD and Seller; and

WHEREAS, Seller has expressed an interest in selling the Property to Buyer, upon certain terms, covenants and conditions hereinafter set forth; and

WHEREAS, Buyer is interested in securing a purchase and sale agreement for the Property from Seller, subject to certain terms, covenants and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Effective Date**. This Agreement shall be effective as of the date this Agreement is fully signed and delivered by both Parties (the "Effective Date").
2. **Purchase and Sale of Property**.
 - (a) Seller agrees to sell to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms, covenants and conditions set forth in this Agreement.
 - (b) The purchase price for the Property during the term of this Agreement shall be equal to **ONE DOLLAR (\$1.00)** ("**Purchase Price**"). The Purchase Price shall be payable as follows:

- i. At Closing Buyer shall pay Seller the Purchase Price, subject to the adjustments set forth in this Agreement.
 - ii. No later than fourteen (14) days after the Effective Date Buyer shall deposit into Escrow Account No. 54605-21-02106 ("**Escrow**") at DOMA, 21060 Redwood Road, Suite 110, Castro Valley, CA 94546 (Escrow Officer, Suzanne Smith) ("**Title Company**") an original copy of this Agreement along with instructions, to be held by the Title Company as escrow agent. As used in this Agreement the term "**Effective Date**" shall mean the date that this Agreement is signed by both parties.
 - (c) The close of escrow will be handled by the Title Company (the "**Closing Agent**") and shall take place pursuant to escrow instructions issued by both Buyer and Seller along with the terms and conditions of this Agreement. The Closing Agent shall be responsible for: (i) preparing a closing checklist no later than fifteen (15) days prior to the Closing Date; (ii) a settlement statement for the review and approval of the parties; (iii) receiving the Purchase Price proceeds; (iv) disbursing the Purchase Price proceeds; (v) causing all documents to be recorded; and (vi) otherwise conducting the Closing. The Closing ("**Closing Date**") shall occur at the earliest date practicable or before December 31, 2023, whichever is sooner, subject to all **Contingencies** (as that term is defined in paragraph 4) being satisfied or specifically waived by Buyer.
 - (d) On the Closing Date, Seller shall deliver to Buyer a duly executed and acknowledged Grant Deed ("**Deed**") conveying title to the Property to Buyer; and such other documents or certificates as Title Company reasonably requests to effect the Closing and transfer of title to the Property as described herein.
 - (e) Buyer hereby agrees that Property shall be used as permanent supportive housing for people experiencing homelessness or at risk of homelessness according to Project Homekey and agrees to assume responsibility for assuring conformance with all aspects of the Standard Agreement Number 20-HK-00058 and the Regulatory Agreement between the Department of Housing and Community Development and Seller.
3. **Agreement Term.** The term of this Agreement begins on the Effective Date and terminates on December 31, 2023 unless otherwise mutually agreed to by the Parties and extended through written amendment to this Agreement.
4. **Contingencies.**

- (a) This Agreement, the Closing, and Seller's and Buyer's obligations hereunder shall be expressly contingent upon satisfying the contingencies set forth in paragraphs 4.(b)-(m) below (collectively, the "**Contingencies.**") Buyer and Seller agree to use their best efforts to ensure that the Contingencies are satisfied.
- (b) Seller has, at Seller's expense, obtained a Preliminary Report issued on November 21, 2022 by the Title Company for the Property, indicating known liens, encumbrances, restrictions, easements, and conditions of record. Said report is attached to this Agreement as Exhibit "A" and by reference made a part hereof. Any updates to said Preliminary Report will be provided to Buyer and Seller directly from the Title Company and automatically become an addendum to Exhibit "A".
- (c) Buyer has examined the Preliminary Report (Exhibit A) and will accept title to the Property subject to Schedule B exceptions as follows: Exceptions 1 through 13 and Exception 16 ("Permitted Exceptions"). Any Assessments or Community Facility Districts with outstanding obligations attributable to Seller shall be disclosed by Seller as prescribed herein.
- (d) Exceptions 14 and 15 shall be removed by the Title Company in cooperation with the Seller prior to Close of Escrow. Seller shall notify Buyer, within seven (7) days after the Effective Date of this Agreement, whether or not Seller will cure the objectionable title matters specified herein. If Seller is unable or unwilling to eliminate or cure all such objectionable title matters, or to make arrangements satisfactory to Buyer to have all such matters eliminated or cured prior to Closing, and provided that Buyer shall not thereafter waive such disapproved matters (in which case such matters shall then be deemed "Permitted Exceptions"), Buyer shall have the right to terminate this Agreement within seven (7) days after Buyer's receipt of Seller's written notice of these "Uncured Title Exceptions", whereupon all liability by reason of this Agreement shall cease except such liability as expressly survives termination. If Buyer does not terminate this Agreement within seven (7) days after Buyer's receipt of Seller's Uncured Title Exceptions notice, such title objections shall be deemed Permitted Exceptions. In the event that the Seller's written notice of Uncured Title Exceptions is or should have been provided after the fourteen (14) day Inspection period, this shall constitute a Change in Condition (as that term is defined in paragraph 5) and Buyer's rights under paragraph 9 herein shall apply.
- (e) Notwithstanding the provisions of paragraph 4.(c) above, the term "Permitted Exceptions" shall not include, and Seller's conveyance of title to the Property shall not be subject to, mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.

- (f) Intentionally Omitted
- (g) Buyer shall have ninety (90) days after the Effective Date to obtain and complete any additional investigations, inspections, reports, appraisals, and studies reasonably necessary to permit Buyer to determine that the Property is suitable for Buyer's potential uses of the Property and in a condition satisfactory to Buyer and also in compliance with any and all applicable laws and ordinances ("**Inspection Period**"). During this Inspection Period, Buyer may, at its sole discretion, terminate this Agreement. Throughout the Inspection Period, Buyer or its designated representatives or agents may enter upon the Property at times approved by the Seller upon providing not less than twenty-four (24) hours advance written notice, delivered via email directly to Seller in connection with Buyer's inspection of the Property.
- (h) Buyer shall have forty-five (45) days after the Effective Date to complete a review and investigation of all records, materials and information supplied by Seller as provided in paragraph 5. Disclosures.
- (i) If Buyer does not deliver a written termination notice to Seller prior to the expiration of the Inspection Period, the Inspection Period shall be conclusively presumed to have been satisfied or waived. If Buyer does send a written termination notice to Seller prior to the expiration of the Inspection Period, then this Agreement shall be deemed terminated except such liability as expressly survives termination.
- (j) If Buyer determines the Contingencies are not satisfied and does not waive such Contingencies on or before the dates indicated above for such Contingency, then Buyer may elect to terminate this Agreement by delivering written notice thereof to Seller, in which event (i) the Agreement shall be deemed terminated, and (ii) the parties shall have no further obligations to the other, except such obligations as expressly survive termination of the Agreement.
- (k) Buyer shall not permit any mechanics' or other liens to be filed against the Property by reason of labor or materials furnished to the Property at the direction or request of Buyer or its representatives, agents or contractors. If any such lien is filed against the Property, Buyer shall cause the lien to be discharged of record or bonded within thirty (30) days after notice to Buyer of the filing of any such lien.

- (l) Seller shall not permit any mechanics' or other liens to be filed against the Property by reason of labor or materials furnished to the Property at the direction or request of Seller or its representatives, agents or contractors. If any such lien is filed against the Property, even if such lien is filed after the close of escrow but relates to renovations, Seller shall cause the lien to be discharged of record or bonded within thirty (30) days after notice to Seller of the filing of any such lien.
- (m) Buyer hereby agrees that it shall work in good faith with County and HCD to add Buyer as a party to and thereby amend Standard Agreement Number 20-HK-00058 and the Regulatory Agreement between the HCD and Seller, to the extent required by HCD, and to conform with any other requirements mandated by HCD for full compliance with Project Homekey. Seller shall obtain written confirmation of HCD's approval of Seller's conveyance of the Property to Buyer, as required by the Standard Agreement Number 20-HK-00058.

If any condition precedent is not satisfied or waived by the party for whose primary benefit it exists, said benefited party may terminate this Agreement by written notice to the other party, in which event the Parties shall have no further obligation to each other under this Agreement.

- 5. **Disclosures.** Seller shall disclose and deliver to Buyer, within twenty (20) days following the Effective Date, copies of any and all rental agreements, leases, contracts for services, materials and supplies, liens, debts or other encumbrances and any other documents related to the Property to the extent available and in Seller's possession ("**Seller's Reports**").
- 6. **As-Is.** Except as otherwise expressly provided for herein, Buyer hereby acknowledges and agrees that the sale of the Property is and will be made on an "as is, where is" basis and that neither Seller, nor any representative, agent or employee of Seller has made, or will make, any representations, warranties or guaranties of any kind or character whatsoever with respect to the Property.
- 7. **Change in Condition.** All risk of loss related to the Property shall remain with Seller until close of Escrow. Provided, however, and notwithstanding any other provision in this Agreement, Buyer shall be responsible for any and all loss, harm or damage related to the Property to the extent Buyer or Buyer's agents or employees are a substantial factor in causing such loss, harm or damage. Any such loss, harm or damage

attributable to the Buyer shall not be deemed a "Change in Condition" that may give rise to Buyer's ability to terminate this Agreement.

8. **Buyer's Notice.** Seller shall immediately notify Buyer of and provide Buyer with all information related to a Changes in Condition during the term of this Agreement including but not limited to the following:
 - (a) Any damage or destruction to the Property or any portion thereof that occurs after the Effective Date of this Agreement.
 - (b) Receipt of any documents or information related to the Property's use, value, or control, including but not limited to liens, claims, lawsuits, notices.
 - (c) Any other event or information received or discovered by Seller that could affect the use, operation or value of the Property (each, a "Change in Condition").

9. **Buyer's Options.**
 - (a) Subject to paragraphs 4(c) and 15, if a material Change in Condition occurs, through no fault of Buyer, without limiting any of Buyer's other rights hereunder, Buyer shall have the right, at its option, to terminate this Agreement by written notice to Seller as set forth in written notice delivered to Seller by the earlier of the end of the Term or ten (10) business days after Seller notifies Buyer of the Change in Condition, to either to either (i) terminate this Agreement and neither party shall have any further liability or obligation to the other except for Buyer's obligations which are expressly intended to survive; or (ii) proceed with the purchase of the Property, and accept the Property without remedy for the Change in Condition, without any monetary credit, and without a reduction in the Purchase Price (except as set forth in this paragraph). If Buyer does not deliver any notice to Seller within such ten (10) business day period, Buyer shall be deemed to have elected option (ii). If Buyer terminates this agreement pursuant to this paragraph, this Agreement in whole shall terminate and the parties shall have no further obligation to each other under this Agreement except those obligations expressly stated to survive.
 - (b) In the case of an insured casualty, if Buyer does not terminate this Agreement and agrees to accept the Property in its then condition, without limiting any of Buyer's other rights hereunder, all proceeds of any insurance settlement or claim payable to Seller by reason of such Change in Condition shall be paid or assigned to Buyer.

10. **Prorations.** Real estate taxes and assessments, if any, will be prorated as of the date of Closing, based upon the last actual tax bills available. If the actual tax bills are not available for the current tax fiscal year, then prorations will be based on the tax bills for

the prior tax fiscal year and, upon the request of either party, the parties will re-prorate and adjust the tax prorations when the tax bills for the current tax fiscal year of Closing become available.

11. **Costs/Closing Credit.** Seller shall pay all fees associated with the preparation of any title commitment. Buyer shall pay the premium for a standard owner's policy of title insurance, any additional premium required for the policy of title insurance and the cost of any endorsements requested by Buyer. Seller shall also pay for all fees incurred for recording the Deed and preparing any survey map that may be desired by Seller, and any state and local transfer and conveyance taxes and fees. Each party shall pay its own attorneys' fees.
12. **Seller's Certificate.** Seller hereby makes the following representations to Buyer:
 - (a) Seller is a government entity, validly existing and in good standing under the laws of the State of California.
 - (b) Seller has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Seller.
13. **Buyer's Certificate.** Buyer hereby makes the following representations to Seller:
 - (a) Buyer has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Buyer.
 - (b) Buyer is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.
 - (c) For purposes of California Health and Safety Code Section 25359.7, the delivery from Seller to Buyer of the Seller's Reports constitute written notice to Buyer under such code section.
 - (d) Buyer shall exercise good faith efforts in conducting Buyer's due diligence in connection with the transaction contemplated by this Agreement.

(e) Buyer agrees to inform Seller of all material findings in respect to the condition of the Property that Buyer may discover in the conduct of Buyer's due diligence.

14. **Complete Agreement and Amendments**. This Agreement, including any exhibits, expresses the entire agreement of the parties. There are no other understandings, oral or written, which in any manner alter or enlarge its terms. This Agreement supersedes any and all prior agreements between the parties hereto regarding the Property. This Agreement may be amended, but only in writing and only if such writing is executed by the party to be charged.
15. **Assignment**. Neither party may assign its rights and obligations hereunder without obtaining the prior written consent of the other party, and such consent shall not be unreasonably withheld; provided, however, upon prior notice to the other party, (A) Seller shall be permitted to assign its rights and obligations hereunder to any party that directly or indirectly (i) controls Seller (ii) is controlled by Seller, (iii) is under common control with Seller and (B) Buyer shall be permitted to assign its rights and obligations hereunder upon written notice to Seller, to any party that directly or indirectly is controlled by Buyer, as may be determined by Buyer to facilitate the purchase of the Property, including but not limited to a limited partnership in which Buyer or its wholly owned affiliate is the managing general partner. No assignor shall be released from any of its obligations or liabilities under this Agreement.
16. **Notices**. All notices or tender required or permitted herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by written notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Seller: Marin County Public Works Department
 Attn: Alexi Dicker
 P.O. Box 4186
 San Rafael, CA 94913
 Email: adicker@marincounty.org

If to Buyer: Kerner Canal, L.P.
 c/o Eden Housing, Inc.
 22645 Grand Street
 Hayward, CA 94541
 Attn: Andrea Osgood
 Email: aosgood@edenhousing.org

Any such notice or communication shall be sufficient if sent (i) by registered or certified mail, return receipt requested, postage prepaid; (ii) by hand delivery; (iii) by overnight courier service; or (iv) by telecopy or email, with an original by first class mail. Any

such notice or communication shall be effective when delivered to the recipient or upon refusal of such delivery.

17. **Broker's Commission.** The parties represent that they have not dealt with any broker, agent, or finder in connection with this transaction. Each party hereby warrants and represents to the other that no person or entity can properly claim a right to a commission, broker's fee or other compensation based on contacts or understandings between such claimant and Seller or Buyer. Each party hereto agrees to indemnify, defend and hold the other party harmless from any Loss and Expense arising from any claims or demands of any broker, agent or finder with whom such party has dealt for any commission or fee alleged to be due in connection with this transaction. The terms and provisions of this paragraph shall survive the Closing and transfer of title.
18. **Casualty Loss.** As used herein, the term "**Casualty Loss**" means any destruction by fire, storm or other casualty of the Property or a portion thereof, in each case, prior to Closing. Seller shall promptly give Buyer written notice ("**Casualty Notice**") of any Casualty Loss of which Seller becomes aware. In the event of a Casualty Loss in excess of \$100,000, Buyer shall have the option, which must be exercised within thirty (30) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer then elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder shall cease except such liability as expressly survives termination. If Buyer elects to proceed with Closing, whether or not the Casualty Loss exceeds \$100,000, it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to Buyer all of its rights to insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Seller as insurance proceeds, awards or other payments arising out of such Casualty Loss. Seller shall at all times keep the Property insured for the full insurable value thereof. The terms and provisions of this Section 18 shall survive the Closing.
19. **Remedies.**
 - (a) If Seller fails to perform any of Seller's material obligations under this Agreement, and the same continues until the date that is the earlier of (i) the Closing Date or (ii) five (5) business days after Seller's receipt of written notice from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure, cancel this Agreement within ten (10) business days after the expiration of the relevant time period specified in clauses (i) and (ii) above.
 - (b) If Buyer fails to perform any of Buyer's material obligations under this Agreement and the same continues until the date that is the earlier of (i) the Closing Date or (ii) five (5) days after Buyer's receipt of written notice from Seller, Seller may, as Seller's sole remedy for Buyer's failure, cancel this Agreement within ten (10)

business days after the expiration of the relevant time period specified in clauses (i) and (ii) above;

- (c) Seller and Buyer hereby agree that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agree that (\$50,000.00) is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform under this Agreement as set forth in 19.b above. Seller and Buyer acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but is intended to constitute liquidated damages to Seller pursuant to California Civil Code Sections 1671, 1676 and 1677.

20. **Attorneys' Fees.** If any legal action is brought by either party to enforce any provision of this Agreement, or in the event of the termination of this Agreement, each party shall bear its own costs and expenses, including attorney fees.

21. **Miscellaneous.**

- (a) This Agreement shall be governed by the law of the State of California.
- (b) Each party shall execute, acknowledge, and deliver, at or after the Closing Date, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.
- (c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- (d) This Agreement may be executed in counterparts and transmitted by facsimile by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.
- (e) The parties acknowledge that each party and its counsel have reviewed, commented on and approved this Agreement and any rule of construction otherwise requiring any ambiguities within this Agreement to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- (f) In the event that any time period set forth in this Agreement would otherwise expire on a Saturday, Sunday or holiday, such time period shall be deemed to be automatically extended to the next business day.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement as of the day and year first above written.

BUYER:

Kerner Canal, L.P.,
a California limited partnership

By: Kerner Canal LLC,
a California limited liability company,
its general partner

By: Eden Investments, Inc.,
a California nonprofit public benefit corporation,
its managing member

By: 
Andrea Osgood,
Senior Vice President of Real Estate Development

Date: 12/21/2022

SELLER:

COUNTY OF MARIN

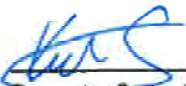
Stephanie Moulton Peters, President
Board of Supervisors

ATTEST:

Deputy Clerk

Date: _____

Approved as to form:



Deputy County Counsel



EXHIBIT A

21060 Redwood Road, Suite 110
Castro Valley, CA 94546
Office Phone: 510-537-8300
Office Fax: 510-537-0928
Email: Suzanne.Smith@doma.com

Doma Title of California, Inc.
21060 Redwood Road, Suite 110
Castro Valley, CA 94546
Attn: Suzanne Smith

Your Ref:
Our Order No.: 54605-21-02106
Property Address: 3301 Kerner Boulevard, San
Rafael, CA 94901

Preliminary Report Dated as of November 21, 2022 at 12:00 AM.

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

North American Title Insurance Company

Hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on covered risks of said Policy or Policies are set forth in Exhibit A attached. The Policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than that set forth in the Arbitration Clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the Parties. Limitations on covered risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a deductible amount and a maximum dollar limit of liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of Policy of title insurance contemplated by this report is:
CLTA Standard Coverage Policy

Please note that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) can only be issued on transactions involving individuals as purchasers and residential 1-4 properties. Any indication that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) will be issued in a transaction that does not meet these criteria is hereby revised to state that the policy contemplated is a Standard Coverage Policy.

Brian O'Connell, Title Officer III

Prelim

54605-21-02106
Published 11/28/2022 at 04:18 PM

SCHEDULE A

1. The estate or interest in the land herein after described or referred to covered by this report is:
A Fee as to Parcel(s) One, an Easement as to Parcel(s) Two.
2. Title to said estate or interest at the date hereof is vested in:
County of Marin, a Political Subdivision of the State of California
3. Real Property in the City of San Rafael, County of Marin, State of California, described as follows:

See attached Legal Description

LEGAL DESCRIPTION

Real Property in the City of San Rafael, County of Marin, State of California, described as follows:

PARCEL ONE:

PARCEL 2, AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP LANDS OF PANSINI AS DESCRIBED IN BOOK 2230 OFFICIAL RECORDS AT PAGE 607 AND BOOK 2503 OFFICIAL RECORDS AT PAGE 236, SAN RAFAEL, MARIN COUNTY, CALIFORNIA", FILED FOR RECORD DECEMBER 30, 1980 IN BOOK 18 OF PARCEL MAPS AT PAGE 82, MARIN COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF SAN RAFAEL IN THE DEED RECORDED DECEMBER 22, 2009 AS SERIES NUMBER 2009-0070487, MARIN COUNTY RECORDS AND RE-RECORDED FEBRUARY 22, 2010 AS SERIES NUMBER 2010-0008378, MARIN COUNTY RECORDS.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN SAID DEED RECORDED JUNE 9, 1978 IN BOOK 3386 OF OFFICIAL RECORDS AT PAGE 278, MARIN COUNTY RECORDS; SAID POINT BEING ON THE NORTHERLY LINE OF BELVEDERE STREET AND AT THE MOST WESTERLY CORNER OF PARCEL 2, AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP LANDS OF PANSINI AS DESCRIBED IN BOOK 2230 OFFICIAL RECORDS AT PAGE 607 AND BOOK 2503 OFFICIAL RECORDS AT PAGE 236 SAN RAFAEL, MARIN COUNTY, CALIFORNIA", FILED FOR RECORD DECEMBER 30, 1980 IN BOOK 18 OF PARCEL MAPS AT PAGE 82 MARIN COUNTY RECORDS; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LANDS OF LUCEY AND THE WESTERLY LINE OF SAID PARCEL 2, NORTH 20° 28' 00" EAST 7.30 FEET; THENCE LEAVING SAID EASTERLY LINE OF LUCEY, AND SAID WESTERLY LINE OF PARCEL 2, NORTH 69° 24' 00" WEST 8.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO AND 8.00 FEET WESTERLY OF SAID EASTERLY LINE OF LUCEY, SOUTH 20° 28' 00" WEST 2.49 FEET TO THE NORTHERLY LINE OF BELVEDERE STREET; SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 222.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH 50° 26' 54" EAST; THENCE SOUTHEASTERLY 9.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 24' 30" TO THE POINT OF BEGINNING.

SAID EASEMENT IS FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 2, AS SHOWN UPON THE PARCEL MAP ABOVE REFERRED TO.

APN: 008-082-52

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in the policy form designated on the face page of this report would be as follows:

1. Intentionally Deleted.
2. General and special taxes and assessments for the fiscal year 2022-2023 are not assessed.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. An easement for sewer and incidental purposes, recorded July 18, 1957 as Book 1128 at Page 467 of Official Records.
In Favor of: San Rafael Sanitation District
8. An easement for ingress, egress, and incidental purposes in the document recorded June 22, 1973 as Book 2698 at Page 666 of Official Records.
9. An easement for ingress, egress, and incidental purposes in the document recorded March 2, 1978 in Book 3338, Page 566 of Official Records
10. An easement for Public Sanitary Sewer and incidental purposes, recorded January 7, 1981 as/in Instrument No. 1981-0000659, Official Records.

In Favor of: San Rafael Sanitation District
Affects: A Portion of said land

Terms and provisions contained in the above document.
11. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description, including but not limited to:

For: Access and incidental purposes.
For: Public utility and incidental purposes.
For: Sewer and incidental purposes.
12. An easement for ingress, egress and incidental purposes in the document recorded October 19, 1982 as Series Number 1982-0043604 of Official Records.
13. An easement for The right to construct, install, inspect, maintain, replace, remove, use facilities and incidental purposes, recorded June 20, 1983 as/in Instrument No. 1983-0028924, Official Records.

In Favor of: Pacific Gas and Electric Company, a California Corporation
Affects: A Portion of said land

Terms and provisions contained in the above document.
14. The terms and provisions contained in the document entitled " Regulatory Agreement and Declaration of Restrictive Covenants " recorded May 19, 2022 as Instrument No. 2022-0020382 of Official Records.

15. With respect to County of Marin, a Political Subdivision of the State of California, a corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

Notice: If an ALTA Extended Lender's Policy is to be issued, the following exceptions will appear:

16. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

*****END OF REPORT*****

A. NOTICE OF RECORDING PROCEDURE

Pursuant to Cal. Revenue & Tax Code §480.3, all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee. If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged. Preliminary Change in Ownership forms, instructions on how to complete them, and a nonexclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

Effective January 1, 2018, Cal. Government Code §27388.1 imposes an additional fee of \$75.00 to be paid at the time of recording for every real estate instrument, paper, or notice required or permitted by law to record, except those expressly exempted from payment.

B. GOOD FUNDS LAW

Under Section 12413.1 of the California Insurance Code, Doma Title of California, Inc. may only make funds available for disbursement in accordance with the following rules:

Same day availability. Disbursement on the date of deposit is allowed only when funds are deposited to Doma Title of California, Inc. by Cash or Electronic Transfer (Wire). Cash will be accepted only under special circumstances and upon approval by management.

Next business day availability. If funds are deposited to Doma Title of California, Inc. by cashier's checks, certified checks or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against a FDIC insured bank).

Second business day availability. If the deposit is made by checks other than those described in paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. In most cases, these checks will be available on the second business day following deposit. (For further details, consult California Insurance Code Section 12413, et seq. and Regulation CC).

These are the minimum periods before funds will be made available. Doma Title of California, Inc. is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time before disbursing on deposited funds. Close of escrow and final disbursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.

Doma Title of California, Inc. will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

Doma Title of California, Inc. charges for recording the transaction documents include charges for services performed by Doma Title of California, Inc., in addition to an estimate of payments to be made to governmental agencies.

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

- C. The map attached, if any, may or may not be a survey of the land depicted hereon. Doma Title of California, Inc. expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

Referring Party:

Doma Insurance Agency, Inc.; Doma Insurance Agency of Arizona, Inc.; Doma Title of California, Inc.; Doma Insurance Agency of Florida, Inc.; Doma Insurance Agency of Illinois, Inc.; Doma Insurance Agency of Indiana, LLC; Doma Insurance Agency of Minnesota, Inc.; Doma Title Agency of Nevada, Inc.; Doma Insurance Agency of New Jersey, Inc.; Doma Insurance Agency of Texas, Inc.; or Doma Insurance Agency of Utah, LLC, as applicable (“Doma Insurance Agency”)

This is to give notice that Doma Insurance Agency has business relationships with Doma Title Insurance, Inc. (known as North American Title Insurance Company in the state of Mississippi) (“Doma Title”); Doma Customer Financing LLC (“Doma Customer Financing”); and Cura Home, Inc. (“Cura Home”). Doma Insurance Agency, Doma Title, Doma Customer Financing, and Cura Home are part of the Doma Family of Companies and are indirect wholly owned subsidiaries of Doma Holdings, Inc. Because of these relationships, the referral of services to Doma Title, Doma Customer Financing, or Cura Home may provide Doma Insurance Agency a financial or other benefit.

Set forth below are the estimated charges or range of charges for the settlement services provided by Doma Title, Doma Customer Financing, and Cura Home. You are NOT required to use Doma Title, Doma Customer Financing, or Cura Home as a condition for closing your transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Service	Charge or Range of Charges
Doma Title <ul style="list-style-type: none"> • Provides title insurance 	10% - 40% of costs for lender’s and/or owner’s title insurance, as applicable, depending on the property state, and as shown on the Loan Estimate and/or Closing Disclosure provided by your lender.
Doma Customer Financing <ul style="list-style-type: none"> • Provides credit services 	Origination fee ranges between 0% - 3% of loan amount.
Cura Home <ul style="list-style-type: none"> • Provides home warranty services 	The home warranty contract premium ranges between \$300 - \$1,400 in annual premium.
This is an affiliated business arrangement disclosure statement. Actual services and charges may vary according to the circumstances underlying the transaction, including the home value, coverage and limits chosen, as well as other requested terms, unusual market conditions, government regulation, property location and similar factors.	

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Doma Insurance Agency is referring me/us to purchase the above-described settlement service and may receive a financial or other benefit as the result of this referral.

Buyer/Borrower:

Seller:

Date: _____

Date: _____

DOMA TITLE OF CALIFORNIA, INC.

21060 Redwood Road, Suite 110, Castro Valley, CA 94546

Office Phone: 510-537-8300 Office Fax: 510-537-0928 Email: Suzanne.Smith@doma.com

Closing Protection Letters can be ordered directly by emailing cacpl@doma.com with your title order number and property address.

Attention:

Your Ref:

Our Order No.: 54605-21-02106

LENDERS SUPPLEMENTAL REPORT

Dated as of November 21, 2022 at 12:00 AM.

Title Officer: Brian O'Connell

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy of Title Insurance:

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Commercial
Known as: 3301 Kerner Boulevard, San Rafael, CA 94901
City of San Rafael
County of Marin
State of California.

According to the public records, there has been no conveyance of the land within a period of 124 months prior to the date of this report, except as follows:

A document recorded December 8, 2020 as Instrument No. 2020-0062725 of Official Records.

From: Dennis Gilardi and Susan Gilardi, Trustees of the Gilardi Charitable Remainder Unitrust dated September 7, 2018

To: County of Marin, a Political Subdivision of the State of California

Privacy Policy

The Doma Family of Companies

FACTS	What does the Doma family of companies do with your personal information?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> Social Security number, date of birth and income Transaction history and payment history Purchase history and account balances 	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the Doma Family of Companies chooses to share, and whether you can limit this sharing.	
Reasons we can share your personal information		
	Does Doma share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes To offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you	No	We don't share
To limit our sharing	<ul style="list-style-type: none"> Call 1-866-929-7437—our menu will prompt you through your choice(s) or Visit us online: www.doma.com <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 1 (866) 929-7437 or go to www.doma.com	

Privacy Policy

The Doma Family of Companies

Who we are	
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
How does Doma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does Doma collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance • Apply for financing • Give us your contact information • Provide your mortgage information • Show your government-issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes– information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates are the entities that comprise the Doma Family of Companies (listed below) and include companies with a Doma name; financial companies such as Doma Insurance Agency, Inc. and Doma Home Insurance Services, LLC; and nonfinancial companies such as Title Agency Holdco, LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include collection agencies, our service providers, companies that perform marketing and advertising services on our behalf, and consumer reporting agencies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Doma doesn't jointly market.
Other important information	
*For California residents: you may have additional rights under the California Consumer Privacy Act. For a description of those rights, please see our Doma Family of Companies' privacy policy located here: www.doma.com .	

Rev. 08/11/2022

Privacy Policy

The Doma Family of Companies

The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc. Doma Corporate, LLC Doma Customer Financing LLC Doma Home Insurance Services, LLC Doma Insurance Agency, Inc. Doma Insurance Agency of Arizona, Inc. North American Title Company of Colorado Doma Insurance Agency of Florida, Inc. Doma Insurance Agency of Illinois, Inc. Doma Insurance Agency of Indiana, LLC Doma Insurance Agency of Louisiana, LLC Doma Insurance Agency of Minnesota, Inc. Doma Title Insurance Company of New York Doma Title Agency of Nevada, Inc. Doma Insurance Agency of New Jersey, Inc.	Doma Insurance Agency of Texas, Inc. Doma Insurance Agency of Utah, LLC Doma Title Insurance, Inc. Doma Trustee Services, LLC Doma Title of California, Inc. Cura Home, Inc. NASSA LLC North American Title Company North American Title Insurance Company North American Asset Development, LLC North American Services, LLC Spear Agency Acquisition Inc. States Title Holding, Inc. States Title, LLC Title Agency Holdco, LLC
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Rev. 08/11/2022

CLTA STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14);
 or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
1. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
2. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
3. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
4. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)
EXCLUSIONS FROM COVERAGE**

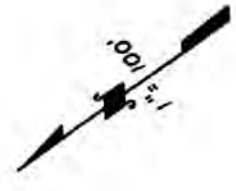
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

PTN. SEC. 2, T.1N-R.6W, M.D.B. & M.

Tax Rate Area
8-006

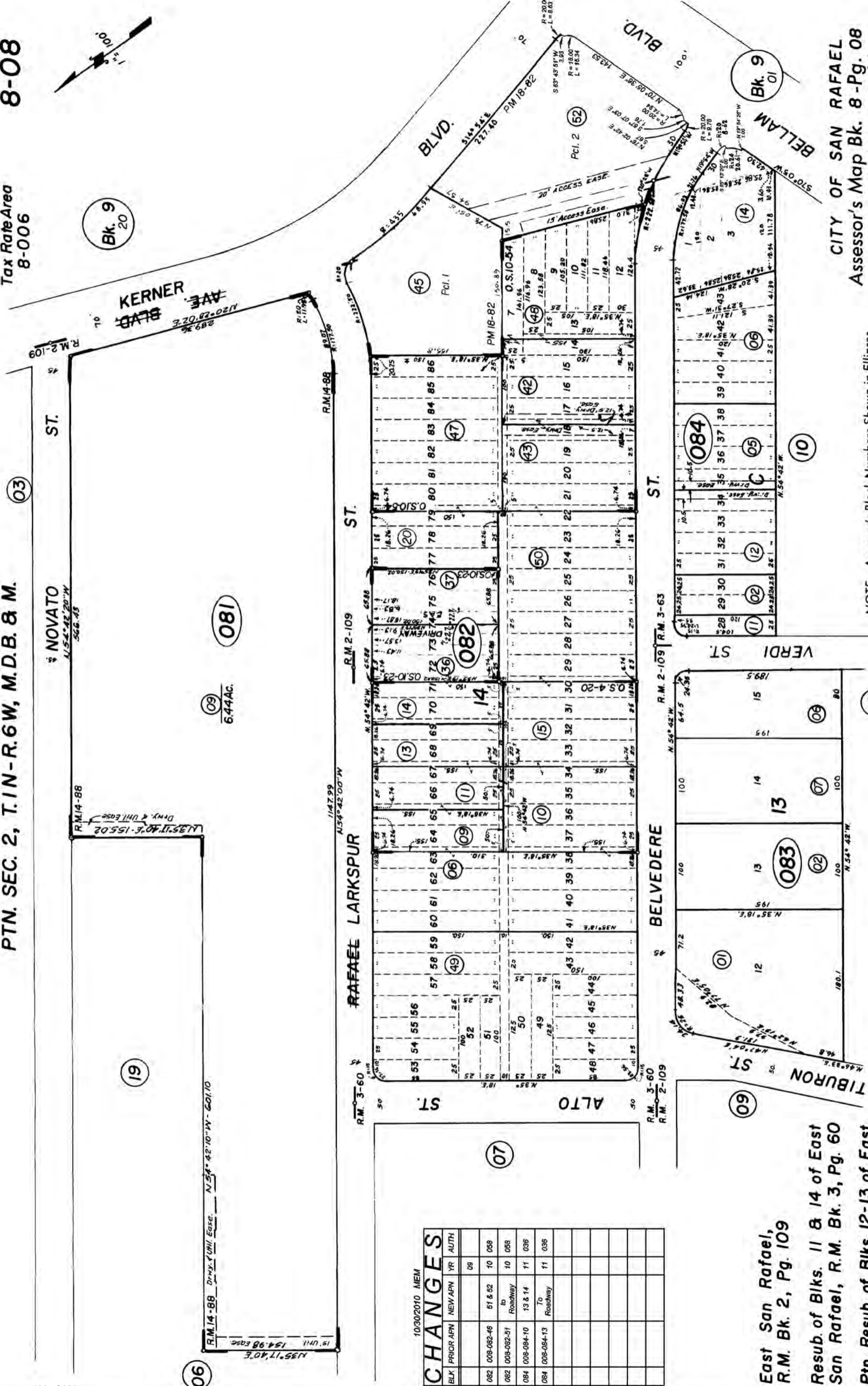
8-08



Bk. 9
20

Bk. 9
01

CITY OF SAN RAFAEL
Assessor's Map Bk. 8 -Pg. 08
County of Marin, Calif.



09
6.44Ac.
081

06

10/30/2010 MEM

BLK	PRIOR APN	NEW APN	YR	AUTH
			09	
082	008-082-46	51 & 52	10	058
082	008-082-51	To Roadway	10	058
084	008-084-10	13 & 14	11	036
084	008-084-13	To Roadway	11	036

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

East San Rafael,
R.M. Bk. 2, Pg. 109
Resub. of Blks. 11 & 14 of East
San Rafael, R.M. Bk. 3, Pg. 60
Ptn. Resub. of Blks. 12-13 of East
San Rafael, R.M. Bk. 3, Pg. 63



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
23-1716750 000000 00 000
00018272
BODC: TE

EDEN HOUSING INC
22645 GRAND ST
HAYWARD CA 94541-5031



017492

Employer Identification Number: 23-1716750
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 1986, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
94-2946400 000000 00 000
00018275
BODC: TE

EDEN HOUSING MANAGEMENT INC
22645 GRAND ST
HAYWARD CA 94541-5031



017491

Employer Identification Number: 94-2946400
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in November 1986, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
94-3315887 000000 00 000
00018276
BODC: TE

EDEN HOUSING RESIDENT SERVICES INC
% LORI GANZ
22645 GRAND ST
HAYWARD CA 94541-5031



017490

Employer Identification Number: 94-3315887
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in March 2000, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

INCUMBENCY CERTIFICATE
Eden Housing, Inc.

The persons named below are the members of the Board of Directors of the corporation named above and/or are the Officers duly elected or appointed to the offices set forth opposite their names.

NAME	OFFICE	CURRENT TWO-YEAR TERM (OFFICERS) CURRENT TERM (DIRECTORS)
Jim Kennedy	Chair Director	January 2022- January 2024* January 2021 - January 2025*
Rudy Johnson	Vice Chair Director	January 2022 - January 2024* January 2022 - January 2026*
Amy Neches	Treasurer Director	January 2022 – January 2024* January 2020 – January 2024*
Cheryl O’Connor	Secretary Director	January 2022 – January 2024* January 2023 – January 2026
Calvin Whitaker	Assistant Secretary Director	January 2023 – January 2024 January 2020 - January 2024*
Annette Billingsley	Director	January 2020 - January 2024*
Nicholas Randall	Director	January 2020 – January 2024 *
John Gaffney	Director	January 2020 - January 2024*
Doug Kuerschner	Director	January 2022 - January 2024*
Grace Li	Director	January 2023 - January 2026
Joe Postigo	Director	January 2022 - January 2024*
Sean Callum	Director	January 2023 – January 2026
Sheila Burks	Director	January 2020 – January 2024*
Candice Gonzalez	Director	January 2022 – January 2026*
David Garcia	Director	January 2022 – January 2026*
Ali Solis	Director	January 2023 – January 2026
Kara Douglas	Director	January 2023– January 2026

Linda Mandolini, President (non-voting), serves at the will of the Board and is authorized to sign on behalf of the Corporation.

*The bylaws were amended in 2022 to include a new term limit structure, shifting from three 4-year terms to four 3-year terms for directors, and one 3-year term for officers. Director terms marked with an asterisk were legacy terms from the prior structure and will be transitioned to the new structure upon current term expiration.

As of January 27, 2023

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Eden Housing, Inc.

Website URL

<https://edenhousing.org/>

DUNS

058211947

Mailing Address

22645 Grand Street
Hayward, California, 94541

Project Contact Name

Teddy Newmyer

Title

Associate Director of Real Estate Development

Email Address

timgorman732@gmail.com

Phone Number

(619) 323-5954

Executive Director Name

Linda Mandolini

Executive Director Email Address

lmandolini@edenhousing.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

Eden Housing has developed and acquired nearly 12,000 residential units in 170 properties in cities throughout the San Francisco Bay Area, the Central Valley, and Southern California. Eden Housing is not only one of the oldest, but stands out as one of the most productive, successful and fastest growing nonprofit affordable housing developers in California. More than one-half of Eden Housing's portfolio has been produced in the last one-third of our organization's lifetime. We are recognized in the industry for our creative development approach that includes collaborating with local governments and tailoring projects to suit each locale. Eden is also committed to mentoring and supporting smaller, less-experienced community-based organizations in their housing development efforts. However, our work is not simply defined by the housing we build for low-income residents. Housing development is but one aspect of a neighborhood revitalization strategy that also includes professional property management and human support services for residents. Each of these elements involves partnering with communities, investing in neighborhoods and empowering people.

Eden Housing, Inc. revitalizes communities through a variety of housing development, property management and social services activities that meet the needs of lower income people. We build sustainable communities-through the housing we produce, the professional property management we provide, the support services we offer to residents, the partnerships we establish, and the investments we make in neighborhoods throughout California. Eden Housing's mission is to create and sustain high-quality affordable housing communities that advance equity and opportunity for all.

Have there been any recent or upcoming leadership transitions?

In October of 2022 Eden Housing brought on Shola Olatoye as Chief Operating Officer charged with overseeing the property operations, human resources, and business technology departments of the company. Prior to joining Eden Housing, Olatoye served as director of Housing and Community Development for the City of Oakland. As an appointed member of the city's executive team, she led a team of 74 people and oversaw more than \$100M of housing production and preservation capital. Olatoye has spent the last 6 months visiting each of Eden's 170+ properties personally to ensure that she can guide Eden Housing towards the best resident experience possible.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

Eden Housing published a new Strategic Plan in 2020 that aims at the creation of 10,000 new homes in the next ten years. The four pillars of this strategic plan are:

1. Significantly increase housing for low-income Californians
2. Support the stability and economic mobility of residents
3. Embed commitment to racial, social and economic justice in all of our work
4. Invest in key infrastructure to increase organizational agility and readiness for scale

As a part of its growth goals Eden plans to expand from a robust Northern California pipeline to a statewide development platform with the capacity to create more homes in high need communities.

If applicable, what is the organization's standing with licensing or other accreditation authorities?

Eden Housing maintains a certificate of good standing with the Secretary of State and maintains its designation as a 501©3.

How does your organization verify client income?

Staff shall obtain verifications in compliance with requirements set forth by the affordable housing programs regulations. No decision to accept or reject an application shall be made until all

verifications necessitated by the application form have been collected and any necessary follow-up interview has been performed.

Types of Verifications Required

All information relative to the following items must be verified as described in these procedures:

A. Eligibility for admission, such as:

1. Income
2. Assets and asset income
3. Household composition
4. Social security numbers
5. Full time student status

B. Allowances, such as:

1. Age, disability, or handicap, of household members
2. Medical costs (Elderly/Handicapped Families only)
3. Handicap expenses
4. Full time student status

Our organization will create a Tenant Selection Plan for this property which will use the below verification criteria.

A. Eligibility Information

B. Annual Income

C. Assets and Asset Income

D. Allowance Information

E. Social Security Numbers of all Household Members

F. Full-Time Student Status

All the above information must be documented and appropriate verification forms or letters placed in the applicant's file.

Only verified income information that is less than 90 days old may be used for certification or recertification.

Forms of Verification:

Documentation employed as part of the verification process may include:

- A. Checklists completed as part of the interview process and signed by the applicant;
- B. Verification forms completed and signed by Third Parties or Third-party oral with a record kept in the file;
- C. Documents provided by the household such as:
 1. Benefit checks
 2. Income tax returns
 3. W-2 forms
- D. Documentation of interviews with the household;
- E. Letters;
- F. Notes of telephone conversations with reliable sources;
- G. Photocopies of check stubs (three months consecutive check stubs as required by CTCAC and checking/savings account statements).

If third party verifications are not available, Staff will call the income source and keep written documentation, which will indicate the date of the conversation, source of the information, name and job title of the individual contacted, and a written summary of the information received. Each file will be documented to show that Staff attempted to obtain third party written documentation before relying on some less acceptable form of information.

Verifying Annual Income

A. Annual Income shall be based on the best available information, considering the past year's income, current income rate and effective date; and shall include estimates for each income recipient in the household.

B. The income of irregular workers will be estimated on the basis of the best information available, considering earning ability and work history.

C. When an applicant reports zero income, Staff will request a household budget or statement of financial responsibility from the applicant. Investigations will include ordering a credit report on the applicant.

D. Overtime income will be computed in accordance with verification obtained on the Employment Verification form from the employer unless the applicant is able to provide other reliable or accurate information.

General Project Information

Project Name

Oak Hill

Project Address

Sir Francis Drake Boulevard
Unincorporated, California, 94964

Assessor's Parcel Number (APN)

018-152-12

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

HOME-ARP

HTF/PLHA Amount Requested

\$1,500,000

HOME-ARP Amount Requested

\$1,500,000

CDBG/HOME-ARP applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

No

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

Oak Hill Apartments will be comprised of two affordable residential communities of equal size—115 apartments developed by Eden Housing targeted toward lower income families, and 135 apartments to be built by Education Housing Partners (EHP) for income qualifying teachers and staff of local school districts and county employees. This application is for funding for the Eden Housing/Lower Income portion of the Oak Hill Apartments (Oak Hill Eden). Oak Hill Eden will offer studios, one, two and three-bedroom for-rent apartment homes targeting families. Oak Hill Eden will share common infrastructure with the educator housing component, including some amenity areas and a parking structure. The preliminary design concept responds to the environment by gently terracing homes to maximize Bay and hillside views. The community will feature sustainable design, drought-tolerant landscaping, and high-quality finishes. Amenities will include a community room, computer lab, bike parking, as well as outdoor areas for socializing, playing, and reflecting.

The Design

The project will be spread between two buildings. One building will have the 4-story parking garage and

the EHP units above it. The portion of this building used by Oak Hill Eden will be Type I-A construction. All of the units and most of the amenities for Oak Hill Eden will be in a single building with five levels of units in a single phase. This building will be slab on grade Type III-A construction. This E shaped buildings will include office space for management and resident services as well as an array of amenities spaces, including a fitness center, community room, computer lab, and community kitchen. This will include 115 residential units, which is inclusive of 2, 2-bedroom managers units. The exterior will be designed to take advantage of the terrain and views. Outdoor amenities will playgrounds, planters, BBQ & Dining Areas, a dog run, and a rooftop terrace.

Services and Community Space

Two of the units will be set aside for live-in management staff so the property is well managed every day and night. The ground level of the building includes two property management offices for the full-time property manager, as well as two offices space for resident and supportive services staff who will provide a myriad of services – such as health and wellness, career, education, and financial literacy programming – to help ensure our residents succeed in their new homes.

The ground level also contains a community room that opens onto a landscaped patio, a computer room, laundry facilities, and secure bicycle parking rooms with a space for every unit. Parking will be provided in an on-site garage with for at least one car per unit. All floors including the parking garage are elevator accessible.

Neighborhood

The site is in Unincorporated Marin, in the sphere of influence of the City of Larkspur. It is along Sir Frances Drake Blvd between the housing community of Drakes Cove and the San Quentin State Prison. The site is walking distance to shopping at the Marin Country Mart and many transit centers, including the Larkspur Ferry Terminal.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

The total site is 8.3 acres, with Oak Hill Eden comprising 4.1 acres of the site. The site is currently owned by the State of California and managed by the Department of Corrections and Rehabilitation (CDCR). The site used to be used as the CDCR gun range but is currently unused with the exception of a small portion of the site, which has a sewer treatment facility.

Eden maintain site control through a lease option agreement with the State of California. Eden was awarded the right to develop this site through a Request for Proposal process through the State. This project has received \$600,000 in predevelopment funding through the Marin County Foundation. The project has applied for county funding through the Local Government Matching Grant. It also submitted a placeholder application to the California Debt Limit Allocation Committee in December 2022.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

The site is less than 0.5 miles from the Larkspur Ferry Terminal, which provides direct service to San Francisco and access to busses throughout Marin and the Bay Area. The development is less than .5 miles from Marin Country Mart, which provides a variety of food and shopping opportunities. A park, a medical clinic, and bike path are all within a mile of the project.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Phase I/II site assessment results

Potential hazards

Environmentally sensitive area or species

Sloping

Easements or encroachments

Notes or clarifying information on environmental issues:

The project has published a draft Environmental Impact Report which has studied all potential impacts from the project and found no significant impact in any of the above areas. The potential hazard on the site is lead from its history as a gun range. The state has promised to remediate all potential lead on the site.

Have you begun any state or federal environmental review procedures for the proposed project?

Yes

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Teddy Newmyer is the project manager for this project. He is an Associate Director of Real Estate Development with Een housing and has worked in affordable housing development for over 6 years, including on projects that utilized HOME & CDBG funding. Teddy has worked on Oak Hill Apartments beginning when Eden was going through the RFP process with the State of California. Teddy has experience managing and overseeing several other affordable housing developments through all stages of the development process including acquisition, entitlements, design, financing, construction, and leasing.

Tim Gorman has 1 year of experience managing the development of low-income housing. He has led two rehab projects and has supported Eden Staff on New Constuction Projects at different stages of development from pre-dev to placed-in-service. He has applied for and executed disbursement compliance for CDBG Funding, HOME-ARP funding, LIHTC, and local grant funding through bay area municipalities.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

All 170+ properties that Eden owns have an affirmative marketing plan in place, whether their funding requires it or not. Affirmatively marketing our projects is an important part of the Eden mission, and we have dedicated staff in-house who create these plans. The plan for Oak Hill will lay out outbound and inbound marketing strategies, demographics to target, and metrics for measuring the success of our plan.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

CDBG/HOME-ARP applicants only: How will this project Affirmatively Further Fair Housing?

Oak Hill Eden will follow an Affirmative Fair Housing Marketing Plan that will outline key steps and metrics for marketing to underrepresented populations. We will specifically target the populations identified as “least likely to apply” for this housing. The property will be marketed to these populations by the Property Manager, Property Supervisor, and Compliance Manager. After we receive applications

for the waiting list we will determine success based on the number of applicants who meet our "least likely" to apply criteria by the time we close the list. If a mix of the "least likely" to apply groups are not applying, We will revise our marketing plan to actively target and outreach to those under-represented groups.

Describe any past community engagement activities for this project, and future plans for community engagement.

Eden Housing, Inc. through Town Hall Public Relations has been in contact with many community organizations, public officials, neighbors and governmental bodies through the initial stages of development. We have had conversations with the neighbors on both sides of the project, California Department of Corrections and Rehabilitation to the east, and the Drake’s Cove Home Owner’s Association to the west.

Through the CEQA Process this project has had multiple public meetings to hear and respond to local resident’s concerns and support for this project. The project help a scoping meeting for the Environmental Impact Report (EIR) on April 11, 2022 and a public meeting on the draft EIR on March 16, 2023. The project also hosted two town hall meetings to solicit local input on the project, the first on October 28, 2021 and the second on October November 30, 2022.

Along with these meetings to engage local residents, project staff have met with multiple community organizations to solicit feedback on the project. To date the project staff has met with Marin Environmental Housing Collaborative, Southern Marin Fire Protection District, Marin County Office of Education, Greenbelt Alliance, Marin Organizing Committee, Canal Alliance, Marin Promise, Housing Crisis Action, and the League of Women Voters.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio	5	17	6			28
1 bed	5	17	4			26
2 bed	4	18	7			29
3 bed	4	18	8			30
4 bed						0
Other						0
TOTAL UNITS	18	70	25	0	0	113

Notes or clarifying information on the unit count:

There are two manager’s units.

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization’s purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The “Total” column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Similar existing Marin complex

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	196	37
Black/African American	25	6
Asian	87	20
American Indian/Alaskan Native	3	1
Native Hawaiian/Other Pacific Islander	3	1
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial	60	14
Other/Not Disclosed		
TOTAL (Unduplicated)	374	79

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

0

Female-headed households

0

Households that include person(s) with a disability

0

Project Planning

Select the current phase of the proposed project.

Cost Estimate

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Thursday, June 1, 2023

Complete planning and environmental review

Thursday, June 1, 2023

Release bid package

Monday, January 1, 2024

Select contractor

Friday, March 1, 2024

Finalize contract

Friday, November 1, 2024

Obtain building permits

Saturday, June 1, 2024

Start construction

Sunday, December 1, 2024

Complete construction

Thursday, July 1, 2027

CDBG/HOME-ARP applicants only: Describe any flexibility regarding your project's start/completion date.

The project schedule is mainly driven by 2 factors: 1) CEQA & Entitlements and 2) Securing Funding. We have recently published a focused EIR to meet the CEQA requirements. Concurrently with the EIR process, we will begin applying for financing through HCD and other sources. Our current schedule can be adjusted should funding not be secured in the initial rounds of application.

Will you be seeking Project Based Section 8 Vouchers for this project?

No

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Please describe in detail the entitlements and permits that will be required, and those already obtained. For example, Design Review, Master Plan, Zone Change, General Plan Change, Coastal Permit, etc.

Due to the State's ownership of the site, the State will be the lead agency on entitlements, CEQA, and permitting. The Department of General Services (DGS) will be the lead agency on most of these processes with help from Housing and Community Development (HCD). Entitlements will be granted by

the state once our CEQA process is complete. This process is being overseen by the Environmental Services Unit of HCD. Plan Check and Permitting will be overseen by the Project Management and Development Branch (PMDB) of DGS.

Describe any contact with the planning staff at the relevant government jurisdiction, and any specific feedback they provided.

The State of California has sovereignty over this site and will be controlling all entitlements through the Department of General Services (DGS). We are working with DGS closely as we design this project and taking their input into account through the schematic design and design development phases of this process.

Identify all applicable accessibility laws and specific accessibility requirements that must be met in the design of the proposed project.

The Oak Hill Project will be funded with the support of the California Tax Credit Allocation Committee (TCAC) and Housing and Community Development (HCD). The California Tax Credit Allocation Committee requires the following design standards, which we intend to meet. "All new construction projects must provide a minimum of fifteen percent (15%) of the Low Income Units with mobility features, as defined in CBC 11B 809.2 through 11B 809.4, and a minimum of ten percent (10%) of the Low Income Units with communications features, as defined in CBC 11B 809.5. These units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project consistent with 24 CFR Section 8.26."

HCD also has design standards which we intend to meet. The building standards are published in the California Code of Regulations, Title 24, known as the California Building Standards Code. This code includes a requirement to meet Americans With Disabilities Act design standards.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

1 Tax-Exempt Construction Loan \$59,156,177 Committed

The applicant has received a commitment for a tax-exempt construction loan in the amount shown above from JP Morgan Chase Bank.

2 Taxable Construction Loan \$29,235,237 Committed

The applicant has received a commitment for a taxable construction loan in the amount shown above from JP Morgan Chase Bank.

3 County of Marin \$1,000,000 Committed

The Applicant has received a commitment from the County of Marin in the amount shown above for this development. The loan has the following terms: 3% simple interest, residual receipts for 55 years.

4 Marin Community Foundation \$600,000 Committed

The Applicant has received a commitment from the Marin Community Foundation in the amount shown above for this development.

5 Land Donation \$8,625,000 Committed

The applicant has received a commitment from the State of California to donate the land.

6 Net Syndication Proceeds \$4,896,409

The project is expected to receive net equity pay-ins from the investor limited partner during construction in the amount shown above.

7 County of Marin CDBG 476,896 Committed

8 County Home-ARP \$1,500,000 This Application

9 County PLHA \$1,500,000 This Application

II. Permanent Financing

1 Tax-Exempt Perm Loan \$8,642,000 Committed

The applicant has received a commitment for a tax-exempt permanent loan in the amount shown above from JP Morgan Chase Bank.

2 HCD - MHP \$34,263,019 Application to Be Submitted in June 2023

The applicant has applied for an MHP award in the amount shown above through the 2023 SuperNOFA

process.

3 HCD - LGMG \$5,000,000 Application to Be Submitted in June 2023

The applicant intends to apply to HCD for LGMG funds in 2023 in the amount shown above. This award would be a 55 year term loan with a 3% interest rate

4 Deferred Developer Fee \$1,300,000 Committed

The applicant anticipates deferring a portion of the developer fee in the above amount.

5 GP Equity \$3,500,000 Committed

The GP anticipates contributing equity to the project in the above amount.

6 Net Syndication Proceeds \$48,964,094

The project is expected to receive net equity pay-ins from the investor limited partner in the amount shown above.

7 County of Marin \$1,000,000 Committed

The Applicant has received a commitment from the County of Marin in the amount shown above for this development. The loan has the following terms: 3% simple interest, residual receipts for 55 years.

8 Marin Community Foundation \$600,000 Committed

The Applicant has received a commitment from the Marin Community Foundation in the amount shown above for this development.

9 Land Donation \$8,625,000 Committed

The applicant has received a commitment from the State of California to donate the land.

10 County of Marin CDBG 476,896 Committed

11 County Home-ARP \$1,500,000 This Application

12 County PLHA \$1,500,000 This Application

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

The HCD MHP award of \$34,263,019 through the Super NOFA process was recently denied due to a lack of entitlements on the project. The project anticipates applying again in Summer 2023 once CEQA is complete and we receive full readiness-to-proceed points on our application. With these points our application would have been awarded in the last round, and we anticipate that our stronger application in 2023 will allow us to receive our full ask.

Oak Hill will apply for the Local Government Matching Grant funding once the rest of its local funding has been secured. Since that funding is reserved for excess site projects there is a high likelihood that Oak Hill will be awarded its full ask.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

A big point of flexibility in Oak Hill's budgeted sources of funds are the Local Government Matching Grant funds through California's HCD. These funds are designated for excess sites identified as a part of Gavin Newsome's Executive Order N-06-19 including the Oak Hill project. This funding source will match certain local government funding that the project receives, so the local funding like this Marin County NOFA can be worth twice as much if awarded. As our sources of local funding continue to grow this pool of state funding will grow and allow us to fill any potential gaps in our pro forma.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

For explanations see sources and Uses tab of attached excel spreadsheet.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

On May 24, 2022 the Marin County Board of Supervisors awarded this project a loan of \$1,000,000 from

the county's Affordable Housing Fund for affordable housing predevelopment. These funds will be integral to the predevelopment schematics, entitlements, and design. On April 14, 2022 the Marin County Board of Supervisors awarded Oak Hill \$476,896 of Community Development Block Grant (CDBG) funding. These funds are going to contribute to site improvements and infrastructure to serve this development.

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?

Eden Housing owns a project at 3301 Kerner Boulevard in San Rafael that has an outstanding loan with the county. The project plans to draw down on the majority of the loan at closing just a few weeks after the date of this application. Some funds cannot be drawn down at closing due to a lagging standard agreement from HCD, so those remaining funds will be drawn down with the first construction draw.

The Vivalon Healthy Aging Campus at 999 3rd Street in San Rafael has spent \$709,084 of the \$730,211 Marin County HOME Loan it received. The project will spend the balance before construction completion later this year.

The adaptive reuse project at the former US Coast Guard housing facility in Point Reyes Station was recently awarded a loan of \$714,250 in PLHA funds from Marin County. The project has not yet received the funds due to a lagging standard agreement from HCD. If the project can access this funding from predevelopment then it will be spent within the next two years. If not, the funds will go toward the construction proposed to begin at the end of 2025.

CDBG/HOME-ARP applicants only: Describe your organization's experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?


The majority of Eden Housing projects receive some funding that triggers either State or Federal Prevailing wage requirements. Eden Housing is experienced with State and Federal prevailing wage requirements and will have no problem remaining compliant with all requirements. Since the Oak Hill Project will be triggering Davis Bacon it will engage a Davis Bacon Prevailing wage monitor to ensure compliance and engage a contractor with experience in prevailing wage jobs who can meet all the requirements of Davis Bacon.


Describe your ability to complete financing for this project with a subset of units deed restricted at 30% of the Area Median Income (AMI). How many units can your project support at 30% AMI?

Our budget currently supports 18 units at 30% AMI out of a total of 113 income-restricted units.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: "2023-24 [Document Name] for [Organization Name]- [Project Name]."

 2023-2024 Board for Eden - O...pdf

 2023-2024 FS (19-20) for Ede...pdf



2023-2024 FS (20-21) for Ede...pdf



2023-2024 IRS Exempt for Ed... .pdf



2023-24 Excel Spreadsheet E... .xlsx



2023-24 High Level Budget E... .pdf



2023-24 Lease Option Agree... .pdf

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Tim Gorman

Title of Person Completing this Application

Project Developer

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

Base Scenario			
	<i>Units Managed / Added</i>	<i>Units Added</i>	<i>Units Added</i>
	9,365	9,560	9,682
EDEN HOUSING	195	122	161
2023 CORPORATE BUDGET			
CASH BASIS	2023 Budget	2024 Projections	2025 Projections
Developer Fee	17,679,187	12,594,361	15,077,873
Service Program Fees	6,410,048	6,602,349	6,800,420
Property Management & Services Fee	12,120,196	12,547,033	13,030,491
Asset Management Fees	1,943,719	1,999,564	1,999,564
Affiliate Loans-Notes Receivables	4,840,759	4,616,969	4,473,934
Distributable Cash From Properties	2,443,739	4,659,247	4,659,247
Portfolio Distributions	9,228,217	11,275,780	11,132,745
Grants & Contributions	1,466,490	1,226,490	1,226,490
Dividend & Interest Income	934,538	934,000	934,000
Investment Gains (Losses)	(915,000)	-	-
Other Income	1,486,028	2,160,490	2,160,490
Total Cash Revenue	\$ 46,923,676	\$ 45,180,013	\$ 48,202,019
Payroll Expense	29,180,078	30,960,860	32,783,544
	68%	68%	69%
Operating Expenses	7,172,373	7,453,256	7,685,853
Service Program Expenses	6,466,342	6,602,349	6,800,420
Service Program Expenses			
Office Improvements	9,500	9,975	10,474
Debt Service	137,912	164,831	130,625
MGP Expenses	208,003	208,003	208,003
Other Expenses	355,414	382,808	349,101
Total Cash Expenses	43,174,208	45,399,273	47,618,918
Net Cash Income, Recurring	\$ 3,749,468	\$ (219,260)	\$ 583,101

Village at Oak Hill

County: Marin

APN

Address

SOURCES OF FUNDS	TOTAL	RESIDENTIAL		Construction Period	
Perm Loan	8,642,000	8,642,000	7.00%		35
Land Donation	8,625,000	8,625,000		8,625,000	
County (AHF)	1,000,000	1,000,000		1,000,000	
County (HOME-ARP)	1,500,000	1,500,000		1,500,000	
County (PLHA)	1,500,000	1,500,000		1,500,000	
County (CDBG)	476,896	476,896		476,896	
Marin Cmty Foundation/Other	600,000	600,000		600,000	
LGMG	5,000,000	5,000,000			
MHP (at loan limit)	34,263,019	34,263,019			
Deferred Developer Fee - Priority (HCD cap)	1,300,000	1,300,000			
GP equity/Non-Priority Def Fee	50% 3,500,000	3,500,000			
Investor Capital Contributions	federal 48,964,094	48,964,094		4,896,409	
	state 0	0			
TOTAL SOURCES	115,371,008	115,371,008	funds available	18,598,305	
			Const. period	106,989,719	
Construction loan needed	88,391,414		tax-exempt	59,156,177	7.50%
	24 mo const +		taxable	29,235,237	7.75%
	Surplus/Gap	0			
					100.00%

USES OF FUNDS	TOTAL COST	RESIDENTIAL	BASIS 4% CREDIT	Construction Period Costs	Explanation
<i>LAND COST/ACQUISITION</i>					
Land Cost or Value - Donation	8,625,000	8,625,000		8,625,000	Appraisal
Title and Escrow	10,000	10,000		10,000	Estimated from comparab
Total Acquisition Cost	8,635,000	8,635,000		8,635,000	
<i>NEW CONSTRUCTION</i>					
Structures	56,157,407	56,157,407	56,157,407	56,157,407	GC Estimate
Solar Net Cost	350,000	350,000	350,000	350,000	GC Estimate
Escalation Contingency	15.0% 8,823,438	8,823,438	8,823,438	8,823,438	GC Recommendation
General Requirements	2,527,083	2,527,083	2,527,083	2,527,083	GC Estimate
Contractor Insurance & Bond	350,000	350,000	350,000	350,000	GC Estimate
Contractor Overhead & Profit	1,965,509	1,965,509	1,965,509	1,965,509	GC Estimate
Total New Construction Costs	70,173,438	70,173,438		70,173,438	
<i>ARCHITECTURE & ENGINEERING</i>					
Design	1,200,000	1,200,000	1,200,000	1,200,000	Contract & Architect Estim
Survey and Engineering	675,000	675,000	675,000	675,000	Estimated from comparab
Total Architecture & Engineering	1,875,000	1,875,000	1,875,000	1,875,000	
<i>CONSTR. INTEREST & FEES</i>					
Const. Loan Interest	11,170,740	11,170,740	6,702,444	11,170,740	Calculated based on costs
Predevelopment loan interest	80,530	80,530	80,530	80,530	Calculated based on costs
City or County loan fees	30,000	30,000	30,000	30,000	Estimate
Insurance	519,721	519,721	519,721	519,721	Estimated from comparab
Title and Recording	35,000	35,000	35,000	35,000	Estimated from comparab
Total Construction Interest and Fees	11,835,992	11,835,992		11,835,992	
<i>PERMANENT FINANCING</i>					
Cost of Bond Issuance	1,231,138	1,231,138	662,936	1,231,138	See details in table to the
Title and Recording	15,000	15,000		0	Estimated from comparab
Legal	25,000	25,000		0	Estimated from comparab
Total Permanent Financing Costs	1,271,138	1,271,138		1,231,138	
<i>LEGAL FEES</i>					
Sponsor Legal	75,000	75,000	75,000	75,000	Estimated from comparab
Total Attorney Costs	75,000	75,000		75,000	
<i>RESERVES</i>					
Capitalized Operating Reserve - 4 mo	731,289	731,289			Calculated from estimated
Resident Services Reserve	1,410,000	1,410,000			Calculated from estimated
Total Reserve Costs	2,141,289	2,141,289		0	

Total Appraisal Costs		5,000	5,000	5,000	5,000	Contracted
Total Construction Contingency Costs	10.00%	6,135,000	6,135,000	6,135,000	6,135,000	
<i>OTHER</i>						
Tax Credit App./Alloc./Monitoring fees		99,871	99,871		99,871	Calculated from TCAC Fe
Const Management		300,000	300,000	300,000	300,000	Estimated from comparab
Local Development Impact Fees		2,357,500	2,357,500	2,357,500	2,357,500	Estimated from comparab
Permit Processing Fees		1,380,000	1,380,000	1,380,000	1,380,000	Estimated from State.
Testing		165,000	165,000	165,000	165,000	Estimated from comparab
Market Study		10,000	10,000		10,000	
Marketing & Lease up		153,750	153,750		153,750	Estimated from comparab
Environmental & Certifications		800,000	800,000	800,000	800,000	For CEQA work - Contract
Furnishings		138,000	138,000	138,000	138,000	Estimated from comparab
Soft Cost Contingency - ADJUST HERE	7.23%	683,030	683,030	683,030	683,030	
Total Other Costs		6,087,151	6,087,151		6,087,151	
Total Project Cost		108,234,008	108,234,008	92,117,599	106,052,719	
<i>DEVELOPER COSTS</i>						
Developer Overhead/Profit		7,000,000	7,000,000	7,000,000	800,000	Based on HCD/TCAC limi
Total Developer Costs		7,000,000	7,000,000	7,000,000	800,000	
TOTAL PROJECT COST		115,234,008	115,234,008	99,117,599	106,852,719	
<i>Syndication Costs</i>						
Legal - Syndication		57,000	57,000		57,000	Estimated from comparab
Audit & Accounting		20,000	20,000		20,000	Based on Cohen Reznick
Consultant - Syndication		60,000	60,000		60,000	Based on CEI contract
Total Syndication Costs		137,000	137,000		137,000	
TOTAL PROJECT COSTS INCL. SYNDICATION		115,371,008	115,371,008	99,117,599	106,989,719	

Operating Budget

Income

Tenant Income		2,435,652
Laundry		12,420
Vacancy	5%	-122,404
EGI from tenant rents		2,325,668

Total Project EGI **2,325,668**

Expenses

Operating expenses		1,149,041
Services		180,903
Monitoring fee		0
Bond Monitoring fee		10,803
NET OPERATING INCOME		984,922
Debt Service - Tranche A		662,520
Debt Service - Tranche B		0
Operating Reserve		0
MHP Debt Service		143,905
HCD Monitoring Fee		0
Replacement Reserve		57,500

Excess Cash		120,998
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CASH FLOW ANALYSIS

Tenant Income

Unit Size	AMI	# of Units	Monthly		Total		Utility Allowance	Marin County 2022 RENTS		Total Annual Gross Rents	Max TC rents
			Rent Charged	Total Monthly	Total Annual	Gross Rents					
Studio	30%	5	929	4,645	55,740	49	978	4,890	978		
Studio	40%	6	1,256	7,536	90,432	49	1,305	7,830	1,305		
Studio	50%	11	1,582	17,402	208,824	49	1,631	17,941	1,631		
Studio	60%	6	1,908	11,448	137,376	49	1,957	11,742	1,957		
1 BR	30%	5	990	4,950	59,400	58	1,048	5,240	1,048		
1 BR	40%	6	1,340	8,040	96,480	58	1,398	8,388	1,398		
1 BR	50%	11	1,690	18,590	223,080	58	1,748	19,228	1,748		
1 BR	60%	4	2,039	8,156	97,872	58	2,097	8,388	2,097		
2 BR	30%	4	1,177	4,708	56,496	81	1,258	5,032	1,258		
2 BR	40%	6	1,597	9,582	114,984	81	1,678	10,068	1,678		
2 BR	50%	12	2,016	24,192	290,304	81	2,097	25,164	2,097		
2 BR	60%	7	2,436	17,052	204,624	81	2,517	17,619	2,517		
3 BR	30%	4	1,350	5,400	64,800	104	1,454	5,816	1,454		
3 BR	40%	6	1,835	11,010	132,120	104	1,939	11,634	1,939		
3 BR	50%	12	2,319	27,828	333,936	104	2,423	29,076	2,423		
3 BR	60%	8	2,804	22,432	269,184	104	2,908	23,264	2,908		
Manager - 2 BR		2									
Income		115		180,539	2,435,652	Avg Afford		46.90%			
Laundry		9	1,035		12,420						
Vacancy			5.0%		-122,404						
EGI from tenant rents					2,325,668						
Section 8 income				Net Rent	S8 Rent differential						
									0		
				0					0		
				0					0		
				0					0		
				0					0		
Section 8 income				0	0%				0		
Vacancy			5.00%						0		
									0		
EGI Section 8 income									0		

Total Project EGI

2,325,668

Expenses					
Operating expenses	9,992	pupy	115	100.0%	1,149,041
Staff Salaries					218,658
Staff Benefits					105,561
Payroll Taxes & Workers Comp					12,396
Admin Expenses					95,254
Management Fee					96,600
Utilities					228,229
Trash					88,500
Maintenance Contracts					140,500
Other Mainenance					58,775
Taxes & Insurance					104,568
Services	1,573	pupy			180,903
Monitoring fee			0		0
Bond Monitoring fee					10,803

HCD Cap

NET OPERATING INCOME

984,922

Debt Service - Tranche A					662,520
Debt Service - Tranche B					0
Operating Reserve		all capitalized			0
MHP Debt Service	0.42%				143,905
HCD Monitoring Fee	0.42%				0
Replacement Reserve	500				57,500
Excess Cash					120,998
					1.15

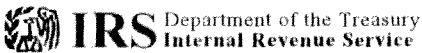
Supportable debt	tenant	8,642,000		
tenant rent	35	7.00%	1.15	

20 YEAR CASH FLOW

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Operations																					
Potential Gross Tenant Income	2.50%	2,435,652	2,496,543	2,558,957	2,622,931	2,688,504	2,755,717	2,824,610	2,895,225	2,967,605	3,041,796	3,117,840	3,195,786	3,275,681	3,357,573	3,441,513	3,527,550	3,615,739	3,706,133	3,798,786	3,893,756
	2.50%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry	2.50%	12,420	12,731	13,049	13,375	13,709	14,052	14,403	14,763	15,133	15,511	15,899	16,296	16,704	17,121	17,549	17,988	18,438	18,898	19,371	19,855
Vacancy	5.00%	-122,404	-125,464	-128,600	-131,815	-135,111	-138,488	-141,951	-145,499	-149,137	-152,865	-156,687	-160,604	-164,619	-168,735	-172,953	-177,277	-181,709	-186,252	-190,908	-195,681
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EGI - Tenant Rent		2,325,668	2,383,810	2,443,405	2,504,490	2,567,103	2,631,280	2,697,062	2,764,489	2,833,601	2,904,441	2,977,052	3,051,478	3,127,765	3,205,960	3,286,109	3,368,261	3,452,468	3,538,780	3,627,249	3,717,930
Section 8/VASH Increment	2.50%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Vacancy	5.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EGI - Section 8/VASH increment income		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Effective Gross Income (EGI) - Residential		2,325,668	2,383,810	2,443,405	2,504,490	2,567,103	2,631,280	2,697,062	2,764,489	2,833,601	2,904,441	2,977,052	3,051,478	3,127,765	3,205,960	3,286,109	3,368,261	3,452,468	3,538,780	3,627,249	3,717,930
Less Annual Operating Expenses	3.50%	1,149,041	1,189,257	1,230,881	1,273,962	1,318,551	1,364,700	1,412,465	1,461,901	1,513,068	1,566,025	1,620,836	1,677,565	1,736,280	1,797,050	1,859,946	1,925,044	1,992,421	2,062,156	2,134,331	2,209,033
Less services	3.50%	180,903	187,235	193,788	200,570	207,590	214,856	222,376	230,159	238,215	246,552	255,182	264,113	273,357	282,924	292,827	303,076	313,683	324,662	336,025	347,786
Less County Monitoring Fee	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Bond Monitoring fee	0.00%	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803	10,803
Net Annual Operating Income		984,922	996,516	1,007,934	1,019,155	1,030,159	1,040,922	1,051,419	1,061,626	1,071,516	1,081,061	1,090,232	1,098,998	1,107,326	1,115,183	1,122,533	1,129,339	1,135,561	1,141,159	1,146,090	1,150,309
Less Debt Service - First		662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520	662,520
Less Debt Service- Sec 8 loan	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less MHP Debt Service		143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905	143,905
Less NPLH Monitoring Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Replacement Reserves		57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500	57,500
Cash Flow		120,998	132,591	144,009	155,231	166,235	176,997	187,495	197,702	207,592	217,137	226,308	235,074	243,402	251,259	258,609	265,414	271,637	277,235	282,166	286,384
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		1.15	1.16	1.18	1.19	1.21	1.22	1.23	1.25	1.26	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.34	1.35	1.36
Investor asset management fee	3%	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563					
Deferred developer fee	100%	115,998	127,441	138,705	149,767	160,607	171,201	181,525	191,553	201,258	210,613	219,588	228,153								
Partnership Management	3%																				
50% to sponsor		0	0	0	0	0	0	0	0	0	0	0	0	118,137	121,958	125,523	132,707	135,818	138,617	141,083	143,192
residual receipts to lenders		0	0	0	0	0	0	0	0	0	0	0	0	118,137	121,958	125,523	132,707	135,818	138,617	141,083	143,192
Services Reserve																					
balance		1,410,000	1,364,463	1,316,859	1,267,111	1,215,143	1,160,874	1,104,222	1,045,101	983,421	919,092	852,017	782,099	709,234	633,318	554,242	471,891	386,150	296,896	204,005	107,346
draw	3.50%	52,325	54,156	56,052	58,014	60,044	62,146	64,321	66,572	68,902	71,314	73,810	76,393	79,067	81,834	84,698	87,663	90,731	93,906	97,193	100,595
deposit																					
interest earned	0.50%	6,788	6,552	6,304	6,045	5,775	5,494	5,200	4,893	4,573	4,239	3,891	3,529	3,151	2,757	2,348	1,921	1,477	1,015	534	34
ending balance		1,364,463	1,316,859	1,267,111	1,215,143	1,160,874	1,104,222	1,045,101	983,421	919,092	852,017	782,099	709,234	633,318	554,242	471,891	386,150	296,896	204,005	107,346	6,784

Oak Hill Apartments - EDEN

Task / Milestone	Duration (Mos.)	Start Date (start of period)	End Date (end of period)
Entitlement	24	Jan-21	Feb-21
Due Diligence	12	Jan-21	Jan-22
CEQA	24	Jun-21	Jun-23
Schematics Review	9	Sep-22	Jun-23
Entitlement Approvals	0	Jun-23	Jun-23
Permitting	12	Jun-23	Jun-24
Design Development	4	Jun-23	Oct-23
Construction Documents	5	Oct-23	Mar-24
Building Dept & HCD Review	6	Mar-24	Sep-24
Permits Received	0	Sep-24	Sep-24
Financing	24	Jun-23	Jun-25
Affordable Housing Financing	18	Jun-23	Dec-24
HCD Financing	7	Jun-23	Jan-24
TCAC/CDLAC Financing	11	Jan-24	Dec-24
Construction	29	Dec-24	May-27
Site Work	6	Dec-24	Jun-25
Foundations	6	Jun-25	Dec-25
Vertical Construction	17	Dec-25	May-27
TCO/First Occupancy	0	May-27	May-27
Final Completion	2	May-27	Jul-27
Leasing	8	Dec-26	Aug-27
Resident Selection	8	Dec-26	Aug-27
Community Outreach	69	Jan-21	Oct-26
Stakeholder Meetings	30	Jan-21	Jul-23
Community Meetings/Study Sessions	30	Jan-21	Jul-23
General Stakeholder Discussions	80	Jan-21	Sep-27



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
23-1716750 000000 00 000
00018272
BODC: TE

EDEN HOUSING INC
22645 GRAND ST
HAYWARD CA 94541-5031



017492

Employer Identification Number: 23-1716750
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 1986, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "Michele M. Sullivan".

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
94-2946400 000000 00 000
00018275
BODC: TE

EDEN HOUSING MANAGEMENT INC
22645 GRAND ST
HAYWARD CA 94541-5031



017491

Employer Identification Number: 94-2946400
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in November 1986, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
94-3315887 000000 00 000
00018276
BODC: TE

EDEN HOUSING RESIDENT SERVICES INC
% LORI GANZ
22645 GRAND ST
HAYWARD CA 94541-5031



017490

Employer Identification Number: 94-3315887
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in March 2000, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

INCUMBENCY CERTIFICATE
Eden Housing, Inc.

The persons named below are the members of the Board of Directors of the corporation named above and/or are the Officers duly elected or appointed to the offices set forth opposite their names.

NAME	OFFICE	CURRENT TWO-YEAR TERM (OFFICERS) CURRENT TERM (DIRECTORS)
Jim Kennedy	Chair Director	January 2022- January 2024* January 2021 - January 2025*
Rudy Johnson	Vice Chair Director	January 2022 - January 2024* January 2022 - January 2026*
Amy Neches	Treasurer Director	January 2022 – January 2024* January 2020 – January 2024*
Cheryl O’Connor	Secretary Director	January 2022 – January 2024* January 2023 – January 2026
Calvin Whitaker	Assistant Secretary Director	January 2023 – January 2024 January 2020 - January 2024*
Annette Billingsley	Director	January 2020 - January 2024*
Nicholas Randall	Director	January 2020 – January 2024 *
John Gaffney	Director	January 2020 - January 2024*
Doug Kuerschner	Director	January 2022 - January 2024*
Grace Li	Director	January 2023 - January 2026
Joe Postigo	Director	January 2022 - January 2024*
Sean Callum	Director	January 2023 – January 2026
Sheila Burks	Director	January 2020 – January 2024*
Candice Gonzalez	Director	January 2022 – January 2026*
David Garcia	Director	January 2022 – January 2026*
Ali Solis	Director	January 2023 – January 2026
Kara Douglas	Director	January 2023– January 2026

Linda Mandolini, President (non-voting), serves at the will of the Board and is authorized to sign on behalf of the Corporation.

*The bylaws were amended in 2022 to include a new term limit structure, shifting from three 4-year terms to four 3-year terms for directors, and one 3-year term for officers. Director terms marked with an asterisk were legacy terms from the prior structure and will be transitioned to the new structure upon current term expiration.

As of January 27, 2023

GROUND LEASE OPTION AGREEMENT (San Quentin)

This Ground Lease Option Agreement (“**Agreement**”) is entered into by and between (a) the STATE OF CALIFORNIA (“**State**”), acting by and through the DEPARTMENT OF GENERAL SERVICES (“**DGS**”), with the consent of the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (“**HCD**”) and CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (“**CDCR**”), on the one part, and (b) Eden Housing, Inc., a California corporation (“**EHI**”), and Education Housing Partners, Inc., a California nonprofit public benefit corporation (“**EHP**”) and collectively with EHI, (“**Optionee**”), on the other part. The STATE and Optionee may sometimes hereinafter be referred to as “**Party**” or collectively as the “**Parties**”. Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined.

RECITALS

A. STATE is the fee owner of that certain real property, together with all improvements located thereon, located at Marin County (“**County**”), State of California, with Assessor’s Parcel Number(s): 018-152-12, more particularly described and depicted in **Exhibits A and B**, attached hereto and incorporated herein by this reference (the “**State Parcel**”).

B. Pursuant to that certain DGS Request for Proposal No. 3-20 issued in accordance with Executive Order N-06-19 (the “**RFP**”) with respect to the approximately eight and three tenth (8.3) acre portion of the State Parcel more particularly described and depicted in **Exhibit C**, attached hereto and incorporated by this reference (the “**Option Property**”), Optionee submitted a responsive bid proposal to the RFP (“**Optionee’s Bid Proposal**”) and Optionee was selected to develop, finance, and construct the affordable housing project proposed in Optionee’s Bid Proposal (the “**Optionee Project**”) at the Option Property.

C. Pursuant to the RFP and to facilitate the development of the Optionee Project, State and Optionee desire to enter into two (2) ninety-nine (99) year ground leases (each, a “**Ground Lease**” and collectively, the “**Ground Leases**”) for the development and construction of the Optionee Project consistent with Optionee’s Bid Proposal and the requirements and guidelines set forth in the RFP. The Optionee Project is intended to be developed as two (2) concurrent sub-projects, with EHI entering into one (1) Ground Lease (the “**EHI Ground Lease**”) for the portion of the Optionee Property depicted in **Exhibit D**, attached hereto and incorporated by this reference (the “**EHI Property**”), to develop one hundred fifteen (115) lower income units (the “**EHI Project**”) and EHP entering into the second Ground Lease (the “**EHP Ground Lease**”) for the portion of the Option Property depicted in **Exhibit D**, attached hereto and incorporated by this reference

(the “**EHP Property**”) to develop one hundred fifteen (115) to one hundred thirty five (135) moderate income units (the “**EHP Project**”).

D. In accordance with the terms and conditions herein, Optionee will finance, design, develop, construct, operate, and maintain the housing units comprising the Optionee Project on the Option Property.

E. This Agreement is not a lease, and grants Optionee no current real property interest in, right to use or otherwise occupy the Option Property.

F. The Ground Leases or any other real property interest agreement that binds State to grant a current interest in real property to Optionee shall not be entered into or otherwise executed, if at all, unless and until (i) Optionee properly exercises the option granted herein with respect to both of the Ground Leases, and (ii) all conditions and obligations contained herein have been fully satisfied and/or waived in writing by the Party benefitted thereby.

G. In order for Optionee to demonstrate site control over the Option Property for the purpose of submitting its financing applications and to provide the Parties an understanding of the development potential of the Option Property before entering into the Ground Leases, if at all, Optionee desires to obtain an option to ground lease the Option Property from State and State is willing to grant an option to Optionee to ground lease the Option Property pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, all of which are incorporated into this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Effective Date.** The “**Effective Date**” of this Agreement shall be the date it is signed on behalf of the State by and through DGS.
2. **Option.** State hereby grants Optionee the option to ground lease the Option Property from State upon the terms and conditions set forth in this Agreement (the “**Option**”) during the Option Term (as defined in Section 4, below).
3. **Option Consideration.** No later than ten (10) business days after the Effective Date, Optionee shall pay State the sum of ONE HUNDRED AND NO/100THS DOLLARS (\$100.00) (“**Option Payment**”). The Option Payment shall not be refundable for any reason and shall not be credited to any payments under the Ground Lease.

4. Option Term. The “**Option Term**” shall commence upon the Effective Date and shall expire on the date that is three (3) years after the Effective Date (the “**Expiration Date**”); provided, however, if (a) there is a legal challenge to the certification of the Project CEQA document and (b) Optionee elects to defend such legal challenge, the Option Term shall automatically be tolled until the earlier to occur of (y) the date that is nine (9) months after the resolution of the legal challenge or (z) the date that is one (1) month after the lead agency approves/certifies any corrections or supplements to the Project CEQA document required in conjunction with the resolution of the legal challenge. Notwithstanding the foregoing to the contrary, at any time after Optionee’s payment of the Option Payment and in Optionee’s sole discretion, Optionee may terminate this Agreement by providing written notice to State of Optionee’s election to terminate this Agreement
5. Exercise of Option. Subject to the conditions set forth below in Section 6, the Option may only be exercised by Optionee’s execution and delivery of a written exercise of Option to State with respect to both of the Ground Leases during the Option Term. The Option may not be exercised until all the conditions set forth below in Section 6 are satisfied and/or waived in writing by the Party benefitted thereby. Optionee acknowledges that Optionee shall have no right to exercise the Option with respect to one Ground Lease and not the other Ground Lease.
6. Conditions. Optionee’s right to exercise of the Option is conditioned upon and subject to the satisfaction or the State’s written waiver (in the State’s sole and absolute discretion) of the following conditions:
 - a. Approval of Property by Optionee. Within thirty (30) days following the Effective Date, Optionee shall have notified the State in writing of its approval of the suitability of the Option Property for Optionee’s intended use and development of the Option Property. In accordance with the terms of that certain Right of Entry (the “**ROE**”) attached hereto and made a part hereof (See **Exhibit E**) by and between Optionee and DGS, Optionee has been given permission by the State to conduct due diligence inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations to determine, among other things, if all needed entitlements can be procured in an acceptable form to develop and construct the Optionee Project as identified in Optionee’s Bid Proposal at the Option Property) with respect to the Option Property as Optionee may elect to make or maintain.

- b. Environmental Requirements. Optionee shall have obtained Final Approval of the Project Entitlements prior to the expiration of the Option Term. As used herein, the term “**Project Entitlements**” means the land use entitlements, permits and other required governmental regulatory approvals necessary for the development and construction of the Optionee Project, including, without limitation, (i) California Environmental Quality Act (set forth in Public Resources Code, Section 21000 et seq., “**CEQA**”) and (ii) any demolition, grading and building permits for the Optionee Project (collectively, the “**Construction Permits**”). As used herein, the term “**Final Approval**” means that the applicable government agency/official has taken its final action with respect to the subject Project Entitlement and all applicable administrative appeal or legal challenge periods have expired without the timely filing of an administrative appeal or legal challenge, or, in the event of the timely filing of an administrative appeal or legal challenge, such matters has been finally resolved in a manner that permits the development of the Optionee Project.

Optionee shall be responsible for obtaining all of the Project Entitlements. The Parties agree and acknowledge that the State retains full discretion to approve, disapprove or condition the final Project to be developed and constructed at the Option Property, including, but not limited to, requiring additional mitigation measures or alternatives necessary to avoid or substantially lessen the environmental impacts of the Optionee Project. Any approval of the Optionee Project is expressly conditioned on Optionee’s compliance with any applicable CEQA requirements.

- c. Construction Documents. Prior to the expiration of the Option term, Optionee shall have obtained the State’s approval that the Construction Documents for the Optionee Project comply with all applicable requirements of the California building code and local fire safety and access requirements (collectively, the “**Building Codes**”). The State agrees that separate sets of Construction Plans will be submitted for the EHI Project and the EHP Project.

Optionee shall develop a complete set of architectural, civil, structural, mechanical and electrical drawings and specifications sufficient to enable contractors to compile bids for and construct the Optionee Project (the “**Construction Documents**”). Optionee shall submit to the State three (3) complete copies of the “Building Permit Set” of the Construction Documents for the State’s review and comment. The State shall either

accept or return the submitted review sets with comments to Optionee. If the State provides comments to a review set, Optionee shall re-submit a revised review set with corrections completed within thirty (30) days from the date State returns the review sets to Optionee with comments. The State shall either accept or return the submitted revisions with comments to Optionee. This sequence shall continue until the review is approved by the State. The State shall not unreasonably withhold, condition or delay its disapproval of Construction Documents.

- d. Project Financing. Prior to the expiration of the Option Term, Optionee shall provide satisfactory evidence of Optionee's ability to finance the cost of the Optionee Project, which may be evidenced by (i) commitments from the Optionee's tax credit investors and/or the lenders providing development and construction financing for the Optionee Project or (ii) the applicable Joint Powers Authority shall have approved the issuance of the subject bonds providing development and construction financing for the Optionee Project subject to adopted financial parameters. The State agrees that separate financing plans will be submitted for the EHI Project and the EHP Project. The State shall not unreasonably withhold, condition or delay its approval of a proposed financing plan. If Optionee plans to hypothecate the leasehold interest contemplated by one or both of the Ground Leases as security for the subject financing, Optionee shall submit substantially final versions of all documents proposed in the financing transaction along with a request for States' consent to the proposed hypothecation in accordance with the terms of the applicable Ground Lease, which consent (1) shall not be withheld if the proposed hypothecation meets the requirements of permitted financing under the applicable provisions of the applicable agreed-upon form of Ground Lease and (2) otherwise shall not be unreasonably withheld.
- e. Affirmative Fair Housing Compliance. In all of Optionee's activities, Optionee shall comply with all applicable state and federal fair housing laws, including the Americans with Disabilities Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code section 11135, Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. section 794), and applicable regulations issued under those statutes, including, but not limited to, 24 C.F.R. Part 8, 24 C.F.R. Part 100, 28 C.F.R. Part 35, and Cal Code Regs., title 2, division 4.1, chapter 5, subchapters 6 and 7.

Prior to the expiration of the Option Term, Optionee shall adopt a written non-discrimination policy. Optionee shall provide a copy of this policy to HCD for its review and approval prior to the earlier to occur of (y) two (2) months prior to the expiration of the Option Term or (z) execution of the Ground Lease. The policy shall state that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available to the site on the grounds of: (i) race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), veteran or military status, or all other personal characteristics protected from discrimination under federal or state fair housing laws, (ii) being perceived to have any of these characteristics, or (iii) being associated with a person who has, or is perceived to have, any of these characteristics.

Optionee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to HCD. Optionee shall provide a copy of this plan to HCD for its review and approval prior to the earlier of (y) two (2) months prior to the expiration of the Option Term or (z) execution of the Ground Lease. Appropriate aspects of the plan shall be incorporated into the ongoing property management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for housing.

- f. Construction Assurances. Prior to the expiration of the Option Term, Optionee shall provide evidence that, when the Ground Leases are executed, Optionee will provide assurances of construction completion in accordance with the Ground Leases, or a letter of intent bond that is sufficient to assure State that a bond is forthcoming consistent with the Ground Leases.
 - g. Evidence of Insurance. Prior to the expiration of the Option Term, Optionee shall provide evidence of insurance coverage which will be available when the Ground Leases are fully executed, and which fully complies with the requirements of the Ground Leases.
7. Ground Lease of the Option Property. If all necessary conditions and obligations contained in this Agreement are satisfied and if Optionee elects to exercise the Option and ground lease the Option Property from the State, the State and Optionee shall

execute the Ground Leases substantially in the form agreed upon by the Parties during the Option Term. The Parties shall memorialize their agreement on the forms of the Ground Leases pursuant to an amendment to this Agreement.

8. Assignment. The qualifications and identity of Optionee are of particular concern to the State. It is because of those unique qualifications and identity that the STATE has entered into this Agreement with Optionee. Accordingly, Optionee shall not sell, assign, or otherwise transfer this Agreement or any right herein, without State's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment without the State's prior written consent shall render the purported assignment absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.
 - a. Any voluntary or involuntary transfer of fifty-percent (50%) or more of Optionee's or any permitted successor's or assign's voting common stock, or the transfer of fifty-percent (50%) or more of the partnership or membership interest, or the acquisition or transfer of fifty-percent (50%) or more of Optionee's ownership, or the transfer of substantially all of the assets of Optionee or any such successor or assign will be deemed an assignment requiring the prior written approval of State; however any transfers by partners or members of Optionee or shareholders of partners or members of Optionee to each other or for estate purposes or upon death will not be considered an assignment hereunder.
 - b. As a condition precedent to any assignment, Optionee shall provide the following to the State at least thirty (30) days prior to the proposed assignment:
 - (i) prior written notice of the proposed assignment; and
 - (ii) sufficient evidence regarding the proposed assignee's development qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the State to evaluate the proposed assignee pursuant to the criteria set forth in this Section 8 and as reasonably determined by the State.

The State shall evaluate such proposed assignee on the basis of its development qualifications and experience and its financial commitments and resources and may reasonably disapprove any proposed assignee which State reasonably determines does not possess sufficient qualifications. At a minimum, such proposed assignee must be at least as qualified as Optionee.

Within thirty (30) days after the receipt of the Optionee's written notice requesting approval of an assignment pursuant to this Section 8, the State shall either approve

or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the State reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Optionee shall promptly furnish to the State such further information as may be reasonably requested.

8.1 No Approval Needed. Notwithstanding any other provision of this Agreement to the contrary, the State's approval of an assignment of this Agreement, or any part thereof, shall not be required in connection with any of the following:

- a. EHI may assign its interest under this Agreement to a limited partnership in which EHI or its wholly controlled affiliate, is the sole general partner, for the purposes of operating a low income housing tax credit limited partnership during the fifteen year tax credit for the compliance period pursuant to Internal Revenue Code §42(i)(1) (an "**EHI Permitted Assignment**").
- b. EHP may assign its interest under this Agreement to a Joint Powers Authority formed for the purpose of entering into the EHP Ground Lease and developing and operating the EHP Project (an "**EHP Permitted Assignment**").

In order for an EHI Permitted Assignment or EHP Permitted Assignment to be effective, the assigning Party must (i) provide the State with at least thirty (30) days' prior to such assignment and comply with the provisions of Section 8.2.

8.2 Form of Assignment and Assumption. If the State approves an assignment pursuant to this Section 8 or in conjunction with an EHI Permitted Assignment or EHP Permitted Assignment, the proposed assignee shall expressly assume all of the assigning Party obligations under this Agreement pursuant to a written agreement in form reasonably satisfactory to the State.

8.3 Release of Optionee. Except as provided hereinbelow, Optionee shall not be relieved of any obligation to be performed by Optionee under this Agreement occurring after any assignment of this Agreement. The consent by the State to any assignment shall not relieve the Optionee from the obligation to obtain State's express written consent to any other such assignment of this Agreement to the extent such express written consent is required therefor as provided in this Section 8. Consent to one assignment shall not be deemed to constitute consent to any subsequent assignment. Notwithstanding the foregoing to the contrary, (a) EHI shall not be liable for any Optionee default first arising under this Agreement after the effective date of an EHI Permitted Assignment and (b) EHP shall not be liable for any Optionee default first arising under this Agreement after the effective date of an EHP

Permitted Assignment.

9. Additional Agreements. The Parties acknowledge and agree that if Optionee exercises the Option, additional agreements may be needed in furtherance of the Ground Leases. If applicable, the Parties agree to promptly obtain all necessary approvals and execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to effectuate the Ground Lease.
10. Remedies. If any of the Parties fails to perform in a timely manner any obligation under this Agreement, the non-defaulting Party shall give written notice of default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured for thirty (30) days after receipt by the defaulting Party of such notice, (a) if the State is the non-defaulting Party, the State shall be entitled to the remedies for breach of contract that are available under applicable law, including, without limitation, the right to retain the Option Payment and terminate this Agreement upon written notice to Optionee and (b) if Optionee is the non-defaulting party, Optionee shall be entitled to the remedies for breach of contract that are available under applicable law, including, without limitation, specific performance.
11. Notices. All notices under this Agreement shall be in writing and sent by (a) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid with the United States Postal Service, (b) by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy, email or similar means, if a copy of the notice is also sent by United States Postal Service, as follows:

If to
OPTIONEE: Eden Housing, Inc.
 22645 Grand Street
 Hayward, CA. 94541
 Attention: Andrea Osgood
 aosgood@edenhousing.com

Education Housing Partners, Inc.
39 Forrest St., Suite 202
Mill Valley, CA 94941
Attention: Bruce Dorfman
bd@thompsondorfman.com

If to
STATE: Department of General Services
 Real Estate Services Division
 707 Third Street, 5th floor (MS 505)
 West Sacramento, CA 95605

Attention: Jonathan Heim
Jonathan.Heim@dgs.ca.gov

12. Time is of the Essence. Time is of the essence for this Agreement.
13. Exhibits Incorporated by Reference. The following Exhibits are attached to this Agreement and incorporated by this reference:
- Exhibit A**: Legal Description of State Parcel
 - Exhibit B**: Map Depiction of State Parcel
 - Exhibit C**: Legal Description and Map Depiction of Option Property
 - Exhibit D**: Depiction of EHI Property and EHP Property
 - Exhibit E**: Right of Entry
14. Applicable Law. The Parties acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.
15. Severability. Nothing contained herein shall be construed as requiring the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.
16. Legislative Approval. Any obligation of the State created by or arising from this Agreement shall not impose a debt upon the State but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
17. Successor/Assigns. The Option shall be binding on Optionee's and State's successors and assigns and heirs with respect to the Option Property and shall run as a covenant against the Option Property until the termination or expiration thereof.
18. Separate Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
19. Entire Agreement. This Agreement represents the full, complete, and entire agreement between the Parties with respect to the subject matter hereof. The Agreement will take full force and effect upon the Effective Date.


5.16.2022

The Parties therefore execute this Agreement.

OPTIONEE:

EHI:


Eden Housing, Inc.,
A California nonprofit public benefit corporation:

By: 
Andrea Osgood (May 24, 2022 15:08 PDT)
Andrea Osgood, Vice President of Real
Estate Development

Date: May 24, 2022

EHP:

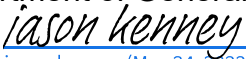
Education Housing Partners, Inc.,
a California nonprofit public benefit corporation:

By: 
Bruce Dorfman (May 24, 2022 15:26 PDT)
Bruce Dorfman, Chief Executive Officer

Date: May 24, 2022

STATE:

STATE OF CALIFORNIA
Department of General Services


By: 
jason kenney (May 24, 2022 17:41 PDT)
Jason Kenney, Deputy Director
Real Estate Service Division

Date: 05/24/2022

5.16.2022

CONSENT:

STATE OF CALIFORNIA
DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: 
Megan Kirkeby, Deputy Director
Division of Housing Policy Development

Date: 05/24/2022

STATE OF CALIFORNIA,
CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION

By: 
Dean L. Borg, Director
Facility Planning, Construction and
Management

Date: 5/24/22

EXHIBIT A

“LEGAL DESCRIPTION OF STATE PARCEL”

LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SAN QUENTIN, IN THE COUNTY OF MARIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

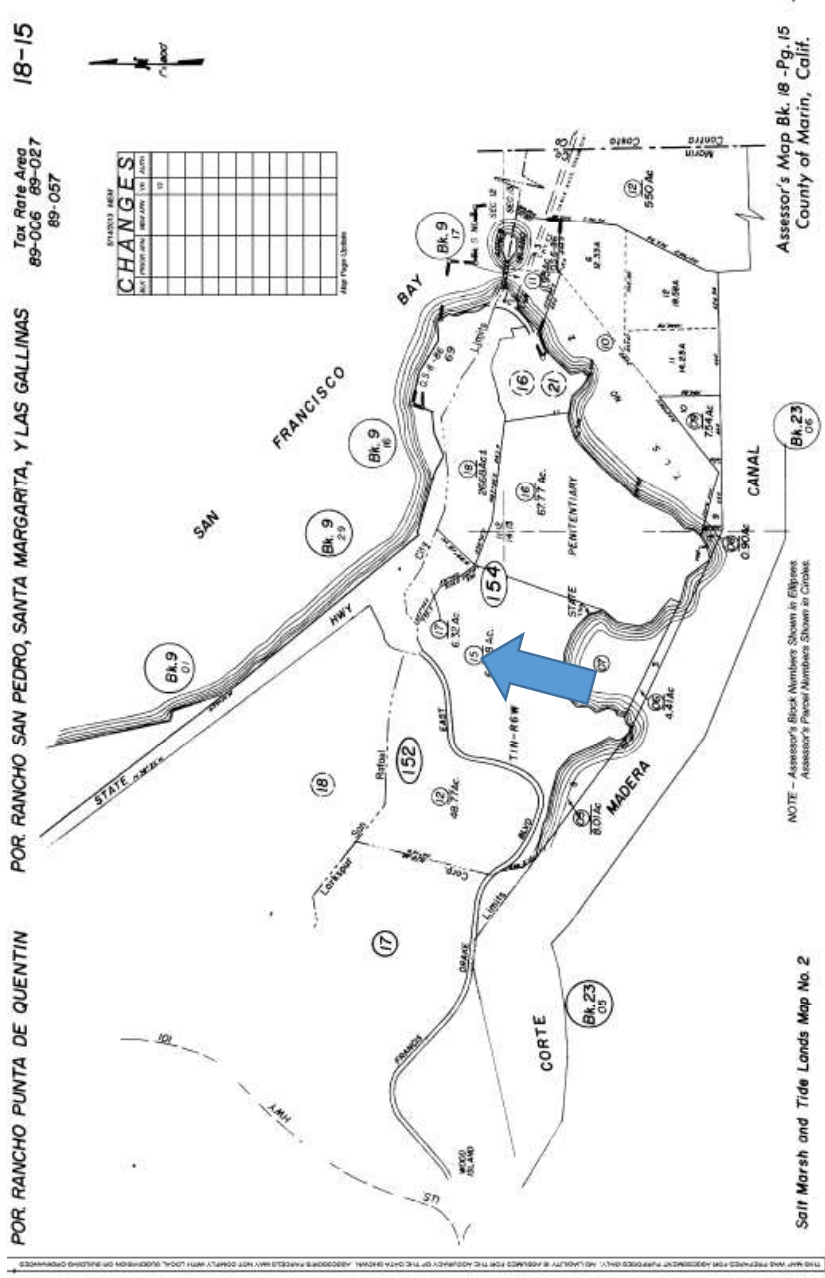
Beginning at Station 37 of the Final and Official Survey of the Exterior Boundary of the Rancho Punta De Quentin, said Station 37 being a point South 29° 45' East 1.87 chains from the Southeast corner of the wall enclosing the State Prison on Point San Quentin, running; thence along the shore of the Bay of San Francisco following the line of said Official Survey of said Rancho, South 18° 15' West 5 chains, 90 links to Station 38 of said exterior boundary, thence South 38° 45' West 6 chains, 07 links to Station 39 of said exterior boundary, thence North 61° 13' West 8 chains, 50 links to Station 40 of said exterior boundary; thence North 36° 15' West 7 chains, 12 links, to Station 41 of said exterior boundary line of said Rancho; thence North 30° 15' East 10 chains, 30 links to Station 42 of said exterior boundary; thence North 57° 45' West 14 chains, 90 links to Station 43 of said boundary line; thence North 85° 45' West 15 chains to Station 44 of said boundary; thence South 8° 15' East 9 chains, 5 links to Station 45 of said exterior boundary; thence South 32° 30' West 5 chains, 40 links to Station 46 of said boundary line of said Rancho; thence North 26° 30' West 14 chains, 20 links to Station 47 of said boundary; thence leaving said boundary line and crossing and subdivision the Lands of the Rancho Punta De Quentin, North 4" East 28 chains to learning line oak tree two and a half feet in diameter marked "Prison Tract 2" said oak tree being on the ridge; thence along the ridge South 72° 50' East 2 chains, 76 links to Station Post P.T. 3; thence South 55° 45' East 2 chains, 60 links to Station Post P.T. 4; thence South 81° East 13 chains, 10 links to Station Live Oak Tree two and a half feet in diameter on the Westerly slope of the ridge on the Easterly side of the San Rafael and Point San Quentin Road, said oak being marked P.T. 5; thence South 53° 30' East 11 chains, 75 links to Station Post P.T. 6; thence South 31° East 3 chains, 80 links to Station Live Oak Tree two and one half feet in diameter marked P.T. 7 said last mentioned live oak tree being on the highest point on this part of the ridge; thence South 49° 15, East 5 chains, 93 links to Station Post P.T. 8 chains, 60 links to Station Post P.T. 9; thence North 87° East 13 chains, 45 links to Station Post P.T. 10; thence descending from the ridge South 7° East 8 chains, 95 links to Station Post P.T. 11, in stone mound on the shore of the Bay of San Francisco, thence South 70° West 1 chain, 20 links to Station 36 of the exterior boundary line of the Rancho Punta De Quentin; thence along said boundary line and along the shore of the Bay of San Francisco South 46° 30' West 18 chains to the place of beginning.

Being the same property conveyed to the State of California by deed recorded in Book H of Deeds, Page 365, Marin County Records.

EXHIBIT B

“MAP DEPICTION OF STATE PARCEL”

Map shows parcel 152 containing 48.77 acres



Lease Option Agreement is limited to a development envelope within APN 018-152-12 which is for the approximately 8.3 acre “development footprint” within the larger parcel.

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF THE OPTION PROPERTY

Legal Description

A portion of that certain real property, situate in the County of Marin, State of California, being conveyed to the State of California by deed recorded in Book U of Deeds, Page 598, Marin County Records, being described as follows:

COMMENCING at a standard 2" brass disk monument in well, stamped "RCE 12094" at the centerline of Cove road and the northerly right of way line of Sir Francis Drake Boulevard as shown in that record map of Drake's Cove, filed in volume 2004 of Maps at Page 240, Marin County Records;

Thence, South 50°42'11" East 86.57' to the most southerly corner of Parcel D as shown on said map "Drake's Cove" and the POINT OF BEGINNING of the parcel described herein;

Thence, from said point of beginning North 5°48'26" East 767.44' to a point on the line of the westerly boundary of the parcel described herein, also being the city limits of Larkspur as shown on that amended record of survey, filed in book 13 of surveys at page 60, Marin County Records;

Thence South 49°01'02" East 303.83';

Thence South 50°52'45" East 379.40';

Thence South 16°20'34" West 290.60';

Thence South 39°07'14" West 255.91';

Thence North 68°33'41" East 245.19' to the easterly right of way line of East Sir Francis Drake Boulevard;

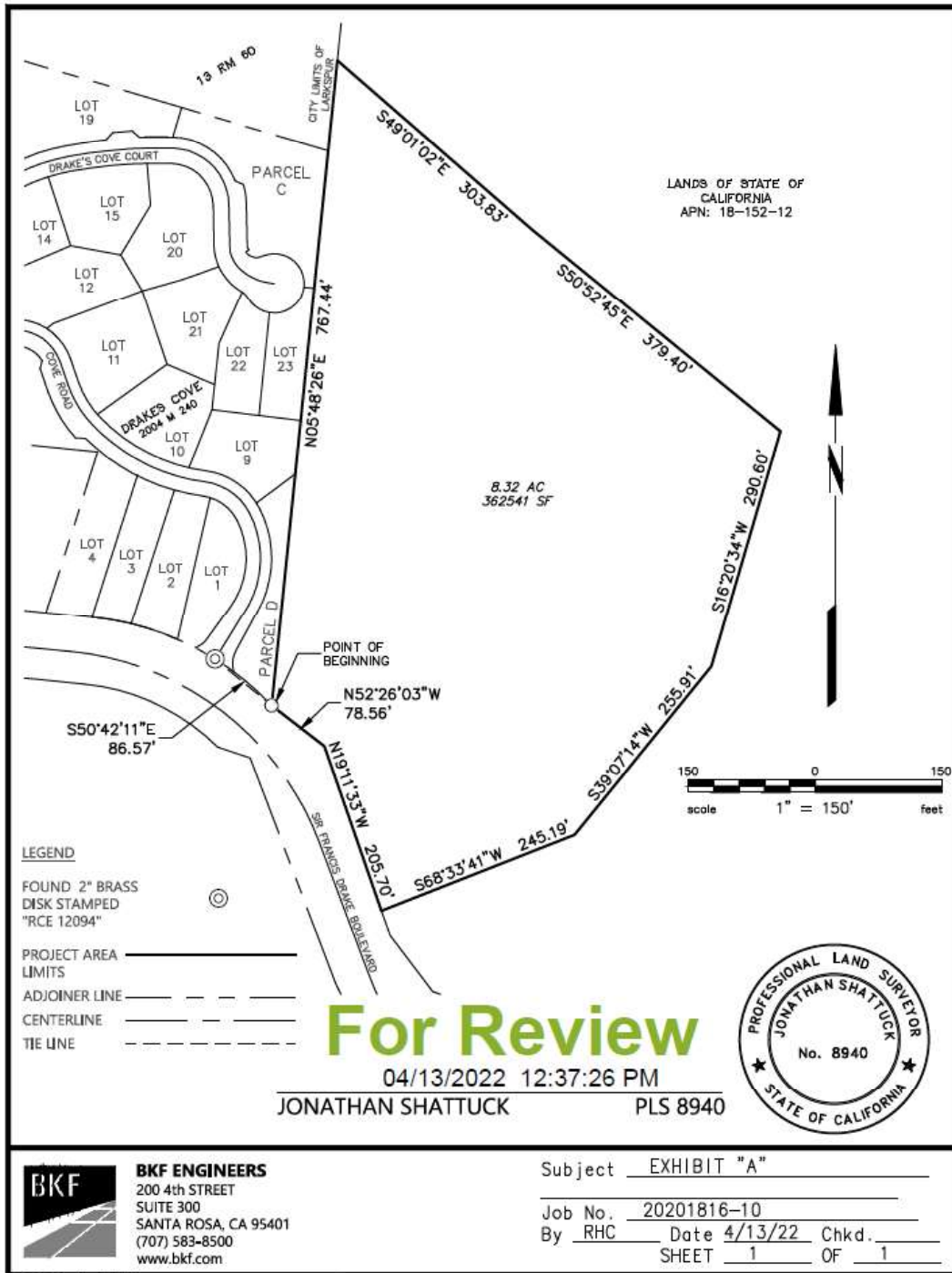
Thence along said easterly right of way line of Sir Francis Drake Boulevard North 19°11'33" West 205.70';

Thence North 52°26'03" West 78.56' to the point of beginning.

Containing 8.32 acres, more or less, being a portion of APN 018-152-012

BASIS OF BEARING: Is the bearing between two found iron pipes on the northerly line of Sir Francis Drake Boulevard, North 84°12'00" West, shown as set 3/4" iron pipes on map entitled "Parcel Map of the Lands of Remillard in the City of Larkspur" recorded in Book 7 of Parcel Maps at Page 123, Marin County Records.

(Approximate)



Plot Apr 13, 2022 at 12:37pm



BKF ENGINEERS
 200 4th STREET
 SUITE 300
 SANTA ROSA, CA 95401
 (707) 583-8500
 www.bkf.com

Subject EXHIBIT "A"
 Job No. 20201816-10
 By RHC Date 4/13/22 Chkd. _____
 SHEET 1 OF 1

201816-10_EXBT.dwg

COPYRIGHT © 2022 BKF ENGINEERS

(Approximate)

5.16.2022

157 of 603

EXHIBIT D
DEPICTION OF EHI PROPERTY AND EHP PROPERTY



EXHIBIT E
RIGHT OF ENTRY

(Attached)

5.16.2022

RIGHT OF ENTRY AGREEMENT

SAN QUENTIN AFFORDABLE HOUSING PROJECT

THIS RIGHT OF ENTRY AGREEMENT (“**Agreement**”), dated as of July 5, 2021 (the “**Effective Date**”), is made by and between the STATE OF CALIFORNIA (“**STATE**”), acting by and through the Director of the DEPARTMENT OF GENERAL SERVICES (“**DGS**”), with the consent of the CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR), Education Housing Partners, Inc., a California nonprofit public benefit corporation (“**EHP**”), and Eden Housing, Inc., a California nonprofit public benefit corporation (“**EHI**” and together with EHP, “**DEVELOPER**”). The STATE, EHP and EHI may be individually referred to herein as “**Party**” or collectively as the “**Parties**”. Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined.

RECITALS

WHEREAS, STATE is the fee owner of that certain real property, together with all improvements located thereon, commonly referred to as San Quentin State Prison (Prison) located in San Quentin, California.

WHEREAS, STATE has identified developable bare land at the Prison property within Assessor's Parcel Number(s) 018-152-12 (Part), which is more particularly described and depicted in Exhibit A (the “**Property**”), attached hereto and by this reference made a part hereof.

WHEREAS, pursuant to that certain DGS Request for Proposal No.3_20 issued in accordance with the Executive Order N-06-19 (the “**RFP**”), DEVELOPER submitted a responsive bid proposal to the RFP (“**Developer’s Bid Proposal**”) and DEVELOPER was selected to develop and construct the affordable housing project proposed in Developer’s Bid Proposal at the Property pursuant to a long-term ground lease (the “**Project**”).

WHEREAS, DEVELOPER desires to develop and construct the Project as identified in Developer’s Bid Proposal at the Property.

WHEREAS, DEVELOPER has requested entry onto the Property to perform activities as described herein in connection with the Project.

NOW, THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, it is mutually agreed between the STATE and DEVELOPER as follows:

AGREEMENT

1. **Right of Entry.** Upon the terms and subject to the conditions set forth in this Agreement, STATE does hereby grant to DEVELOPER and DEVELOPER's authorized employees, contractors, consultants, representatives, and agents (collectively, "**Developer's Representatives**") the non-exclusive right to enter and exit upon the Property, at reasonable times during ordinary business hours, to perform the following permitted activities at the sole cost and expense of DEVELOPER (collectively, the "**Permitted Activities**"):

(a) to conduct non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations to determine, among other things, if all needed entitlements can be procured in an acceptable form to develop and construct the Project as identified in DEVELOPER'S Bid Proposal at the Property) with respect to the Property as DEVELOPER may elect to make or maintain. Nothing herein shall authorize any subsurface testing or drilling on the Property by DEVELOPER or DEVELOPER'S Representatives unless specifically approved in writing by STATE, which STATE may condition or deny in its sole and absolute discretion. As a condition to this Agreement, DEVELOPER shall provide STATE, at no cost and without warranty as to correctness, copies of all reports, inspections, investigations, tests, studies and evaluations that were generated by DEVELOPER and/or by DEVELOPER's Representatives in accordance with this Agreement with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, studies, maps and engineering studies, lot studies and improvement plans.

(b) STATE reserves the right to approve or reject all activities on the Property (including Permitted Activities) in part or in whole. If STATE requests that a part or all of any activity be changed, DEVELOPER shall comply immediately with STATE'S request.

(c) At least two (2) days prior to the DEVELOPER accessing the Property (the "Notice Period") to perform any of the Permitted Activities, DEVELOPER shall submit the following information via email to Joshua.palmer@dgs.ca.gov:

- Requested access date (can be multiple days)
- Requested access time (start and finish)
- Company name (include subcontractors if any)
- Names of all personnel requesting access
- Specific location of inspection (cite area as identified on an attached map exhibit)

- Detailed description of the anticipated inspection

2. Term. The term of this Agreement shall commence on the Effective Date and end on July 5, 2022, or such longer period if agreed to in writing by STATE and DEVELOPER.

3. Early Termination. Either Party may terminate this Agreement at any time by giving written notice to the other Party at least thirty (30) days prior to the date when such termination shall become effective.

4. Compliance with Laws. DEVELOPER shall conduct said Permitted Activities in compliance with all applicable federal, state, and municipal statutes and ordinances, and with all applicable regulations, orders, and directives of appropriate governmental agencies (collectively, the "**Laws and Regulations**"), as such Laws and Regulations exist at the time of the Permitted Activities.

5. Restoration. DEVELOPER shall promptly return any portions of the Property damaged or altered by DEVELOPER and/or Developer's Representatives to substantially the same condition which existed prior to conducting any inspections, investigations, tests and studies permitted in Section 1(a) above or elsewhere in this Agreement. In the event DEVELOPER fails to promptly restore Property in accordance with the preceding sentence, STATE may, in its sole and absolute discretion, restore the Property and all costs and expenses shall be paid immediately by DEVELOPER upon demand by STATE.

6. Mechanic's Lien / Stop Notices – Removal of Liens. Although STATE believes that California law prohibits any mechanics' lien from attaching to the Property, nevertheless, DEVELOPER shall not cause or permit any liens to attach or to be placed upon or encumber the Property or permit the filing of a stop notice against the STATE, arising from project equipment, project materials, or resulting out of any work performed by DEVELOPER or on behalf of DEVELOPER. If any such lien attaches, or stop notice is filed, DEVELOPER agrees to cause the lien and/or stop notice to be removed within ten (10) Business Days of notification thereof by the posting of a stop notice release bond or lien release bond, payment of the lien and/or stop notice lien or otherwise. If DEVELOPER fails to remove the lien within this time period, the STATE may undertake to cause such lien and/or stop notice to be removed and charge to DEVELOPER any costs and expenses incurred in connection with the removal of said lien. DEVELOPER agrees to hold harmless, defend and indemnify the STATE against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such lien and/or stop notice.

7. Indemnity. Other than a violation or breach of the terms of this Agreement by STATE, DEVELOPER waives all claims against STATE, its agencies, departments, boards, commissions, officers, agents, and employees (collectively "**Indemnitees**"), for loss or damage caused by, arising out of, or in any way connected with DEVELOPER's exercise of this Agreement. DEVELOPER shall protect, indemnify, and hold Indemnitees

harmless and defend Indemnitees, with counsel selected by Indemnitees, from and against any suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, reasonable attorneys' fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature, arising out of, in connection with or incidental to any injury to or the death of any person, or damage to any property arising out of, caused by, or resulting from (in whole or in part) the action or inaction of DEVELOPER and/or Developer's Representatives in connection with DEVELOPER's exercise of this Agreement. DEVELOPER's duty to defend the Indemnitees is separate from, independent of and free-standing of DEVELOPER's duty to indemnify the Indemnitees and applies whether the issue of either Parties' negligence, breach of contract or other fault or obligations has in any way been determined. The indemnity set forth in this section shall survive the termination of this Agreement until such time as action against the Indemnitees on account of any matter covered by this indemnity is barred by the applicable statute of limitations.

DEVELOPER shall cause such indemnification in favor of the Indemnitees to be inserted in each contract and/or agreement for the provision of services to DEVELOPER on the Property or entry onto the Property by DEVELOPER 'S contractors, subcontractors, consultants, representatives, and agents. DEVELOPER'S failure to comply with this indemnification provision shall be considered a material breach of this Agreement.

8. Waiver. DEVELOPER understands that the Property is located within proximity to an active, operational, outdoor firing range and State prison property commonly referred to as "San Quentin State Prison" (Prison). DEVELOPER knowingly and freely hereby assumes the inherent risks involved in the exercise of the rights herein even if arising from the negligence of CDCR or other agencies using the firing range, potential state inmate escape from the Prison or other safety risks originating from the Prison. Developer understands that there is a risk of injury or death due to DEVELOPERS presence within the proximity of the prison facility and firing range. DEVELOPER shall make deliberate and effective efforts to avoid activities within the Prison's proximity and agrees to comply with CDCR's instructions relative to public safety from safety risks emanating from the Prison.

DEVELOPER hereby releases and holds CDCR as well as its officers, directors, representatives, agents and/or employees, contractors, subcontractors or volunteers harmless WITH RESPECT TO ANY AND ALL INJURY, COSTS, LIABILITY, DISABILITY, DEATH and/or loss or damage to person or property incurred by DEVELOPER in connection with its presence at the Property or proximity to the Prison by unknowingly or accidentally entering the Prison operation's sphere of influence, including unsafe proximity to the firing range, to the fullest extent permitted by law.

9. Notices. All notices or other communications required or permitted hereunder shall be in writing, and sent by overnight courier, registered mail, telecopy or similar means, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the

address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

To DEVELOPER:
Eden Housing, Inc.
22645 Grand Street
Hayward, CA. 94541
Attention: Andrea Osgood

Education Housing Partners, Inc
39 Forrest St.
Mill Valley, CA. 94941
Attention: Bruce Dorfman

To STATE: **Department of General Services**
Real Estate Services Division
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Attention: Josh Palmer

10. Insurance. Prior to any entry onto the Property and/or commencement of the Permitted Activities under the terms of this Agreement, DEVELOPER and Developer's Representatives shall each, at their own expense, provide to STATE evidence of insurance as follows:

(a) Commercial General Liability. DEVELOPER and Developer's Representatives shall maintain commercial general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability naming the State of California, its officers, agents and employees as additional insured. The certificate of insurance and endorsements shall be delivered to the **Department of General Services, 707 3rd Street, MS 501, West Sacramento, CA 95605.** Said certificate of insurance and endorsements shall be issued by an insurance company with a rating of not less than A-X in Best's Insurance Guide. STATE reserves the right to review and reasonably adjust insurance requirements as necessary during the term of this Agreement.

(b) Workers' Compensation and Employers' Liability. DEVELOPER and Developer's Representatives shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Permitted Activities, including special coverage extensions where applicable, with employer's liability limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The policy shall contain a waiver of subrogation in favor of the State of California.

(c) Automobile Liability. DEVELOPER and Developer's Representatives shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

(d) General Requirements. DEVELOPER shall ensure that the following general requirements are met:

(i) Insurance companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

(ii) The certificates of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE.

(iii) All required insurance shall be in effect at all times during the term of this Agreement, all extensions thereof, holdover periods or any other occupancy of the Property by DEVELOPER and/or Developer's Representatives.

(iv) If insurance expires during the term of the Agreement, a new certificate must be received by STATE within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of this Agreement.

(v) DEVELOPER shall notify the STATE within five business days of DEVELOPER's receipt of any notice of cancellation or non-renewal of any insurance required by this Agreement.

(vi) DEVELOPER is responsible for any deductible or self-insured retention contained within the insurance program.

(vii) In the event DEVELOPER fails to keep in effect at all times the required insurance coverages, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(viii) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by STATE.

(ix) If DEVELOPER is self-insured in whole or in part as to any of the above described types and levels of coverage, DEVELOPER shall provide STATE with written acknowledgment of this fact at the time of the execution of this Agreement. STATE may require financial information to justify DEVELOPER's self-insured status. If, at any time after the execution of this Agreement, DEVELOPER abandons its self-insured status, DEVELOPER shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

(x) It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

11. Sublet and Assignment of Agreement. DEVELOPER shall not sublet, assign or allow any other use of the Property other than the Permitted Activities, or as

otherwise set forth in the Agreement.

12. Rights of Parties. This Agreement shall not be interpreted as creating any easement or any covenant or condition running with the land or any further right with respect to any related real property other than as specifically provided herein. The rights of DEVELOPER and its successors and assigns hereunder will be subordinate and subject to the rights of the holder of any mortgage, deed of trust, or other encumbrance against the Property now or hereafter granted or created by STATE against the Property.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

14. Amendments. This Agreement may be amended, changed, or modified only by written agreement executed by DEVELOPER and STATE. No waiver or any provision of this Agreement will be valid unless in writing signed by the party charged therewith.

15. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

16. Separate Counterparts and Photocopies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“pdf”) form or by any other electronic means shall constitute effective execution and delivery of this document and shall have the same effect as copies executed and delivered with original signatures.

17. Entire Agreement - This Agreement represents the full, complete, and entire agreement between the Parties with respect to the subject matter hereof. The Agreement shall not be in full force and effect except upon approval and signature on behalf of the Director of the Department of General Services.

[Remainder of Page Intentionally Left Blank]

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STATE OF CALIFORNIA
DIRECTOR OF DEPARTMENT OF GENERAL
SERVICES

By: _____
Jason Kenney, Deputy Director
Real Estate Services Division

EHI:
Eden Housing, Inc.,
a California nonprofit public benefit corporation

By: _____ Date: _____
Andrea Osgood
Vice President of Real Estate

EHP:
Education Housing Partners, Inc.,
a California nonprofit public benefit corporation

By: _____ Date: _____
Bruce Dorfman
Chief Executive Officer

CONSENT:

STATE OF CALIFORNIA
California Department of Corrections and Rehabilitation

By: _____
Dean L. Borg, Director
Facility Planning, Construction and Management

EXHIBIT A



Red arrow indicates approved access gate. Red dashed line establishes the upper most portion of the 'bowl' within which access is permitted.



Red line establishes the limit of allowed access. Access to the surrounding ridge is not permitted.

No other area of the CDCR San Quentin property is to be accessed without prior written permission.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STATE OF CALIFORNIA
DIRECTOR OF DEPARTMENT OF GENERAL
SERVICES

By: *Jason Kenney*
Jason Kenney (Sep 8, 2021 1:20:59 PDT)
Jason Kenney, Deputy Director
Real Estate Services Division

EHI:
Eden Housing, Inc.,
a California nonprofit public benefit corporation

By: Andrea Osgood Digitally signed by Andrea Osgood
Date: 2021.09.08 09:36:02 -07'00' Date: 09/08/2021
Andrea Osgood
Vice President of Real Estate

EHP:
Education Housing Partners, Inc.,
a California nonprofit public benefit corporation

By: Bruce Dorfman Digitally signed by Bruce Dorfman
Date: 2021.09.07 18:39:41 -07'00' Date: 09/06/2021
Bruce Dorfman
Chief Executive Officer

CONSENT:

STATE OF CALIFORNIA
California Department of Corrections and Rehabilitation

By: *Dean L. Borg*
Dean L. Borg, Director
Facility Planning, Construction and Management









SQ Ground Lease Option Agreement-Affordable Housing final 052422

Final Audit Report

2022-05-24

Created:	2022-05-24
By:	Teddy Newmyer (Teddy.Newmyer@edenhousing.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhFqIjiW45kQU28zW2IOID7BptthGpshy

"SQ Ground Lease Option Agreement-Affordable Housing final 052422" History

-  Document created by Teddy Newmyer (Teddy.Newmyer@edenhousing.org)
2022-05-24 - 10:03:37 PM GMT- IP address: 107.3.177.68
-  Document emailed to Bruce Dorfman (bd@thompsondorfman.com) for signature
2022-05-24 - 10:04:42 PM GMT
-  Document emailed to Andrea Osgood (aosgood@edenhousing.org) for signature
2022-05-24 - 10:04:43 PM GMT
-  Email viewed by Andrea Osgood (aosgood@edenhousing.org)
2022-05-24 - 10:08:38 PM GMT- IP address: 23.118.48.255
-  Document e-signed by Andrea Osgood (aosgood@edenhousing.org)
Signature Date: 2022-05-24 - 10:08:52 PM GMT - Time Source: server- IP address: 23.118.48.255
-  Email viewed by Bruce Dorfman (bd@thompsondorfman.com)
2022-05-24 - 10:25:09 PM GMT- IP address: 76.21.75.31
-  Document e-signed by Bruce Dorfman (bd@thompsondorfman.com)
Signature Date: 2022-05-24 - 10:26:03 PM GMT - Time Source: server- IP address: 76.21.75.31
-  Agreement completed.
2022-05-24 - 10:26:03 PM GMT

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Eden Housing Inc.

Website URL

<https://edenhousing.org/>

DUNS

058211947

Mailing Address

22645 Grand St.
Hayward, California, 94541

Project Contact Name

Sarah Allen

Title

Project Developer

Email Address

sarah.allen@edenhousing.org

Phone Number

(510) 305-6785

Executive Director Name

Linda Mandolini

Executive Director Email Address

lmandolini@edenhousing.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

Eden Housing is one of the oldest and most experienced affordable housing non-profit organizations in California. Since our inception in 1968, Eden has worked in partnership with cities and local community partners to develop, acquire, or rehabilitate more than 11,937 affordable homes throughout California, and currently provides homes to a diverse population of more than 22,000 lower-income residents. The mission of Eden is to build and maintain high-quality, well-managed, service-enriched affordable housing for lower-income families, seniors, and persons with disabilities.

Our team tailors each development to the local community, which is why we are working in partnership with the Community Land Trust of West Marin on the Coast Guard project. For this application Eden is the sole applicant.

Eden works in 15 counties, including Marin County, where we own and operate The Fireside and Warner Creek. As a mission-driven non-profit, we serve low-income families, seniors, and people living with disabilities. Eden's work goes beyond building high quality buildings, as we strive to create strong communities for the residents who live in our housing and a permanently affordable, high-quality asset for the cities we partner with. Our vision is for everyone to have access to safe, decent, affordable housing. Eden Housing creates and sustains high-quality affordable housing communities that advance equity and opportunity for all.

The seventeen directors of Eden's Board of Directors represent a range of industries related to Eden's work, including service provision, real estate, banking, and housing policy. Eden is in strong financial standing.

Have there been any recent or upcoming leadership transitions?

Chief Operating Officer, Oyeshola ("Shola") Olatoye joined Eden in October of 2022. Shola previously served as director of Housing and Community Development for the City of Oakland. Under her leadership, Oakland's City Council approved HCD's two-year Strategic Action Plan, which focused the department's resources on protecting, preserving and producing affordable housing. During her tenure, the City of Oakland won six state Homekey awards resulting in more than 400 new permanent deeply affordable units. Shola also launched the city's federal \$48M Emergency Rental Assistance program and served more than 3,000 Oaklanders who needed immediate rent relief. She also secured the department's research relationship with Stanford University's Impact Lab, resulting in new \$50K impact grant to develop new technology for residents to access affordable rental housing.

A nationally recognized housing leader, Shola has also held executive and senior-level posts at Suffolk Construction, Enterprise Community Partners, HSBC Bank, and HR&A Advisors. In 2014, Mayor Bill de Blasio appointed her as Chair and CEO of the New York City Housing Authority, a role she held for four years. She conducts frequent speaking engagements, including as a panelist at Harvard's T.H. Chan School of Public Health, and was selected as one of four national Fellows for the UC Berkeley Turner Center for Housing Innovation in June 2021.

Shola is responsible for oversight of Property Operations (property management and resident services), Human Resources and Talent Development, and Business Technology.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

Eden Housing published a new Strategic Plan in 2020 that aims at the creation of 10,000 new homes in the next ten years. The four pillars of this strategic plan are:

1. Significantly increase housing for low-income Californians

2. Support the stability and economic mobility of residents
3. Embed commitment to racial, social and economic justice in all of our work
4. Invest in key infrastructure to increase organizational agility and readiness for scale

As a part of its growth goals Eden plans to expand from a robust Northern California pipeline to a statewide development platform with the capacity to create more homes in high need communities.

If applicable, what is the organization's standing with licensing or other accreditation authorities?

Eden and related organizations are in compliance and good standing with any and all applicable licensing requirements.

How does your organization verify client income?

In general, Eden Housing uses the following procedure for determining resident eligibility and for certifying household income: (1) Each prospective resident shall complete an application form and return it to the Property Manager with signed permission for third party verification of income; (2) When an applicant's name nears the top of the waiting list, pertinent information will be confirmed as current and third-party verification letters are sent; (3) The manager shall conduct a personal interview with all members of the prospective household; (4) Third party verification forms will be used to compute income eligibility and a determination will be made concerning applicant household's ability to live harmoniously within the Project community; and (5) Previous landlord verification, credit checks, criminal checks and sex offender checks will be performed. Written notice will be sent advising applicants of their final eligibility status. These procedures may be revised for any units subject to Housing First policies.

General Project Information

Project Name

Pt. Reyes Coast Guard

Project Address

1000 Commodore Webster Dr.
Pt. Reyes Station, California, 94956

Assessor's Parcel Number (APN)

119-240-73 and 119-236-10

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

HOME-ARP

CDBG Housing

HTF/PLHA Amount Requested

2,300,000

HOME-ARP Amount Requested

\$2,400,000

CDBG Housing Amount Requested

\$600,000

CDBG/HOME-ARP applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

No

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

The project will rehabilitate existing housing at the former Coast Guard housing site in Point Reyes Station. The project consists of 54 units of affordable rental housing and resident amenities including:

Family housing: 36 townhomes will undergo seismic improvements, conversion to all electric appliances and systems, kitchen upgrades, new building envelope and reframing as needed where there is water infiltration, and new flooring. Three townhomes will be converted to ADA mobility accessible. Three additional family homes will be developed by adaptive reuse of a former office and workshop space.

Senior apartments: The barracks building will be adapted into 15 one-bedroom units via substantial rehabilitation of the building envelope and foundation. Three of the units will be ADA mobility accessible. The building will be converted to all electric, and an elevator will be added on the exterior of the existing building. The units will be accessed via exterior doors, with walkways circumventing the building from the elevator to provide access to the apartment entrances. There also will be a utility room, lounge, laundry, and janitorial spaces added to the building.

Management and Resident Services: The former galley will be reconfigured and enlarged. It will include a community room of approximately 1,100 sf. Adjacent to the community room will be a small kitchen, storage, restrooms, and a library/computer room. The property management office, resident services offices, maintenance and janitorial offices are also located here.

Wastewater Treatment and Site Work: a new wastewater treatment facility and dispersal system will be developed on site, and the site infrastructure will be substantially improved.

This development will provide much needed affordable housing to this rural coastal area where housing costs are very high. The project will directly benefit the community given a portion of the units will serve agricultural workers, something outlined as a priority in the Marin County Housing Element. In addition, the project will also benefit the community through environmental enhancement. The site contains 32 acres, of which 22 acres will remain open space. Utilizing the recycled water to irrigate site landscaping will also help maintain healthy habitats. Removal of non-native trees and invasive species, revegetating with native species, treating run-off, developing bioswales and retention basins, improve drainage structures, replace hardscape with permeable surfaces where possible, maintain setbacks from sensitive areas and riparian zones, erosion control, designated pathways, planting, irrigation, mulch, and gravel work and are included in this scope of work. Ensuring natural habitat and water quality is important given adjacent 24-mile long Lagunitas creek supports a significant population of Central California Coast Coho Salmon. This endangered species (listed at both the state and federal level) helps to protect the redwood ecosystem in the area which in turn helps sequester carbon and temper climate change. The site contains purple needle grass and various other native species which will also be preserved to promote and maintain important natural habitat.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

The former Pt. Reyes Station Coast Guard housing site is a 32.57 acre site located at 100 Commodore

Webster Drive, Point Reyes Station, and is made up of 5 contiguous parcels. Previously used by the US Coast Guard to house personnel and their families stationed in Point Reyes, the site was vacated in 2015 by the US Coast Guard. The community of Point Reyes Station and West Marin lobbied at the County, State and Federal level to enable the County to purchase the site for the benefit of West Marin. In 2019 the County acquired the site from the US government, and released a Request for Proposal for a developer to redevelop the site as affordable housing. The site consists of 36 townhouses, a barrack building with 24 rooms, and ancillary buildings, all built in 1974. Even though some of the buildings onsite were rehabbed as recent as 2014, a substantial rehabilitation of all buildings will be needed to ensure that all of the housing units and site infrastructure is up to code. Additionally, a wastewater treatment facility must be developed to serve the site.

The housing project is anticipated to be funded with 9% low-income housing tax credits allocated by the California Debt Limit Allocation Committee, Multifamily Housing Program subsidized loans from California Department of Housing and Community Development, project-based Section 8 vouchers from the Housing Authority of the County of Marin if available, a new subsidy loan from the County of Marin, and philanthropic funding.

A previous funding request for CDBG funds was contemplated; however, withdrawn given the location of some of the development within the FEMA floodplain. Subsequent to that a Letter of Map Amendment (LOMA) has been requested through FEMA based on an actual evaluation of topography rather than a generalized map. The review of the request is anticipated to take 60 days. The formal application that was submitted has been included as an attachment to this funding application request.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

The project site is located with ½ mile of many amenities such as a grocery store (Palace Market), a bus stop service by Marin Transit (Stop ID: 40807), a medical clinic (West Marin Medical Center), a school (West Marin Elementary School), a public library (Point Reyes Station Library), and adjacent to open spaces within the Golden Gate National Recreation Area.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Flood zone

Environmentally sensitive area or species

Notes or clarifying information on environmental issues:

The site is adjacent to Lagunitas creek and does show partially in the floodplain; however, a Letter of Map Amendment has been submitted to FEMA in order adjust the floodplain boundary to reflect in-field conditions. The application submitted has been included as an attachment and the process is expected to take approximately 60 days. The development is outside the ESHA buffers with the exception of some in kind maintenance and repair for small portions of two buildings.

Have you begun any state or federal environmental review procedures for the proposed project?

No

What is the anticipated timeline for the environmental review(s)?

The project is expected to complete CEQA review no later than June 2024. The project will take all necessary mitigations as required by CEQA. If awarded federal funds including CDBG and/or Section 8, a NEPA will also be performed.

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Prior to joining Eden Sarah Allen worked in local government as a planner for 14 years, most recently

having been the Assistant Planning Director for the City of Lafayette, CA overseeing the General Plan Update and specifically the Housing Element Update. Sarah has been with Eden as a Project Developer for one year and currently manages and maintains three projects for Eden totaling over 200 units. Sarah is the primary staff member that will supervise and manage the project, but is supported by both Matt Schreiber and Kevin Leichner.

Matt Schreiber is an Associate Director of Development and has been with Eden for over 3 years and has almost 8 years of affordable housing and real estate financial analysis experience in various capacities. He is project lead on several complex developments including acquisition/rehab, adaptive reuse and new construction projects. His efforts as a project developer have resulted in bringing over 450 new and renovated affordable homes to the Bay Area.

Sarah and Matt are supervised by Kevin Leichner, Vice President of Real Estate Development, who has more than 14 years of affordable housing development experience in California. Kevin has extensive project management experience, and currently oversees a new construction pipeline of more than 1,000 units, after completing the resyndication and rehabilitation of more than 2,500 units over the past seven years. Kevin has more than twenty years of public-private partnership planning, adaptive reuse of historic structures, and redevelopment experience, including work on reusing historic structures at Alcatraz Island, Fort Baker, and The Presidio.

Stacey Laumann is the primary project manager for CLAM, the JV partner to Eden on the project. Ms. Laumann has served CLAM since 2017. As Deputy Director, she leads new property acquisition, project development and provides asset management of CLAM's existing portfolio. Prior to joining CLAM, Ms. Laumann was a project manager at Habitat for Humanity Greater San Francisco. From 2006-2013, Ms. Laumann was a Planner in the affordable housing division at the Marin County Community Development Agency.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

Eden implements affirmative marketing at all properties. The racial and ethnic diversity of Marin's population is low but is increasing. In 1990, 88.9% of the population was white and 11.1% was African-American, Asian, Pacific Islander, or of other races. People of Hispanic origin (who may be of any racial group) made up of 7.4% of the population. According to the 2000 Census, the white population was 84%, the non-white population increased to 16%, and the Hispanic population was 11.1%. In 2010, the white population was 80%, the nonwhite population increased to 20% and the Hispanic population to 15.5%. Most recently in 2020, the Census reports the white population as 68.4%, non-white at 31.6%, and Hispanic population as 18.9%.

Based on Eden's and CLAM's track record and experience in affirmative outreach and marketing, the development will have a resident population that is more ethnically and racially diverse than the populations Point Reyes Station and Marin County. Eden is confident that the diversity of our resident population will allow us to capture a significant minority market for the development.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

CDBG/HOME-ARP applicants only: How will this project Affirmatively Further Fair Housing?

Due to the comprehensive racial and ethnic diversity of the population already served by Eden Housing (and our partner, the Community Land Trust of West Marin), this project is uniquely positioned to attract substantial numbers of racial and ethnic minority applicants, thereby resulting in a diverse resident population. To actively foster inclusive communities, Eden will market the development to racial and ethnic minority groups by working closely with (our development partners) and local community groups that serve minority populations. Eden’s dedication in using Affirmative Fair Housing marketing practices will ensure that all affirmative fair housing requirements set by the County of Marin, and by the HOME and CDBG program are met or exceeded.

Describe any past community engagement activities for this project, and future plans for community engagement.

The community advocated for the County of Marin to acquire the site and have been very involved and interested in seeing the project move forward. To further gain community support and input, Eden and CLAM hosted a series of bilingual community design meetings on site and Zoom that have been very positively received by the community.

A Spanish-language orientation, was held on June 27th, 2021 where information about the project and the planning process was shared.

A bilingual (Neighborhood Design 1) meeting, held on July 18th 2022, oriented the community to the site via tours and a presentation where information about the project and the current status was provided to the community. There was a Zoom meeting with the same content held on July 20th (Neighborhood Design 1b) for community members that were unable to join the on-site meeting. The next meeting held on July 25th 2022 (Neighborhood Design 2), included small focus groups where community members got the opportunity to choose a topic area to discuss and provide feedback. The three focus groups were Resident Experience, Community Connection, and Sustainability and Ecology. In the final meeting, held on August 14th (Neighborhood Design 3), Eden and CLAM’s design team reported back on the feedback and comments received in the second meeting, and also included focus groups to review the plans and provide input on specific questions and areas that the design team wanted further input and feedback.

Eden and CLAM hosted an interactive website, coastguardhousing.com, where information about the project is provided and there also are prompts for additional community input and comments.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio						0
1 bed	2	13				15
2 bed	1	3				4
3 bed	5	14	8			27
4 bed	1	5	1			7
Other						0
TOTAL UNITS	9	35	9	0	0	53

Notes or clarifying information on the unit count:

One 2-bed manager unit is not included in the above calculation there are 54 units total.

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization’s purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The “Total” column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Similar existing Marin complex

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	77	
Black/African American	8	
Asian	15	
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed	8	8
TOTAL (Unduplicated)	108	8

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

38

Female-headed households

0

Households that include person(s) with a disability

0

Notes or clarifying information on demographics:

These are primarily existing units being rehabilitation, but there are some newly constructed. Many of the units are for large family. 15 of the units will be for seniors which will have ADA compliance

facilities. Several of the townhome style units will be upgraded to provide for ADA accessibility.

Project Planning

Select the current phase of the proposed project.

Predevelopment

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Monday, March 20, 2023

Complete planning and environmental review

Saturday, December 23, 2023

Release bid package

Thursday, August 1, 2024

Select contractor

Saturday, February 1, 2025

Finalize contract

Friday, August 1, 2025

Obtain building permits

Monday, September 1, 2025

Start construction

Wednesday, October 1, 2025

Complete construction

Thursday, April 1, 2027

Explain any additional milestones for New and/or Rehabilitation Projects below:

Dates are estimated and depend heavily on financing availability and funding awards.

CDBG/HOME-ARP applicants only: Describe any flexibility regarding your project's start/completion date.

Given the project is in the early stages there is significant flexibility start date which will depend on entitlements, environmental review and funding.

Will you be seeking Project Based Section 8 Vouchers for this project?

Yes

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to

this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Eden and CLAM executed an Exclusive Negotiating Agreement (ENA) with Marin County for the rehabilitation of the Coast Guard property. A copy is attached for reference.

Expanding on the Scope of Work, please describe the rehabilitation that is proposed for the property and how it will address specific conditions (i.e., replacement needs, deferred maintenance, existing building violations, required seismic upgrades, building or health code problems). Please describe any other existing rehabilitation needs that are not included in the project scope and explain their exclusion.

The Coast Guard property rehabilitation will result in 54 units of affordable housing. Specifically, the project will provide 39 family housing units and 15 senior apartments. The rehabilitation will include seismic improvements and major energy efficiency upgrades for all residential structures. The property will be converted to all electric with potential for a microgrid to serve emergency energy needs in times of outage or disasters. All natural gas propane will be removed.

The project is subject to the Marin County Local Coastal Program-Land Use Plan and Implementation Plan, the Marin Countywide Plan, and the Point Reyes Station Community Plan. The project will require a coastal permit, conditional use permit. The on-site wastewater treatment and dispersal system will require approval from the California Regional Water Quality Control Board. In addition to the Marin County Community Development Agency, review agencies include the Marin County Department of Public Works, the Marin County Department of Environmental Health Services, the Marin County Fire Department, the North Marin Water District and the California Coastal Commission.

Describe the accessibility of the building. Do you plan to make accessibility improvements?

Three townhomes will be converted to accessible mobility units. All 15 senior apartments will be adaptable, with the second floor accessed via elevator. Pathways will be improved through the site to connect most residences to the common areas.

How will the rehabilitation be staged to minimize risk and inconvenience to the residents? If certain systems or parts of residents' units will be temporarily inoperable or unusable (e.g., kitchen or bathroom) during construction, what is the estimated duration of such interruptions? What mitigations will you provide?

The property is vacant.

Describe in detail any temporary relocation of existing tenants at the site due to proposed rehab activities. Explain why relocation is needed and provide the estimated duration and number of impacted tenants. If known, identify which laws (local, state, federal) must be followed in carrying out the relocation.

The property is vacant. Relocation is not applicable.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

The project has \$1,064,825 in Housing Trust Funds committed from the County of Marin. On May 17, 2022, the Marin County Board of Supervisors approved an award of \$357,125 in PLHA funds to Coast Guard, along with an equal funding match from the Marin Housing Trust. In total, \$714,250 was awarded. On May 24, 2022, the Marin County Board of Supervisors approved a funding recommendation of \$147,000 in LHTF funds to Coast Guard, along with an equal funding match from the Marin Housing Trust, contingent upon approval of the County's LHTF application to the California Department of Housing and Community Development (HCD). In total, \$294,000 was recommended. On October 11,

2022, the County received an award letter from HCD for LHTF funds. HCD is in the process of executing a Standard Agreement. Both the PLHA and Marin County Housing Trust commitments are structured as 55-year, residual receipts loans at a rate of three percent (3%) per year. The LHTF fund agreement documents have not yet been finalized, but are anticipated to be similar to PLHA. \$600,000 in predevelopment funds have also been committed from Marin Community Foundation. Eden is currently funding the majority of predevelopment from its own capital.

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

The project is in the early stages of applying for funding. The likelihood of obtaining additional funding is increased with the local commitments like this one. The anticipated timeline includes applying for TCAC funding the the Fall of 2024 and construction beginning in Spring of 2025.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

We would considered any and all available funding options that might make sense for the project such as MHP and Joe Serna funds through the HCD. Additional project based vouchers, federal and state earmarks, state tax credits may also be considered.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

Construction cost estimates were provided by a licensed contractor as part of our predevelopment feasibility analysis. Consulting costs are generally drawn from existing contracts, or based on Eden’s experience with those disciplines on other projects.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

The project has \$1,064,825 in Housing Trust Funds from the County of Marin. These funds will reduce the accruing predevelopment interest expense for the project and provided necessary soft financing for the project.

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?

Some of the above funding has not yet been allocated given delays from HCD in approved the agreements needed. Overall the project construction is expected to close in 2026 and all funds will be expended by then. The Kerner project will be expending their funds in the coming weeks.

CDBG/HOME-ARP applicants only: Describe your organization’s experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?

Eden Housing is highly skilled in working with federal grant programs, including HOME and CDBG. Eden has received HOME and CDBG funding on dozens of other affordable housing developments, as well as other federal funding such as Section 8 vouchers, HUD 202, and HUD 811. Eden is highly experienced complying with Davis-Bacon prevailing wage requirements, as most of Eden’s new construction projects have state or federal (or both) prevailing wage requirements, and we hire prevailing wage












consultants to assist with monitoring.

Describe your ability to complete financing for this project with a subset of units deed restricted at 30% of the Area Median Income (AMI). How many units can your project support at 30% AMI?

The budget will support 9 households at 30% AMI.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: "2023-24 [Document Name] for [Organization Name]- [Project Name]."

 2023-24 Board for Eden - Pt.pdf	 2023-24 CDBG Project Budg... .xlsx
 2023-24 ENA Site Control forpdf	 2023-24 FEMA LOMA for Ede... .pdf
 2023-24 FS (19-20) for Eden -... .pdf	 2023-24 FS (20-21) for Eden -... .pdf
 2023-24 IRS Exempt for Eden... .pdf	 2023-24 MOU with JV for Ede... .pdf
 2023-24 Operating Budget 20... .pdf	 2023-24 Org Chart for Eden -pdf
 2023-24 Proforma for Eden -pdf	

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Sarah Allen

Title of Person Completing this Application

Project Developer

By checking this box,

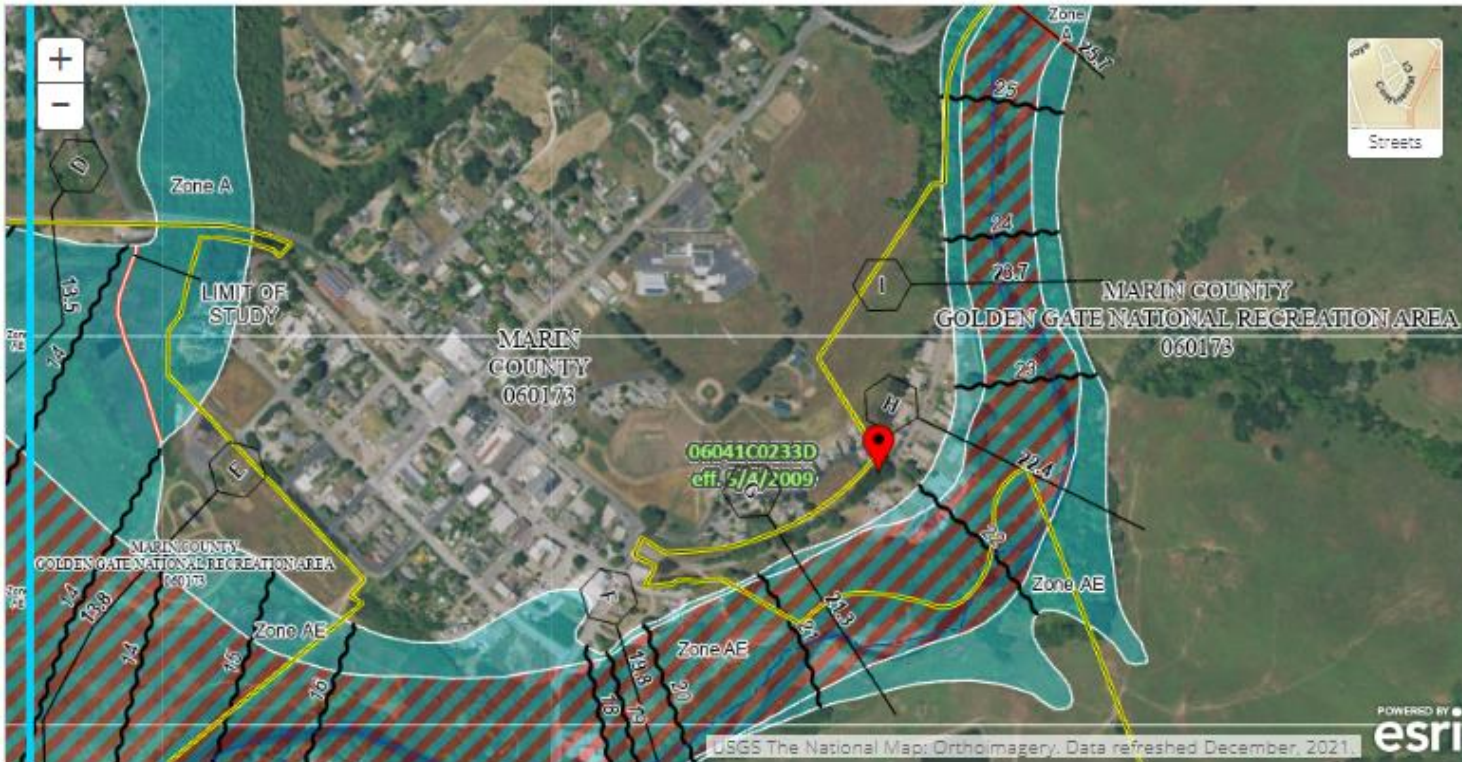
I hereby certify that the information in this application is true and accurate to the best of my knowledge.

Capital and Housing Project Budget Template

Organization Name: Eden Housing, Inc.					
Project Title: Point Reyes Coast Guard					
Date: March 17, 2023					
INCOME:	Federal Grants Request Year 1	Federal Grants Request Year 2	Other Funding Sources	In Kind	Total Proposed Project Income
<u>Committed</u>					
Foundations:					
<i>(Add rows)</i>					
Government:			\$ 605,297.00		\$ 605,297.00
Marin County Housing Trust Fund			\$ 459,528.00		\$ 459,528.00
<i>(Add rows)</i>					
Corporations:					
<i>(Add rows)</i>					
Individual Contributions: (list total):					
Earned Income:					
<i>(Add rows)</i>					
Other (specify):					
<i>(Add rows)</i>					
Subtotal, Committed Income			\$ 1,064,825.00	\$ -	\$ 1,064,825.00
<u>Uncommitted</u>					
Federal Grants Request	\$ 1,500,000.00	\$ 1,500,000.00	\$ 3,000,000.00		\$ 3,000,000.00
CDBG	\$ 300,000.00	\$ 300,000.00	\$ 600,000.00		\$ 600,000.00
HOME-ARP	\$ 1,200,000.00	\$ 1,200,000.00	\$ 2,400,000.00		\$ 2,400,000.00
Foundations:					\$ -
Marin Community Foundation			\$ 1,500,000.00		\$ 1,500,000.00
Government:					\$ -
PLHA / HTF FY 2023	\$ 100,000.00	\$ 2,200,000.00	\$ 2,300,000.00		\$ 2,300,000.00
					\$ -
					\$ -
					\$ -
Corporations:					\$ -
GP Equity			\$ 3,329,553.00		\$ 3,329,553.00
LP Equity			\$ 20,910,021.00		\$ 20,910,021.00
Tax Exempt Permanent Loan			\$ 10,489,000.00		\$ 10,489,000.00
Individual Contributions:					\$ -
					\$ -
Other (Deferred Interest):			\$ 304,015.00		\$ 304,015.00
Deferred Developer Fee					\$ -
					\$ -
Subtotal, Uncommitted Income	\$ 1,600,000.00	\$ 3,700,000.00	\$ 42,897,414.00	\$ -	\$ 42,897,414.00
Other					
Income from Operations					
Subtotal, Earned Income			\$ -	\$ -	\$ -
Grand Total Income	\$ 1,600,000.00	\$ 3,700,000.00	\$ 42,897,414.00	\$ -	\$ 42,897,414.00

EXPENSES (Add rows to list other expenses)	Federal Grants Request Year 1	Federal Grants Request Year 2	Other Funding Sources	In Kind	Total Proposed Project Expenses
Direct Project Related Expenses					
Acquisition					
Acquisition Cost					\$ -
Title/Recording/Escrow			\$ 20,000.00		\$ 20,000.00
Transfer Tax					\$ -
Legal			\$ 20,000.00		\$ 20,000.00
Pre-development					
Architecture & Design	\$ 1,000,000.00	\$ 900,000.00	\$ 1,986,710.00		\$ 1,986,710.00
Engineering	\$ 600,000.00	\$ 600,000.00	\$ 1,247,026.00		\$ 1,247,026.00
TCAC & CDLAC App/Allocation/Monitoring Fees			\$ 119,195.00		\$ 119,195.00
Phase 1			\$ 25,000.00		\$ 25,000.00
Local Development Impact Fees			\$ 2,550,000.00		\$ 2,550,000.00
Permit Processing Fees			\$ 712,381.00		\$ 712,381.00
Marketing			\$ 15,000.00		\$ 15,000.00
Furnishings			\$ 60,000.00		\$ 60,000.00
Market Study			\$ 7,500.00		\$ 7,500.00
Accounting/Reimbursable			\$ 30,000.00		\$ 30,000.00
Appraisal Costs			\$ 7,500.00		\$ 7,500.00
Other: Syndication Consultant			\$ 55,000.00		\$ 55,000.00
Other: Misc Due Diligence			\$ 25,000.00		\$ 25,000.00
Legal			\$ 101,900.00		\$ 101,900.00
Construction Interest and Fees			\$ 2,519,098.00		\$ 2,519,098.00
Financing Costs			\$ 324,099.00		\$ 324,099.00
General Development					
Site Work			\$ 7,000,000.00		\$ 7,000,000.00
PV			\$ 800,000.00		\$ 800,000.00
Structures		\$ 2,200,000.00	\$ 14,654,614.00		\$ 14,654,614.00
General Requirements			\$ 1,796,369.00		\$ 1,796,369.00
Contractor Overhead			\$ 1,158,658.00		\$ 1,158,658.00
Contractor Profit			\$ 188,619.00		\$ 188,619.00
General Liability Insurance			\$ 332,777.00		\$ 332,777.00
Other: Bond Premium			\$ 220,414.00		\$ 220,414.00
Operating Reserve			\$ 337,179.00		\$ 337,179.00
Replacement Reserve			\$ 51,000.00		\$ 51,000.00
Hard Cost Contingency			\$ 3,624,448.00		\$ 3,624,448.00
Soft Cost Contingency			\$ 707,927.00		\$ 707,927.00
Subtotal, Direct Project Related Expenses	\$ 1,600,000.00	\$ 3,700,000.00	\$ 40,697,414.00	\$ -	\$ 40,697,414.00
Developer Fee (specify % in column A below)					
5.41%			\$ 2,200,000.00		\$ 2,200,000.00
Fiscal Sponsorship Fee (specify % in column A below)					
0.00%					\$ -
Grand Total All Expenses	\$ 1,600,000.00	\$ 3,700,000.00	\$ 42,897,414.00		\$ 42,897,414.00

Base Scenario			
	<i>Units Managed / Added</i>	<i>Units Added</i>	<i>Units Added</i>
	9,365	9,560	9,682
EDEN HOUSING	195	122	161
2023 CORPORATE BUDGET			
CASH BASIS	2023 Budget	2024 Projections	2025 Projections
Developer Fee	17,679,187	12,594,361	15,077,873
Service Program Fees	6,410,048	6,602,349	6,800,420
Property Management & Services Fee	12,120,196	12,547,033	13,030,491
Asset Management Fees	1,943,719	1,999,564	1,999,564
Affiliate Loans-Notes Receivables	4,840,759	4,616,969	4,473,934
Distributable Cash From Properties	2,443,739	4,659,247	4,659,247
Portfolio Distributions	9,228,217	11,275,780	11,132,745
Grants & Contributions	1,466,490	1,226,490	1,226,490
Dividend & Interest Income	934,538	934,000	934,000
Investment Gains (Losses)	(915,000)	-	-
Other Income	1,486,028	2,160,490	2,160,490
Total Cash Revenue	\$ 46,923,676	\$ 45,180,013	\$ 48,202,019
Payroll Expense	29,180,078	30,960,860	32,783,544
	68%	68%	69%
Operating Expenses	7,172,373	7,453,256	7,685,853
Service Program Expenses	6,466,342	6,602,349	6,800,420
Service Program Expenses			
Office Improvements	9,500	9,975	10,474
Debt Service	137,912	164,831	130,625
MGP Expenses	208,003	208,003	208,003
Other Expenses	355,414	382,808	349,101
Total Cash Expenses	43,174,208	45,399,273	47,618,918
Net Cash Income, Recurring	\$ 3,749,468	\$ (219,260)	\$ 583,101



<p>PIN</p> <ul style="list-style-type: none"> Approximate location based on user input and does not represent an authoritative property location <p>MAP PANELS</p> <ul style="list-style-type: none"> Selected FloodMap Boundary Digital Data Available No Digital Data Available Unmapped <p>OTHER AREAS</p> <ul style="list-style-type: none"> Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone B Otherwise Protected Area Coastal Barrier Resource System Area 	<p>SPECIAL FLOOD HAZARD AREAS</p> <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, X, AE With BFE or Depth Regulatory Floodway Zone AE, AO, AH, VE, AR <p>OTHER AREAS OF FLOOD HAZARD</p> <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes, Zone X Area with Flood Risk due to Levee Zone D 	<p>OTHER FEATURES</p> <ul style="list-style-type: none"> Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature <p>GENERAL STRUCTURES</p> <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
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FEMA Flood Map for Edén - Pt. Reyes Coast Guard (1000 Commodore Webster Dr. Pt. Reyes Station, CA)

Online Letter of Map Change

Application ID: 4537795321088

Amendment Submission Details

Property Information Form

Letter of Map Amendment Type: LOMA

Fill Section

Has fill been placed on your property to raise ground that was previously below the BFE? Yes

When was fill placed? 06/1974

Will fill be placed on your property to raise ground that is below the BFE? No

When will fill be placed?

Street Address of Property

Address	Legal Description
100 Commodore Webster Drive Point Reyes Station, CA 94956	<p>Lot:</p> <p>Block/Section:</p> <p>Subdivision:</p> <p>Property Description: Assessor parcel 73A from Marin County Bk 199</p>

Legal Description of Property

Requesting that a flood zone determination be completed for: A portion of land within the bounds of the property

Date of Construction:

Lot Type: Single lot

Number of structures:

Number of lots:

Applicant Information

Applicant Title: Mr.

First Name: Mike

Last Name: Hastings

Address 1: 625 Second St
Address 2: Suite 202
City: Petaluma
State: CA
ZIP Code: 94952
Email Address: jscott@sherwoodengineers.com
Company: Sherwood Design Engineers
Phone: 415-672-5451
Fax:

Close

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.38 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the form. This collection is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0015). NOTE: Do not send your completed form to this address.

This form must be completed for requests involving the existing or proposed placement of fill (complete Section A) **OR** to provide acknowledgment of this request to remove a property from the SFHA which was previously located within the regulatory floodway (complete Section B).

This form must be completed and signed by the official responsible for floodplain management in the community. **The six digit NFIP community number and the subject property address must appear in the spaces provided below. Incomplete submissions will result in processing delays.** Please refer to the MT-1 instructions for additional information about this form.

Community Number: 060173D Property Name or Address: 100 COMMODORE WEBSTER DRIVE

A. REQUESTS INVOLVING THE PLACEMENT OF FILL

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this Letter of Map Revision Based on Fill (LOMR-F) or Conditional LOMR-F request. Based upon the community's review, we find the completed or proposed project meets or is designed to meet all of the community floodplain management requirements, including the requirement that no fill be placed in the regulatory floodway, and that all necessary Federal, State, and local permits have been, or in the case of a Conditional LOMR-F, will be obtained. For Conditional LOMR-F requests, the applicant has or will document Endangered Species Act (ESA) compliance to FEMA prior to issuance of the Conditional LOMR-F determination. For LOMR-F requests, I acknowledge that compliance with Sections 9 and 10 of the ESA has been achieved independently of FEMA's process. Section 9 of the ESA prohibits anyone from "taking" or harming an endangered species. If an action might harm an endangered species, a permit is required from U.S. Fish and Wildlife Service or National Marine Fisheries Service under Section 10 of the ESA. For actions authorized, funded, or being carried out by Federal or State agencies, documentation from the agency showing its compliance with Section 7(a)(2) of the ESA will be submitted. In addition, we have determined that the land and any existing or proposed structures to be removed from the SFHA are or will be reasonably safe from flooding as defined in 44CFR 65.2(c), and that we have available upon request by DHS-FEMA, all analyses and documentation used to make this determination. For LOMR-F requests, we understand that this request is being forwarded to DHS-FEMA for a possible map revision.


Community Comments:

Community Official's Name and Title: <i>(Please Print or Type)</i>		Telephone No.:
Community Name:	Community Official's Signature: <i>(required)</i>	Date:

B. PROPERTY LOCATED WITHIN THE REGULATORY FLOODWAY

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this request for a LOMA. We understand that this request is being forwarded to DHS-FEMA to determine if this property has been inadvertently included in the regulatory floodway. We acknowledge that no fill on this property has been or will be placed within the designated regulatory floodway. We find that the completed or proposed project meets or is designed to meet all of the community floodplain management requirements.

Community Comments:

Community Official's Name and Title: <i>(Please Print or Type)</i> Berenice Davidson Assistant Director of Public works		Telephone No.: (415)473-3770
Community Name: Marin County	Community Official's Signature: <i>(required)</i> 	Date: 2-15-23

42
DNF
MM



2019-0047097

RECORDING REQUESTED BY

County of Marin
AND WHEN RECORDED MAIL DOCUMENT TO:

Recorded
Official Records
County of
Marin
SHELLY SCOTT
Assessor-Recorder
County Clerk

REC FEE 0.00

NAME County Of Marin

STREET ADDRESS 3501 Civic Center, Ste. 330
San Rafael, Ca 94903

08:46AM 12-Dec-2019

MM
Page 1 of 42

CITY, STATE & ZIP CODE
Mail Tax Statement to:
Marin County Department of
Public Works.

1600 Los Gamos Dr #210
San Rafael, CA 94903

SPACE ABOVE FOR RECORDER'S USE ONLY

APN: 119-240-73 and 119-236-10

QUITCLAIM DEED

Title of Document

G. C. 27383

DOCUMENTARY TRANSFER TAX \$ 0

- COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
- COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING AT TIME OF SALE
- EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO: R&T 11922

x [Signature]
Signature of declarant or agent determining tax

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

MAIL TAX STATEMENTS TO THE RETURN ADDRESS NOTED ABOVE

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

Quitclaim Deed

Recordation requested by/Return to:

County of Marin
Marin County Board of Supervisors
3501 Civic Center Drive, Suite 330
San Rafael, CA 94903

For Recorder's use only

QUITCLAIM DEED

THIS INDENTURE, made this the 12 day of Dec. 2019, by and between the United States of America, acting by and through the Commandant of the United States Coast Guard, pursuant to Public Law 114-120, Sec 501, (the GRANTOR), and the County of Marin, a political subdivision of the State of California (the GRANTEE). The words "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "GRANTORS" and "GRANTEES", respectively whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

GRANTOR, for consideration of **Four Million Three Hundred Thousand and 00/100 DOLLARS (\$4,300,000.00 USD)** receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and forever quitclaim unto GRANTEE all right, title, interest and claim of GRANTOR, if any and without any warranty whatsoever, in and to the Property located in the County of Marin, California, and described in Exhibit "1.1" (**Legal Description**) attached hereto and made a part hereof consisting of (3) three pages.

Assessor's Parcel Number (APN): 119-240-73 and 119-236-10

Property Address: 100 Commodore Webster Drive, Point Reyes Station, CA 94956

IT BEING the estate or interest in the land described or referred to as a Fee, as contained in that Declaration of Taking dated June 28, 1971 and recorded July 1, 1971, in Book 2478 of Official Records at page 58.

TOGETHER with the thirty-six (36) dwelling units, eight (8) non-residential buildings and improvements thereupon, erected, made or being; and all and every, the rights, alleys, ways, streets, strips or gores, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING EASEMENTS AND COVENANTS:

EASEMENTS. This conveyance is subject to all existing easements for public roads, streets, highways, railroads, pipelines and public utilities whether or not the same now appear of record including but not limited to the right of ingress and egress to the Property, including but not limited to:

1. A non-exclusive easement granted to the North Marin County Water District for the purpose of construction, repair, maintenance, and operation of well sites, treatment plant, and pipelines, necessary for the supply, treatment, transmission and distribution of water to Coast Guard facilities and the adjoining community located at Point Reyes Station, California, recorded February 1, 1973, Book 2653, Page 385 et seq., Official Record, Marin County, a copy of which is attached hereto as Exhibit 1.3.
2. An easement for water pipelines and rights incidental thereto in favor of North Marin County Water District as set forth in a document recorded February 1, 1973 in Book 2653 of Official Records at Page 389, Marin County Records, affects Northerly Portion, a copy of which is attached as Exhibit 1.4.
3. An easement for utility purposes and rights incidental thereto in favor of Pacific Gas and Electric Company, a public utility as set forth in a document recorded February 14, 1974 in Book 2764 of Official Records at Page 675, Marin County Records, affects Central Portion, a copy of which is attached as Exhibit 1.5.
4. An easement for treatment plant site, pipeline and roadway purposes and rights incidental thereto in favor of North Marin County Water District, a public body as set forth in a document recorded November 3, 1976 in Book 2958 of Official Records at Page 608, Marin County Records, affects Northerly Portion, a copy of which is attached as Exhibit 1.6.
5. A non-exclusive easement granted to Point Reyes Affordable Homes, Inc., for installation of an underground pipeline eight inches in diameter connecting to the on-site storm drain infrastructure serving the Property, recorded July 17, 2019, as Document No. 2019-0025159, Marin County Official Records, a copy of which is attached as Exhibit 1.7.

COVENANTS. GRANTEE Covenants, for themselves and their successors and assigns, that any and all covenants described in this Deed shall run with the land and shall bind the

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County of Marin and United States of America

Purchaser *RC*
Government *DB*

GRANTEE and any successors and assigns of the GRANTEE to the restrictions, agreements and promises made in such covenants, in for thirty (30) years following the date of conveyance of the Property . GRANTOR shall be deemed to be a personal beneficiary of all covenants and warranties, without regard to whether it remains the owner of any land, or interest therein, in the locality of the Property, and shall have the right to enforce these covenants and warranties in any court of competent jurisdiction.



CONDITION OF THE PROPERTY COVENANT. The property is conveyed "AS IS" and "WHERE IS" without representation, warranty, or guaranty of any kind as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the Property or any structures or fixtures attached to the Property or that the same is in a condition or fit to be used for the purpose for which intended by the GRANTEE. GRANTEE covenants that GRANTEE has inspected or has had the opportunity to inspect, is aware of, and accepts the condition and state of repair of the Property, and further acknowledges that the GRANTOR has not made any representation, warranty, or guaranty (except as expressly stated above) concerning the condition of the Property.

NON-DISCRIMINATION COVENANT. GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof that the said GRANTEE and such successors, and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of the any land or interest therein the locality of the property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

HAZARDOUS SUBSTANCE ACTIVITY COVENANT.

1. Pursuant to Sections 120(h)(4)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(4)(A) and having notified the State of California and observed the waiting period required under 42 U.S.C. § 9620(h)(4)(B), GRANTOR hereby gives notice that no hazardous substances have been released, disposed of, or stored for one year or more on the Property.
2. Pursuant to CERCLA Section 120(h)(4)(D)(i), 42 U.S.C. § 9620(h)(4)(D)(i), GRANTOR warrants that any response action or corrective action found to be necessary after the date of such a sale or transfer shall be conducted by the United States.
 - a. This covenant shall not apply:

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County of Marin and United States of America

Purchaser 
Government 

- i. in any case in which GRANTEE, its successors(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance, OR
 - ii. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 1. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 2. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
 - iii. In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct or pay for additional response action, and as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim and provide credible evidence that:
 1. The associated contamination existed prior to the date of this conveyance; and
 2. The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.
3. Pursuant to CERCLA Section 120(h)(4)(D)(ii), 42 USC § 9620(h)(4)(D)(ii), GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions,

shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.”

WARNING OF THE PRESENCE OF ASBESTOS.

1. THE GRANTEE IS WARNED that the Property contains asbestos-containing materials. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death. GRANTEE agrees and acknowledges on behalf of itself, its successors and assigns, that it has been provided U.S. Coast Guard Environmental Compliance Due Diligence Activities Report, U.S. Coast Guard Point Reyes Station, California, Housing Units (November 2016), Appendix B: Asbestos-Containing Material Survey and Condition/Risk Assessment.

2. NO WARRANTIES either expressed or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property is or is not safe for a particular purpose.

3. GRANTEE COVENANTS and agrees on behalf of himself, his successors and assigns that, in his and their use and occupancy of the Property, they will comply with all Federal, State, and local laws relating to asbestos; and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether GRANTEE, his successors or assigns have properly warned or failed to properly warn the individual(s) injured.

NOTICE OF LEAD-BASED PAINT.

1. GRANTEE ACKNOWLEDGES that the Property was constructed prior to 1978 and may contain lead-based paint on interior and exterior painted surfaces. GRANTEE acknowledges that such Property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk in pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

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Purchaser *BL*
Government *AB*

2. GRANTEE, acknowledges that:

A. GRANTOR has disclosed to the GRANTEE the presence of any known lead-based paint, or any known lead-based paint hazards, regarding the Property;

B. GRANTOR provided the GRANTEE with any lead hazard evaluation report(s) available to the GRANTOR, including U.S. Coast Guard Environmental Compliance Due Diligence Activities Report, U.S. Coast Guard Point Reyes Station, California, Housing Units (November 2016), Appendix C: Lead-Based Pain Inspection and Risk Assessment Report;

C. the GRANTOR provided to the GRANTEE a lead hazard information pamphlet, as prescribed by the Administrator of the U.S. Environmental Protection Agency under section 406 of the Toxic Substances Control Act; and

D. the GRANTOR provided the GRANTEE with a period of at least ten (10) days to conduct a risk assessment or inspection for the presence of lead-based paint hazards before the GRANTEE became obligated under a contract to purchase the Property.

3. GRANTOR assumes no liability for damages for property damage, personal injury, illness, disability, or death, to GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured.

4. GRANTEE, its successors and assigns, covenant and agree that in their use and occupancy of the Property they will comply with all existing Federal, state, local, and any other applicable laws regarding lead-based paint and lead-based paint hazards, such as 24 C.F.R. Part 35 and 40 C.F.R. Part 745, as well as any such laws promulgated in the future.

5. GRANTEE, its successors and assigns, further agree to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to, the presence of lead-based paint hazards on the Property, any related abatement activities, or the disposal of any material from an abatement process.

These covenants shall remain and run with the land in for thirty (30) years following the date of conveyance of the Property and shall be enforceable by the GRANTOR, the State in which the Property is located, or both. The GRANTOR hereby reserves to itself and to the State in which the Property is located, and their respective officials, agents, employees,

Offer to Purchase between
County of Marin and United States of America

Purchaser *BR*
Government *AB*

contractors, and subcontractors, an easement for ingress to, egress from, and access to the Property in, on, over, through, and across the Property to verify compliance with these covenants by the GRANTEE, its successors and assigns.

F. EARTHQUAKE ZONE NOTICE.

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Earthquake Fault Zoning Act was enacted by the State of California in 1972 to regulate development near active earthquake faults. The Act required the State Geologist to delineate "Earthquake Fault Zones" (formerly known as "Special Studies Zones") along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones Land Description and Analysis. The subject property does not appear to be located within a Fault Zone, Landslide, or Liquefaction Zone.

G. FLOOD HAZARD NOTICE.



The Property is located within the Flood Insurance Rate Map (FIRM) Panel 06041C0233D (Federal Emergency Management Agency [FEMA] 2010). A portion of the Site is located in an area determined to be located within the 100-year floodplain and is designated by FEMA Zone AE. FEMA defines AE as a 100-year floodplain area, meaning, the area is subject to a 1.0% annual chance of flooding where base flood elevations have been determined. Zone AE is identified as high flood risk where flood insurance is mandatory and use of the Property may be restricted under federal, state, or local floodplain regulations and local community ordinances and codes).

The GRANTEE agrees to comply with all federal, state, and local regulations pertaining to use and development of the Property, including all applicable federal, state or local floodplain regulations. GRANTEE and all successors and assigns shall save and hold the GRANTOR harmless in the event of damage to or loss of life or property resulting directly or indirectly from flooding.

H. PROPERTY TO BE CONVEYED SUBJECT TO COVENANTS, RESERVATIONS, EASEMENTS, & RESTRICTIONS.

GRANTEE covenants, for itself and its' successors and assigns, that the Property shall be conveyed subject to the notices, disclosures, covenants, reservations, easements, and restrictions, and rights, whether recorded or unrecorded (including for private and public roads, highways, streets, pipelines, , utilities, waterlines, sewer mains and lines, drainage, powerlines, and other rights-of-ways) described herein shall run with the land and shall bind the GRANTEE and any successors and assigns of the GRANTEE to the restrictions, agreements and promises made in such covenants for thirty (30) years following the date of conveyance of the Property. GRANTOR shall be deemed to be a personal beneficiary of all covenants and warranties, without regard to whether it remains the owner of any land, or

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Government 

interest therein, in the locality of the Property, and shall have the right to enforce these covenants and warranties in any court of competent jurisdiction.

I. AFFORDABLE HOUSING COVENANT AND REVERSIONARY CLAUSE.

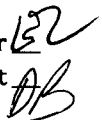
1. Section 501(b) of Public Law 114-120 states that all right, title, and interest in and to the Property shall revert, as described in section I.4 below, to the United States if the Property or any part thereof ceases to be used for affordable housing as defined by the GRANTEE and the GRANTOR at the time of conveyance, or to provide a public benefit approved by the County.

2. The term "affordable housing" means housing that is affordable to low-income and moderate income persons as those terms are defined by the U.S. Department of Housing and Urban Development and its successor Departments or agencies. This definition is intended to fulfill the meaning and intent of Section 501 and not to impose restrictions on the GRANTEE that are not intended by Public Law 114-120. The GRANTEE and GRANTOR agree that the definition may be amended by written agreement signed by GRANTEE and GRANTOR and appended to the Quitclaim Deed.

3. The term "public benefit approved by the County" means a lawful use of the Property that is duly approved by the County. This definition is intended to fulfill the meaning and intent of Section 501 and not to impose restrictions on the GRANTEE that are not intended by Public Law 114-120. The GRANTEE and GRANTOR agree that the definition may be amended by written agreement signed by GRANTEE and GRANTOR and appended to the Quitclaim Deed.

4. REVERSION.

a. The Property ceases to be used for affordable housing or public benefit as defined in Sections I.3 and I.4 above, within thirty (30) years of the date of conveyance, such use determined either by: (1) upon Grantor's receipt of GRANTEE's written notification that the Property is no longer intended for use as affordable housing or public benefit, or (2) the Property in fact ceases to be used for affordable housing, or ceases to provide a public benefit. Determination of whether the Property in fact is no longer used for affordable housing or public benefit will only be made upon agreement of the parties and shall only be made following a Notice and Opportunity to Cure period, during which time GRANTOR shall provide reasonable advance written notice to the GRANTEE specifying the alleged material breach and the facts upon which the claim of breach is based. Upon receipt of such notice, GRANTEE shall have reasonable opportunity to either (a) cure such breach or to begin taking actions that are reasonably likely to result in a cure of the breach, or (b) dispute the existence of the alleged breach. If the existence of a breach is disputed, GRANTOR and GRANTEE agree to meet and engage in good-faith attempts to resolve the question of whether a breach has occurred before taking any actions impacting either GRANTOR or GRANTEE's interest in the property. If parties are unable to reach agreement through good faith negotiation, the



dispute shall be mediated by referring it for mediation to the nearest office of Judicial Arbitration and Mediation Services, Inc. or similar mediation services. Parties shall select a mutually agreeable mediator, and if mediation proves unsuccessful, parties may avail themselves of other remedies to determine the existence of a breach. GRANTEE shall not be considered in breach of any term of this provision unless such breach is material; minor or technical breaches shall be not grounds for determination that the Property is no longer used for affordable housing or public benefit. This definition is intended to fulfill the meaning and intent of Section 501 and not to impose restrictions on the GRANTEE that are not intended by Public Law 114-120. The GRANTEE and GRANTOR agree that reversion is an extraordinary measure and further agree that only following this opportunity to cure any alleged breach, may GRANTOR initiate Reversion by providing GRANTEE with a Notice of Intent to Revert all right, title, and interest in and to the Property to the United States of America. Decision making authority for the Property to be subject to Reversion under Section 501(b) and as specified herein, is reserved in equal parts for the Commandant of the Coast Guard, or equivalent head of any successor agency on behalf of GRANTOR, and the Marin County Board of Supervisors or its authorized designee, or equivalent designee of any successor on behalf of GRANTEE. A natural catastrophe or, regardless of the cause, any fire, flood, or explosion shall not trigger any right to reversion.



b. If and when the Property ceases to be used for affordable housing or public benefit following the procedure for such determination described in I.4.a above, all right, title and interest in and to such portion or portions of the above-described Property, in its then existing condition, including all improvements thereon, shall revert to and become the Property of the United States of America at the option of and upon demand made in writing through the process of Notice of Intent to Revert by the Commandant of the Coast Guard, or his/her successor in function.

c. In such event, the United States of America shall have the immediate right-of-entry upon said Property, and the GRANTEE, its successors and assigns, shall forfeit all right, title and interest in said Property and in any and all the tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to the United States of America.

d. The failure of the Commandant, or his/her successor in function, to insist upon complete performance of the above conditions shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

e. Beginning two years from the date of conveyance, the GRANTEE shall prepare biennial reports certifying that Property is being used for affordable housing or public benefit approved by the GRANTEE. If GRANTEE fails to provide such certification, GRANTEE shall be considered in default of the performance of this requirement if GRANTEE fails to cure or make reasonable efforts to cure such default within 30 days following service of a written notice of such default and a request to cure the same by GRANTOR. The requirement for preparation of biennial certification of use shall end ten years from the date of conveyance.

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Government 


THE WORDS "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "GRANTORS" and "GRANTEES", respectively whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

TO HAVE AND TO HOLD the premises above described and mentioned, and hereby intended to be conveyed, together with all the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use, benefit, enjoyment, and behoove forever of the GRANTEE, his heirs and assigns, forever, SUBJECT as aforesaid.

TO HAVE AND TO HOLD the Property above described and mentioned, and hereby intended to be conveyed, together with all the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use, benefit, enjoyment, and behoof forever of the GRANTEE, its heirs and assigns, forever, SUBJECT as aforesaid.

IN WITNESS whereof, the following signature and seal.

United States of America
Acting by and through the
Commandant of the U.S. Coast Guard

By: 
David Brumley aka David E. Brumley
USCG Civil Engineering Unit Oakland

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
County of Alameda)

On 22 Nov 2019 before me, G. Deon Christian Daniels,
Date Name and Title of the Officer

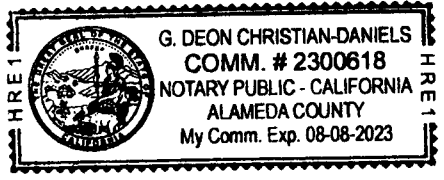
Notary Public

personally appeared David E. Brumley
Name(s) of Signer(s)

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.



G. Deon Christian Daniels

Signature of Notary Public

(Notary Public Seal)

Offer to Purchase between
County of Marin and United States of America

Purchaser ___
Government ___


WHEN RECORDED RETURN TO:
County of Marin
Department of Public Works
Real Estate Division
P.O. Box 4186, Civic Center Branch
San Rafael, CA 94913-4186
Attention: Eric Lueder

AREA: Point Reyes Station
ADDRESS: 100 Commodore Webster Drive
APN: 119-236-10 & 119-240-73

**CERTIFICATE OF ACCEPTANCE OF GRANT
OF INTEREST IN REAL PROPERTY**

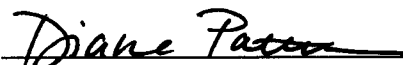
THIS IS TO CERTIFY that the interest in the real property conveyed by the attached **QUITCLAIM DEED** from the **UNITED STATES OF AMERICA**, acting by and through the Commandant of the United States Coast Guard, dated _____ Dec. 12 _____, 2019 to the **COUNTY OF MARIN, a political subdivision of the State of California**, is hereby accepted by order of the Board of Supervisors of the County of Marin and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 9/17/19 _____



Kathrin Sears, President
Board of Supervisors

ATTEST:



Deputy Clerk

Offer to Purchase between
County of Marin and United States of America

Purchaser ___
Government ___

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
County of Marin)

On 9/17/2019 before me, Joyce Evans, Notary Public
Date Name and Title of the Officer

personally appeared KATHRIN SEARS
Name(s) of Signer(s)

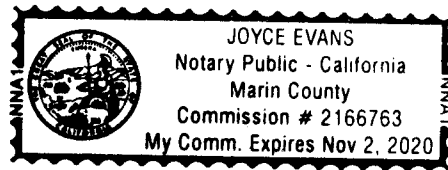
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Joyce Evans

Signature of Notary Public



(Notary Public Seal)

LEGAL DESCRIPTION
(Exhibit 1.1)

Parcel One:

Beginning at the most Easterly corner of the parcel of land conveyed in the Deed executed by Harold F. Genazzi to Victor De Carli, et al, recorded January 12, 1959, in Book 1247 of Official Records at Page 429, Marin County Records, thence leaving said Easterly line and running along the Southeasterly boundary line of the parcel of land conveyed in the Deed executed by the Northwestern Pacific Railroad Company, a corporation, to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Page 208, Marin County Records, North 59° 33' 14" East 496.4 feet to the most Easterly corner thereof, thence along the Southerly and Easterly line of the 50 foot right of way of the North Pacific Coast Railroad Extension company, now Northwestern Pacific Railroad Co., acquired from Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889, in Book 9 of Deeds at Page 219, Marin County Records, thence on a curve to the left, a radius of 1067 feet, through a central angle of 61° 11' 10" an arc distance of 1139.45 feet, thence North 1° 37' West 443.00 feet, thence leaving said Easterly line North 88° 23' East 240.00 feet to a point in the center line of the Arroyo San Geronimo or Paper Mill Creek, thence Southerly meandering along said center line to a point which bears South 65° 20' 44" East from the point of beginning, thence leaving said center line North 65° 20' 44" West 546.50 feet to the point of beginning.

Parcel Two:

Beginning at the most Easterly point of that certain parcel of land described in Deed made by George Plummer, dated March 23, 1917 and recorded March 30, 1917, in Book 186 of Deeds at Page 432, Marin County Records, said point being also 25 feet Southeasterly, radially from a point on a curve concave to the North of a radius 1042 feet, being the center line of the original 50 foot right of way of the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, acquired from Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889 in Book 9 of Deeds at page 219, Marin County Records, thence Southwesterly, along the Southeasterly line and its production Southwesterly of the said land acquired from Plummer, a distance of 496.4 feet, more or less, to a point on the Southerly line of that certain parcel of land described secondly in Deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889 and recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, thence Westerly along said Southerly line and the Southern line of that certain parcel of land described firstly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 19, 1909 in Book 121 of Deeds at Page 367, Marin County Records; a distance of 293.3 feet, more or less, to a point on the Northeasterly line of that certain parcel of land described firstly in that certain Deed made by Northwestern Pacific Railroad Company to Henry R. Bell, et ux, dated January 12,

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1917 and recorded February 24, 1917 in Book 185 of Deeds Page 300, Marin County Records, thence Northwesterly along the said Northeasterly line a distance of 94.2 feet, more or less, to a point in the Easterly line of First Street in the Town of Point Reyes; thence Northerly along the said Easterly line of First Street, a distance of 182.2 feet, more or less, to the most Northerly point of that certain parcel of land described secondly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 18, 1909 in Book 121 of Deeds at Page 367, Marin County Records; thence Southeasterly along the Northeasterly line of said last named parcel a distance of 125 feet more or less to a point on the Northerly line of the above mentioned 50 foot right of way of the North Pacific Coast Railroad Extension Company, thence Northeasterly along the said Northerly line of the 50 foot right of way to a point 50 feet Northwesterly measured radially from the point of beginning; thence Southeasterly radially, 50 feet to the point of beginning.



Excepting therefrom that portion thereof contained in the following Deeds:

- A. From Fred Genazzi, et ux, to Standard Oil Company of California, a Delaware Corporation, recorded September 5, 1951 in Book 706 of Official Records at Page 115, Marin County Records.
- B. From Fred Genazzi, et ux, to Harold Weiss, recorded December 10, 1952 in Book 779 of Official Records at Page 323, Marin County Records.
- C. From Fred Genazzi to Harold Weiss, et ux, recorded April 18, 1961 in Book 1453 of Official Records at Page 495, Marin County Records.

Parcel Three:

Beginning at a point in the Northwesterly boundary line of the parcel of land firstly described in the Deed executed by Galen Burdell to the North Pacific Coast Railroad Extension Company, recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, said point being the most Southerly corner of the parcel of land described in the Deed executed by Armando E. Campigli to George T. Dettner, et ux, recorded May 9, 1962 in Book 1568 of Official Records at Page 400, Marin County Records, thence along the Southwesterly line of said Dettner parcel, North 32° 36' 30" West (called North 32° 41' West in Deed) 478.71 feet, thence leaving said Southwesterly line North 33° 38' 47" East 848.28 feet to a point in the Westerly line of said parcel conveyed to the North Pacific Coast Railroad Extension Company, thence along said line South 1° 37' East (called North 1° 05' West R/R Deed) 443.00 feet, thence on a curve to, the right, radius of 1017 feet, through a central angle of 40° 27' 51" an arc distance of 718.25 feet to the point of beginning.



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Parcel Four:

Beginning at a point in the Northerly line of said parcel conveyed to North Pacific Coast Railroad Extension Company, said point being the Northeast corner of the parcel of land, described in the Deed executed by Northwestern Pacific Railroad Company, a corporation to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Page 208, Marin County Records thence along the Northerly and Westerly line of said parcel (9 Deeds 219) on a curve to the left, radius of 1017 feet, through a central angle of $61^{\circ} 11' 10''$ an arc distance of 1086.06 feet, thence North $1^{\circ} 37'$ West (called North $1^{\circ} 05'$ West in Deed) 443.00 feet, thence leaving said Westerly line North $88^{\circ} 23'$ East 50.00 feet to a point in the Easterly line of said parcel, thence along the Easterly and Southeasterly line of said parcel, South $1^{\circ} 37'$ East (called North $1^{\circ} 05'$ West in R/R Deed) 443.00 feet, thence an a curve to the right, radius of 1067 feet, through a central angle of $61^{\circ} 11' 10''$ an arc distance of 1139.45 feet, to the most Easterly corner of said Genazzi parcel, (Book 306 OR 208) thence along said Easterly line North $30^{\circ} 25' 50''$ West 50.00 feet to the point of beginning.

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OFFICIAL RECORDS COUNTY OF MARIN

4023

4023

99 ATHERTON AVE.
NOVATO. 94947.

BOOK 2653 PAGE 385

EASEMENT

NORTH MARIN CO. WATER DIST
Recorded at Request of
at 5:58 Min. past 10 o'clock A.M.
Official Records of Marin County, Calif.
Date FEB 1 1973
N. J. Giacomini
Fee NO FEE - C. 610 Recorder

1 Under and by virtue of the authority of Title 14, United States Code,
2 Section 93(o), and Title 40, United States Code, Sections 319-319c, UNITED
3 STATES COAST GUARD, acting through the Commander, Twelfth Coast Guard District,
4 630 Sansome Street, San Francisco, California, hereinafter referred to as Coast
5 Guard, hereby grants to NORTH MARIN COUNTY WATER DISTRICT, Novato, California,
6 hereinafter referred to as District, non-exclusive easements for the purpose of
7 the construction, repair, maintenance and operation of well sites, treatment
8 plant and pipelines necessary for the supply, treatment, transmission and
9 distribution of water to Coast Guard facilities and the adjoining community
10 located at Point Reyes Station, California, in, through, and upon lands of the
11 United States, as described in Coast Guard Drawing No. E-M86-02, dated 5 June 1970,
12 1st Revision dated 9 August 1971, "Record of Survey", which drawing is attached
13 hereto and made a part hereof, the property described therein being in the
14 custody of the Coast Guard at the Point Reyes Housing Site, Point Reyes
15 Station, California, said easements being more particularly described as
16 follows:

17 WELL SITE NO. 1

18 COMMENCING at a 3/4" Iron Pipe, Tack and Brass Disk Stamped "LS 2731"
19 set at the most Southerly corner of Parcel "C" at the Southeasterly terminus
20 of the course North 32° 36' 30" West 478.71 feet, all as shown on that certain
21 Record of Survey prepared by Hool & Lockett, Lic. Land Surveyors, for the
22 U. S. Coast Guard and filed May 20, 1970 in Book 9 of Surveyors at Page 21,
23 Marin County Records, and running thence North 64° 00' 30" East 299.70 feet,
24 thence North 66° 21' 45" East 295.03 feet, and thence North 41° 57' 30" East
25 99.00 feet to the True Point of Beginning of the herein described well site.
26 Thence from said True Point of Beginning South 80° 03' 00" East 20.00 feet;
27 thence North 9° 57' 00" East 20.00 feet; thence North 80° 03' 00" West 20.00
28 feet; and thence South 9° 57' 00" West 20.00 feet and returning to the True
29 Point of Beginning.

30 WELL SITE NO. 2

31 COMMENCING at a point which bears North 80° 03' 00" West 101.39 feet
32 from the True Point of Beginning set forth above for Well Site No. 1, and
33 running thence North 9° 57' 00" East 20.00 feet; thence North 80° 03' 00" West
34 20.00 feet; thence South 9° 57' 00" West 20.00 feet, and thence South
35 80° 03' 00" East 20.00 feet and returning to the point of commencement.

36 TREATMENT PLANT SITE

37 A Right of Way fifty (50) feet square and described as follows:

38 Beginning at a point on the Westerly line of that certain 50 foot right
39 of way described in the deed from Galen Burdell to the North Pacific Coast
40 Railroad Extension Co. recorded January 4, 1889 in Book 9 of Deeds at page 219,
41 Marin County Records, which point is marked by that certain 3/4" Iron Pipe
42

BOOK 2653 PAGE 385

OFFICIAL RECORDS COUNTY OF MARIN

1 Monument with tack and brass disk stamped L.S. 2731, set at the Northeasterly
2 terminus of the course North 33° 38' 47" East 848.28 feet as said course is
3 shown on that certain map entitled, "Housing San Francisco Radio Station
4 Point Reyes Station, California, Record of Survey", recorded on May 20, 1970 in
5 Book 9 of Surveys at Page 21, Marin County Records; running thence from said
6 point of beginning North 88° 23' East 50.00 feet to the Easterly line of said
7 50 foot right of way (9 O.R. 219). Thence along said Easterly line South
8 1° 37' East 50.00 feet. Thence South 88° 23' West 50.00 feet and returning
9 to said Westerly line. Thence along said Westerly line North 1° 37' West
10 50.00 feet to the point of beginning.

11 PIPELINE

12 (a) A strip of land fifteen (15) feet in width lying 7.50 feet on each
13 side of the following described centerline:

14 COMMENCING at a point which bears North 9° 57' 00" East 7.50 feet
15 from the True Point of Beginning set forth above for Well Site No. 1, and
16 running thence North 80° 03' 00" West 121.39 feet; thence North 77° 39' 08"
17 West 91.03 feet; thence North 08° 07' 45" West 102.44 feet; thence North
18 14° 07' 15" West 125.99 feet; thence North 00° 15' 45" West 73.20 feet; thence
19 North 10° 22' 00" West 155.24 feet; and thence North 53° 35' 15" West 69.19
20 feet to a point on the Easterly line of a former railroad right of way.

21 Said strip of land being bounded on the Northwest by said Easterly
22 line of said former railroad right of way.

23 (b) A right of way twenty (20) feet in width lying ten (10) feet on each
24 side of the following described centerline:

25 Beginning at a point on the Easterly line of that certain 50 foot
26 right of way described in the Deed from Galen Burdell to the North Pacific
27 Coast Railroad Extension Co., recorded January 4, 1889 in Book 9 of Deeds
28 at Page 219, Marin County Records, which point bears North 88° 23' East
29 50.00 feet and thence South 1° 37' East 249.59 feet from that certain 3/4"
30 Iron Pipe Monument with tack and brass disk stamped L.S. 2731, set at the
31 Northeasterly terminus of the course North 33° 38' 47" East 848.28 feet as
32 said course is shown on that certain map entitled, "Housing San Francisco
Radio Station Point Reyes Station, California, Record of Survey", recorded
May 20, 1970 in Book 9 of Surveys at Page 21, Marin County Records;
running thence North 53° 35' 15" West 31.74 feet to the centerline of said
50 foot right of way (9 O.R. 219). Thence North 1° 37' West 230.04 feet
to a point on said centerline which point bears North 88° 23' East 25.00
feet from the aforementioned 3/4" Iron Pipe Monument (9 O. S. 21).

Said twenty (20) foot right of way being bounded on the Southeast by
the Easterly line of said 50 foot right of way (9 O.R. 219).

These Easements are granted subject to the following conditions:

1. District shall have the right of ingress to and egress from said
easements for purposes connected with the construction, repair, maintenance
and/or operation of the well sites, treatment plant and pipelines herein
contemplated.

OFFICIAL RECORDS COUNTY OF MARIN

1 2. All costs and expenses incurred in the construction, repair,
2 maintenance and operation of the water system herein contemplated shall be
3 borne by the District.

4 3. No alteration or change may be made to the property encompassed by
5 this easement grant except as may be required for the construction, repair and
6 maintenance of the well sites, treatment plant and pipelines to be constructed
7 pursuant hereto. However, in no event may any alteration or change be made
8 to the property by the District without first obtaining the written approval
9 of the Coast Guard.

10 4. Coast Guard, its successors and assigns, reserves the right to full
11 use and enjoyment of the property described in this easement grant provided,
12 however, that such use and enjoyment shall not materially interfere with the
13 interests granted herein to the District.

14 5. District shall, at all times, save, protect, and defend the United
15 States, its officers, agents and employees against any and all claims, demands
16 and liabilities, whatsoever, growing out of or arising from the use and
17 occupation of said property of the United States or incident to the
18 fulfillment of the provisions and conditions set forth herein.

19 6. This easement grant may be annulled and forfeited by written declaration
20 of the Commandant for failure or refusal by the District fully and promptly
21 to comply with any condition of this grant, or for non-use of these easements
22 for a consecutive two-year period for the purpose for which granted, or for
23 abandonment.

24 7. It is a condition of this easement grant that no person in the United
25 States shall, on the ground of race, color, or national origin be excluded
26 from participation in, be denied the benefits of, or be otherwise subjected
27 to discrimination in the use of the premises. The U. S. Coast Guard reserves
28 the right to revoke and cancel this easement in the event of breach of such
29 non-discrimination condition.

30
31
32

1 8. No Member of or Delegate to Congress or Resident Commissioner
2 may be admitted to any share or part of this easement, grant or to any benefit
3 therefrom.

4 Dated this 19th day of JAN, 1973.

6 UNITED STATES OF AMERICA

7 *Mark A. Mullen*

8 By MARK A. MULLEN
9 Vice Admiral
10 U. S. Coast Guard

12 Accepted by and on behalf of District
13 this 22nd day of January, 1973.

14 NORTH MARIN COUNTY WATER DISTRICT

15 *John Olaf Nelson*
16
17

STATE OF CALIFORNIA,
County of Marin } ss.
On this 22nd day of January in the year one thousand nine hundred and seventy-three
before me, Norma B. Eubank, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
John Olaf Nelson
known to me to be the General Manager
of the corporation described in and that executed the within instrument, and also known to me to be
the person who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation, executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
County of Marin the day and year in this certificate
first above written.
Norma B. Eubank
Notary Public, State of California.
My Commission Expires March 26, 1976

County's Form No. 28 - (Acknowledgment - Corporation)
(C. C. No. 126-174.1) PRINTED 5-53 42-025

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EXHIBIT 1.4

OFFICIAL RECORDS COUNTY OF MARIN

99 ATHELTON AVE
NOVATO 94947

NORTH MARIN COAST
WATER DIST
Recorded at Request of _____
at 5:10 Min. past 10 o'clock A. M.
Official Records of Marin County, Calif.
Date FEB - 1, 1973 N. J. Licconeri
Fee \$ NO FEE C. 61 Recorder

4024

4024

BOOK 2653 PAGE 389 EASEMENT

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Under and by virtue of the authority of Title 14, United States Code, Section 92(o), and Title 40, United States Code, Sections 319-319c, United States Coast Guard, acting through the Commander, Twelfth Coast Guard District, 630 Sansome Street, San Francisco, California, hereinafter referred to as Coast Guard, hereby grants to NORTH MARIN COUNTY WATER DISTRICT, Novato, California, hereinafter referred to as District, a nonexclusive easement for a water pipeline in, through, and upon land of the United States, as described in Coast Guard Drawing No. D-M-333-01, dated 16 November 1972, "Plat of 25' Easement for Water Pipeline," which drawing is attached hereto and made a part hereof, the property described therein being in the custody of the United States Coast Guard at the Point Reyes Housing Site, Point Reyes Station, California, said easement being more particularly described as follows:

Nonexclusive easement for utility purposes, being 25 feet in width, the center line of which is described as follows:

Beginning at a point on the easterly line of First Street; said point being South 21° 10' West 50.00 feet from the intersection of the courses South 50° 19' East 128.50 feet and South 21° 10' West 86.47 feet as said courses are shown on the map entitled; "Housing--San Francisco Radio Station, Point Reyes Station, California, Record of Survey," recorded May 20, 1970, in Book 9 of Surveys at page 21, Marin County records; thence along the center line of a road the following courses and tangents curves to the left:

South 61° 45' East 90.00 feet, 266.70 feet along a curve of radius 343.64 feet;

North 73° 47' East 172.00 feet, 258.03 feet along a curve of radius 864.55 ;

North 56° 41' East 80.00 feet, 356.35 feet along a curve of radius 903.41 feet;

North 34° 05' East 42.50 feet, 169.55 feet along a curve of radius 947.74 feet;

North 23° 50' East 37.00 feet, 196.82 feet along a curve of radius 735.44 feet;

North 8° 30' East 144.00 feet to the end of the road;

BOOK 2653 PAGE 389

1 Thence North 1° 37' West 523.53 feet to a point bearing
 2 North 88° 23' East 27.02 feet from the intersection of
 3 the courses North 33° 38' 47" East 848.28 feet and
 North 88° 23' East 240.00 feet as said courses are
 shown on the map above referred to (9 Surveys 21).

4 This easement is granted subject to the following conditions:

5 1. District shall operate, maintain, and repair the water
 6 line at its sole cost and expense. District, its successors
 7 and assigns, further agrees to pay and reimburse Coast Guard,
 8 its successors and assigns, for any damage to Coast Guard property
 9 or expenses incurred by the Coast Guard by reason of the exercise
 10 or use of this easement by the District.

11 2. No alteration or change may be made to the property
 12 encompassed by this easement except as may be required for
 13 construction, maintenance, or repair of the subject water line.

14 No alteration or change may be made to the property without
 15 first obtaining the written approval of the Coast Guard,

16 3. All pipes and pipelines shall be laid and maintained
 17 at a minimum depth of two (2) feet below the normal grade of
 18 the ground surface, except that at the connection points with
 19 the existing pipelines the pipe shall be buried to the same
 20 depth as the existing pipes and gradually slope to the two (2)
 21 foot minimum depth,

22 4. Coast Guard, its successors and assigns, reserves the
 23 right to full use and enjoyment of the property described in
 24 this easement, provided, however, that such use and enjoyment
 25 shall not materially interfere with the interest granted herein
 26 to the District.

27 5. District shall, at all times, save protect and defend
 28 the United States, its officers, agents and employees against
 29 any and all claims, demands and liabilities whatsoever, growing
 30 out of or arising from the use and occupation of said property
 31 of the United States or incident to the fulfillment of the
 32 provisions and conditions set forth herein.

1 6. This easement may be annulled and forfeited by written
2 declaration of the Commandant for failure or refusal by the
3 District fully and promptly to comply with any condition of
4 this grant, or for nonuse of this easement for a consecutive
5 two-year period for the purpose for which granted, or for
6 abandonment.

7 7. It is a condition of this easement that no person
8 in the United States shall, on the ground of race, color or
9 national origin be excluded from participation in, be denied
10 the benefits of, or be otherwise subjected to discrimination
11 in the use of the premises. The U. S. Coast Guard reserves
12 the right to revoke and cancel this easement in the event of
13 breach of such non-discrimination condition.

14 8. No Member of or Delegate to Congress or Resident
15 Commissioner may be admitted to any share or part of this
16 easement or to any benefit to arise therefrom.

17 Dated this 3rd day of January, 1973.

18 UNITED STATES OF AMERICA

19
20 By Mark C. Whalen
21

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25 Accepted by and on behalf of
26 District this 16th day
of January, 1973.

27 NORTH MARIN COUNTY WATER DISTRICT

28
29 Stanley Nelson
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12 the right to revoke and cancel this easement in the event of
13 breach of such non-discrimination condition.

14 8. No Member of or Delegate to Congress or Resident
15 Commissioner may be admitted to any share or part of this
16 easement or to any benefit to arise therefrom.

17 Dated this 3rd day of January, 1973.

18 UNITED STATES OF AMERICA

19
20 By Orlando C. Wheeler
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25 Accepted by and on behalf of
26 District this 14th day
of January, 1973.

27 NORTH MARIN COUNTY WATER DISTRICT

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29 Johnnie Wilson
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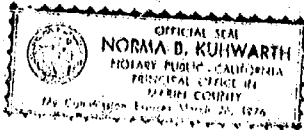


OFFICIAL RECORDS COUNTY OF MARIN

1 Attest _____

2 STATE OF CALIFORNIA
3 COUNTY OF MARIN

4 I, Norma B. Kuhwarth, a Notary Public in and for
5 the State of California, do hereby certify that
6 John Olof Nelson is known to me to be the person
7 whose name is subscribed to the within instrument, who accepted
8 on behalf of the District the herunto annexed Easement Grant on
9 the 16th day of January, 19 73,
10 personally appeared before me and acknowledged the acceptance
11 thereof as his official act by due authority.
12 Given under my hand and official seal this 16th
13 day of January, 19 73.



Norma B. Kuhwarth

Norma B. Kuhwarth
NOTARY PUBLIC

13 My Commission expires:
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OFFICIAL RECORDS COUNTY OF MARIN

EASEMENT

1 Under and by virtue of the authority of Title 14, United
2 States Code, Section 92(o), and Title 40, United States Code,
3 Sections 319-319c, United States Coast Guard, acting through
4 the Commander, Twelfth Coast Guard District, 630 Sansome Street,
5 San Francisco, California, hereinafter referred to as Coast Guard,
6 hereby grants to NORTH MARIN COUNTY WATER DISTRICT, Novato,
7 California, hereinafter referred to as District, a nonexclusive
8 easement for a water pipeline in, through, and upon land of
9 the United States, as described in Coast Guard Drawing No.
10 D-M-333-01, dated 16 November 1972, "Plat of 25' Easement for
11 Water Pipeline," which drawing is attached hereto and made
12 a part hereof, the property described therein being in the
13 custody of the United States Coast Guard at the Point Reyes
14 Housing Site, Point Reyes Station, California, said easement
15 being more particularly described as follows:

16 Nonexclusive easement for utility purposes, being 25
17 feet in width, the center line of which is described
18 as follows:

19 Beginning at a point on the easterly line of First
20 Street; said point being South 21° 10' West 50.00 feet
21 from the intersection of the courses South 50° 19'
22 East 128.50 feet and South 21° 10' West 86.47 feet as
23 said courses are shown on the map entitled, "Housing--
San Francisco Radio Station, Point Reyes Station,
California, Record of Survey," recorded May 20, 1970,
in Book 9 of Surveys at page 21, Marin County records;
thence along the center line of a road the following
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25 North 73° 47' East 172.00 feet, 258.03 feet along
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a curve of radius 947.74 feet;

28 North 23° 50' East 37.00 feet, 196.82 feet along
a curve of radius 735.44 feet;

29 North 8° 30' East 144.00 feet to the end of the
30 road;

31
32
BOOK 2653 PAGE 393

OFFICIAL RECORDS COUNTY OF MARIN

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3 the courses North 33° 38' 47" East 848.28 feet and
North 88° 23' East 240.00 feet as said courses are
shown on the map above referred to (9 Surveys 21).

4 This easement is granted subject to the following conditions:

5 1. District shall operate, maintain, and repair the water
6 line at its sole cost and expense. District, its successors
7 and assigns, further agrees to pay and reimburse Coast Guard,
8 its successors and assigns, for any damage to Coast Guard property
9 or expenses incurred by the Coast Guard by reason of the exercise
10 or use of this easement by the District.

11 2. No alteration or change may be made to the property
12 encompassed by this easement except as may be required for
13 construction, maintenance, or repair of the subject water line.
14 No alteration or change may be made to the property without
15 first obtaining the written approval of the Coast Guard.

16 3. All pipes and pipelines shall be laid and maintained
17 at a minimum depth of two (2) feet below the normal grade of
18 the ground surface, except that at the connection points with
19 the existing pipelines the pipe shall be buried to the same
20 depth as the existing pipes and gradually slope to the two (2)
21 foot minimum depth.

22 4. Coast Guard, its successors and assigns, reserves the
23 right to full use and enjoyment of the property described in
24 this easement, provided, however, that such use and enjoyment
25 shall not materially interfere with the interest granted herein
26 to the District.

27 5. District shall, at all times, save protect and defend
28 the United States, its officers, agents and employees against
29 any and all claims, demands and liabilities whatsoever, growing
30 out of or arising from the use and occupation of said property
31 of the United States or incident to the fulfillment of the
32 provisions and conditions set forth herein.

OFFICIAL RECORDS COUNTY OF MARIN

1 6. This easement may be annulled and forfeited by written
2 declaration of the Commandant for failure or refusal by the
3 District fully and promptly to comply with any condition of
4 this grant, or for nonuse of this easement for a consecutive
5 two-year period for the purpose for which granted, or for
6 abandonment.

7 7. It is a condition of this easement that no person
8 in the United States shall, on the ground of race, color or
9 national origin be excluded from participation in, be denied
10 the benefits of, or be otherwise subjected to discrimination
11 in the use of the premises. The U. S. Coast Guard reserves
12 the right to revoke and cancel this easement in the event of
13 breach of such non-discrimination condition.

14 8. No Member of or Delegate to Congress or Resident
15 Commissioner may be admitted to any share or part of this
16 easement or to any benefit to arise therefrom.

17 Dated this 3rd day of January, 1973.

18 UNITED STATES OF AMERICA

19
20
21 By Mark C. Whelan

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25 Accepted by and on behalf of
26 District this 16th day
27 of January, 1973.

28 NORTH MARIN COUNTY WATER DISTRICT

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31 By John J. Wilson



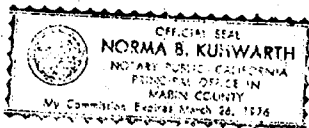
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33 2653 335

OFFICIAL RECORDS COUNTY OF MARIN

1 Attest _____

2 STATE OF CALIFORNIA
3 COUNTY OF MARIN

4 I, Norma B. Kuevarth, a Notary Public in and for
5 the State of California, do hereby certify that
6 John Olaf Nelson is known to me to be the person
7 whose name is subscribed to the within instrument, who accepted
8 on behalf of the District the herunto annexed Easement Grant on
9 the 16th day of January, 19 73,
10 personally appeared before me and acknowledged the acceptance
11 thereof as his official act by due authority.
12 Given under my hand and official seal this 16th
13 day of January, 19 73.



Norma B. Kuevarth

Norma B. Kuevarth
NOTARY PUBLIC

14 My Commission expires:
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EXHIBIT 1.5 MAY BE FOUND AT

MARIN COUNTY DEPT. OF PUBLIC WORKS
1600 LOS GAMOS DRIVE, SUITE 210
SAN RAFAEL, CA 94903

EXHIBIT 1.6 MAY BE FOUND AT

MARIN COUNTY DEPT. OF PUBLIC WORKS
1600 LOS GAMOS DRIVE, SUITE 210
SAN RAFAEL, CA 94903

2019-0025159

Recorded
Official Records
County of
Marin
SHELLY SCOTT
Assessor-Recorder
County Clerk

REC FEE 41.00
CONFORMED COPY 0.00
SB2 HOUSING 75.00
DA FRAUD FEE 10.00

02:40PM 17-Jul-2019

Page 1 of 10

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

United States Coast Guard
Civil Engineering Unit Oakland
1301 Clay Street, Ste. #700N
Oakland, CA 94612-5203

Attn: David Brumley

value less than \$100

UNITED STATES COAST GUARD

EASEMENT

FOR

POINT REYES AFFORDABLE HOMES, L.P.,
A CALIFORNIA LIMITED PARTNERSHIP
LOCATED ON 100 COMMODORE WEBSTER DRIVE
PT. REYES STATION, MARIN COUNTY, CALIFORNIA

THE COMMANDANT OF THE COAST GUARD, hereinafter referred to as "Grantor", acting under the authority of 14 U.S.C. §504, hereby Grants to Point Reyes Affordable Homes, L.P., a California limited partnership, hereinafter referred to as "Grantee", an easement for the right of way, over, across, in and upon lands of the United States at the military reservation in Marin County, California, for the construction, operation and maintenance of a drainage pipe, eight (8") in diameter and approximately crossing six feet across Grantor's property as displayed in the diagram hereinafter referred to as "Property", identified in EXHIBITS A, attached hereto and made a part hereof, hereinafter referred to as the "Premises". Every incident of ownership not inconsistent with the easement and enjoyment of the same, is reserved to the grantor. Grantor and Grantee, when referred to together, are hereinafter referred to as the "Parties". Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

This easement is granted subject to the following conditions:

1. **TERM:** This easement is hereby granted for a term of Ninety Nine (99) years, beginning 1 June 2019 and ending May 31, 2118.

2. **CONSIDERATION AND COSTS:**

a. Grantee's use of the premises is of benefit to both parties and, therefore, consideration is waived due to the benefits derived from the pipeline.

b. The use, operation, and occupation of the Premises pursuant to this easement shall be without cost or expense to the United States Coast Guard.

3. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this easement shall be addressed, if to Grantor, to Commander, Civil Engineering Unit Oakland, 1301 Clay Street, Suite 700N, Oakland, California 94612-5203, and, if to Grantee, to Point Reyes Affordable Homes, L.P., 22 Pelican Way, San Rafael, CA 94901 or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service.

4. **SUPERVISION:** The construction, operation, maintenance, repair or replacement of the pipe permitted by this easement shall be performed at no cost or expense to the Grantor and is subject to Grantor's approval. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the condition existing immediately prior to the commencement of such activities to the satisfaction of the Grantor. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as Grantor prescribes in writing from time to time.

5. **APPLICABLE LAWS AND REGULATIONS:** The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

6. **CONDITION OF PREMISES:** Grantee has inspected and knows the condition of the Premises, and understands that the Premises are granted in as "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. The Grantee shall inspect the facilities at reasonable intervals and immediately repair any such defects.

7. **PROTECTION OF PREMISES:** The Grantee shall be responsible for any damage that may be caused to the property of the Grantor by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the Grantor damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the Grantor, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said Grantor.

8. **RIGHT TO ENTER:** The right is reserved to the Grantor, its officers, agents and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, and to make any use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

9. **TRANSFER AND ASSIGNMENTS:** Without prior written approval by the Grantor, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions

and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

10. **INDEMNITY:** The Grantor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

11. **SUBJECT TO EASEMENTS:** This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new Easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of the Grantor, interfere with the use of the premises by the Grantee.

12. **TERMINATION:** This easement may be terminated by the Grantor upon written notice if there has been (A) a failure to comply with a term or condition of the grant, which failure continues sixty (60) days after written notice to Grantee, provided, Grantee shall have such longer time to cure such failure if reasonably necessary; (B) nonuse of the easement for a consecutive 5-year period for the purpose for which it was granted; or (C) an abandonment of the easement.

13. **HISTORIC PRESERVATION:** Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

14. **ENVIRONMENTAL PROTECTION:** Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity thereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local Governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic, or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local Governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate the waters of the United States, or otherwise become a public nuisance. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said Officer before any pesticides or herbicides are applied to the premises. The Grantee shall use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

15. **NON-DISCRIMINATION:** The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

16. **DISCLAIMER:** This instrument is effective only insofar as the rights of the Grantor are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any permit or license which may be required by Federal, state or local statute in connection with use of the premises.

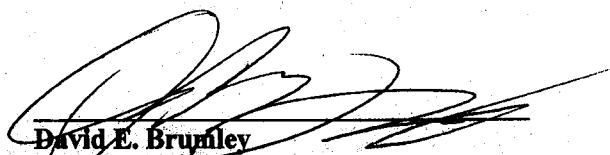
17. **AVAILABILITY OF FUNDS:** The obligations of Grantor under this easement shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this easement.

18. **AMENDMENTS:** This easement may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

19. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Commandant of the United States Coast Guard, this 17 day of July, 2019.

UNITED STATES OF AMERICA
By the Commandant of the Coast Guard



David E. Brunley
Real Estate Contracting Officer
US Coast Guard

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

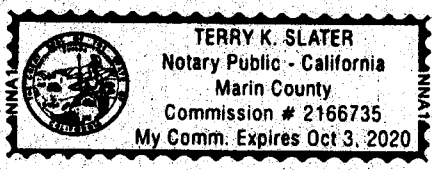
State of California)
County of Marin)

On July 17, 2019 before me, Terry K. Slater, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David Brumley
Name(s) of Signer(s)

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 Terry K. Slater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

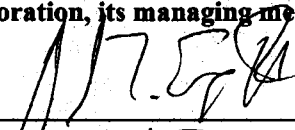
This easement is also executed by Grantee this 15th day of July, 2019.

Point Reyes Affordable Homes, L.P., California limited partnership

By: Point Reyes Affordable Apartments, LLC, a California limited liability company, Its General Partner

By: EAH Inc., a California nonprofit public benefit corporation, its managing member

By: _____



David T. Egan
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Marin)

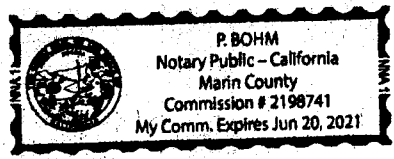
On July 15, 2019 before me, P. Bohm, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David T. Egan
Name(s) of Signer(s)

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 P. Bohm
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

EXHIBITS

Exhibit A—Map of Premises

Map may be found at
Corporate office of
EAH Inc.
22 Pelican Way
San Rafael, CA 94901

Exhibit B—Description of Premises

**LEGAL DESCRIPTION
For
DRAINAGE EASEMENT**

Situated within the County of Marin, State of California, and within Section 21, Township 3 North, Range 9 West, Mount Diablo Meridian, and described as follows;

Being a portion of the Lands of United States of America as shown on that particular Record of Survey shown in Book 9 Official Surveys at Page 21, Marin County Records, as Parcel A, and being more particularly described as follows;

An EASEMENT 10 feet in width over said parcel for Drainage facilities, the centerline described as follows:

the POINT OF COMMENCEMENT being at the most northeasterly terminus of that certain course shown as S 46°01'42" W and marked by an untagged ¾" iron pipe as shown on that particular Record of Survey shown in Book 9 Official Surveys Page 21, Marin County Records;

thence South 32°36'30" East, 478.70 feet;

thence southwest along that particular curve shown with radius 1017.00 feet on said Record of Survey, concave to the right, 166.45 feet to the POINT OF BEGINNING;

thence South 04°40'39" East, 16.00 feet;

Portion of A.P.N. 119-240-73

Basis of Bearings: The bearings contained herein are based on a line bearing South 46°01'42" West between found iron pipes as shown on the Record of Survey filed in Book 9 Official Surveys Page 21, Marin County Records.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.25 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the form. This collection is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0015). **NOTE: Do not send your completed form to this address.**

This form must be completed for requests and must be completed and signed by a registered professional engineer or licensed land surveyor. **A DHS - FEMA National Flood Insurance Program (NFIP) Elevation Certificate may be submitted in lieu of this form for single structure requests.**

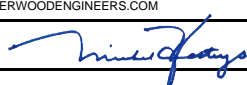
For requests to remove a structure on natural grade OR on engineered fill from the Special Flood Hazard Area (SFHA), submit the lowest adjacent grade (the lowest ground touching the structure), **including an attached deck or garage**. For requests to remove an entire parcel of land from the SFHA, provide the lowest lot elevation; or, if the request involves an area described by metes and bounds, provide the lowest elevation within the metes and bounds description. All measurements are to be rounded to nearest tenth of a foot. In order to process your request, all information on this form must be completed **in its entirety**. **Incomplete submissions will result in processing delays.**

- NFIP Community Number: 060173D Property Name or Address: **100 COMMODORE WEBSTER DRIVE**
- Are the elevations listed below based on **existing** or **proposed** conditions? (Check one)
- For the existing or proposed structures listed below, what are the types of construction? (check all that apply)
 crawl space slab on grade basement/enclosure other (explain)
- Has DHS - FEMA identified this area as subject to land subsidence or uplift? (see instructions) Yes No
 If yes, what is the date of the current re-leveling? / (month/year)
- What is the elevation datum? NGVD 29 NAVD 88 Other (explain)
 If any of the elevations listed below were computed using a datum different than the datum used for the effective Flood Insurance Rate Map (FIRM) (e.g., NGVD 29 or NAVD 88), what was the conversion factor?
 Local Elevation +/- ft. = FIRM Datum
- Please provide the Latitude and Longitude of the most upstream edge of the **structure** (in decimal degrees to the nearest fifth decimal place):
 Indicate Datum: WGS84 NAD83 NAD27 Lat. . Long. .
 Please provide the Latitude and Longitude of the most upstream edge of the **property** (in decimal degrees to the nearest fifth decimal place):
 Indicate Datum: WGS84 NAD83 NAD27 Lat. . Long. .

38.07137 -122.79884

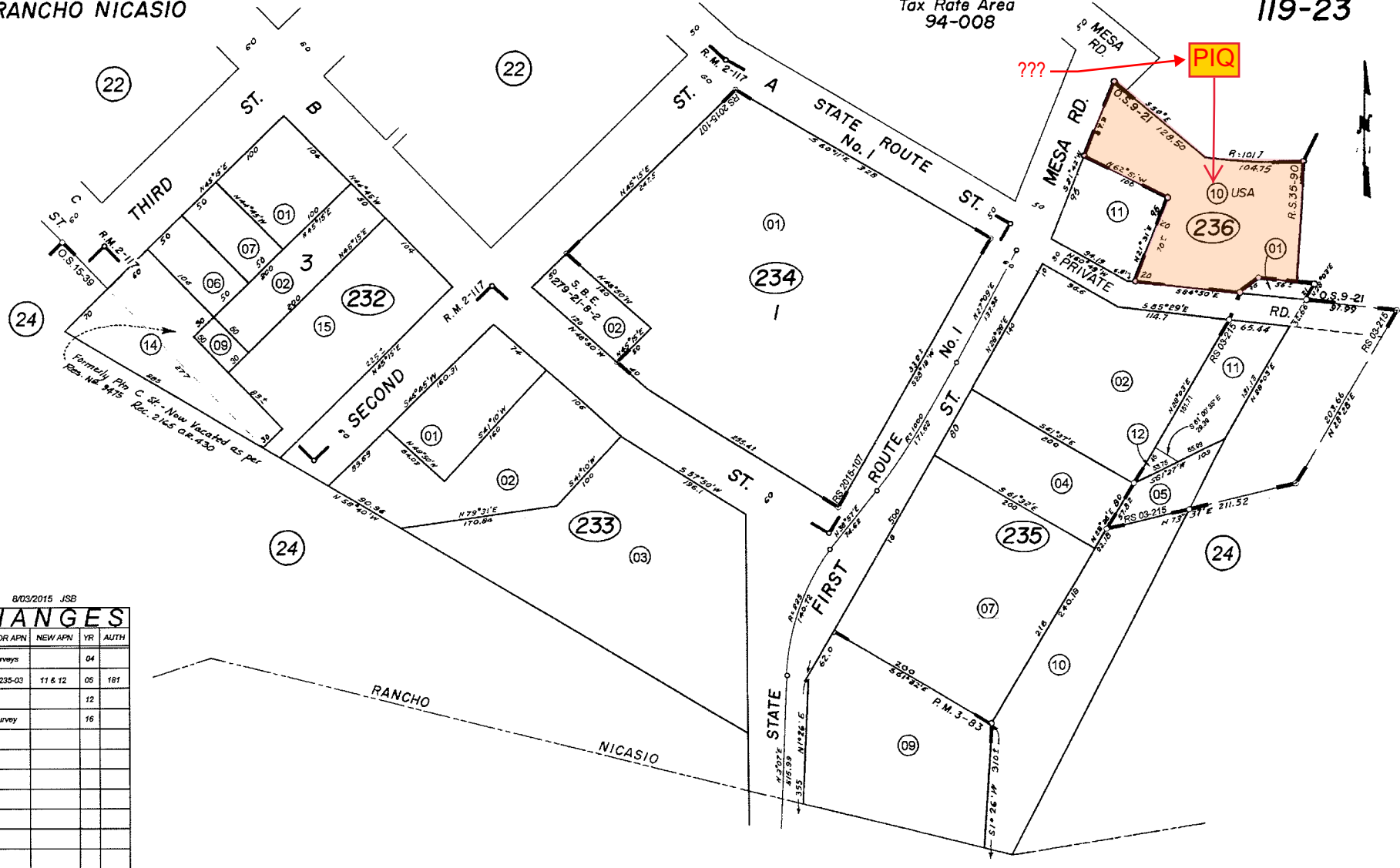
Address	Lot Number	Block Number	Lowest Lot Elevation*	Lowest Adjacent Grade To Structure	Base Flood Elevation	BFE Source
100 COMMODORE WEBSTER DRIVE			22		22	FIRM Panel 233, Map #06041C0233D

This certification is to be signed and sealed by a licensed land surveyor, registered professional engineer, or architect authorized by law to certify elevation information. All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Certifier's Name: MICHAEL HASTINGS	License No.: C-81176	Expiration Date: 09/30/2023
Company Name: SHERWOOD DESIGN ENGINEERS	Telephone No.: 415-672-5451	<div style="border: 2px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;">Seal (optional)</div>
Email: MHASTINGS@SHERWOODENGINEERS.COM	Fax No.	
Signature: 	Date: 02/14/2023	

* For requests involving a portion of property, include the lowest ground elevation within the metes and bounds description.
 Please note: If the Lowest Adjacent Grade to Structure is the only elevation provided, a determination will be issued for the structure only.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



8/03/2015 JSB

CHANGES				
BLK	PRIOR APN	NEW APN	YR	AUTH
235	Surveys		04	
235	119-235-03	11 & 12	06	181
			12	
234	Survey		16	

Survey

Map No. 1 Town of Point Reyes, R.M. Bk. 2 Pg. 117

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

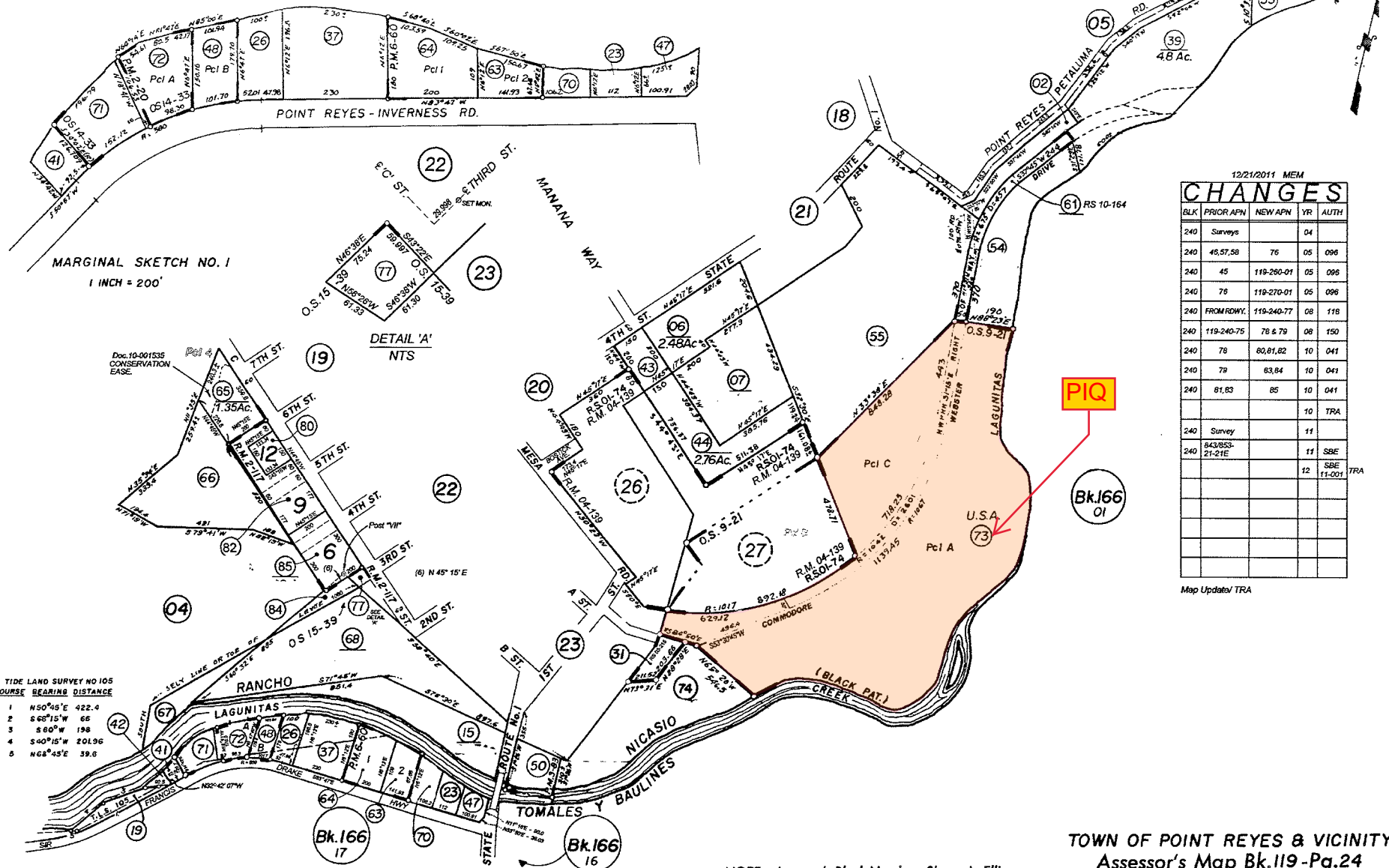
TOWN OF POINT REYES & VICINITY
Assessor's Map Bk. 119 -Pg. 23
County of Marin, Calif.

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

POR. RANCHO NICASIO, POR. RANCHO TOMALES Y BAULINES

Tax Rate Area
94-008 94-019 94-020
94-035

119-24



12/21/2011 MEM

CHANGES				
BLK	PRIOR APN	NEW APN	YR	AUTH
240	Surveys		04	
240	46,57,58	76	05	096
240	45	119-260-01	05	096
240	78	119-270-01	05	096
240	FROM RDWY.	119-240-77	08	118
240	119-240-75	78 & 79	08	150
240	78	80,81,82	10	041
240	79	83,84	10	041
240	81,83	85	10	041
			10	TRA
240	Survey		11	
240	843/853-21-21E		11	SBE
			12	SBE
				11-001 TRA

Map Update/ TRA

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

TOWN OF POINT REYES & VICINITY
Assessor's Map Bk.119 -Pg.24
County of Marin, Calif.

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Map No.1 Town of Point Reyes, R.M. Bk.2 Pg. 117

Pt. Reyes Station

SOURCES OF FUNDS - PERMANENT

	TOTAL INTEREST AMOUNT	INTEREST COST	OID INTEREST RATE	AMORT (Yr)	COMMENTS	
Conventional Perm Loan - A Tranche	10,489,000	6.380%		35.0	<i>Total Permanent Debt: 10,489,000</i> <i>Term - 18 (yrs.) Index - 10Y T - 3.480%</i>	
Seller Carryback Loan	0	3.150%	3.150%	55.0		<i>Spread - 225 bps</i>
Accrued Deferred Interest - Seller Carry	0					
County Loan	8,629,453	3.000%	1.788%	55.0	<i>Per Unit: 159,805</i>	
Accrued Deferred Interest - County Loan	234,359					
HTF PreDev	459,528	3.000%	1.788%	55.0	<i>Per Unit: 8,510</i>	
Accrued Deferred Interest - HTF PreDev	12,480					
Marin AHF	605,297	3.000%	1.788%	55.0	<i>Per Unit: 11,209</i>	
Accrued Deferred Interest - Marin AHF	16,439					
Marin Community Foundation	1,500,000	3.000%	1.788%	55.0	<i>Per Unit: 27,778</i>	
Accrued Deferred Interest - Marin Community Foundation	40,737					
Capital Contributions						
General Partner (Developer Fee)	0				<i>Total LP capital includes release of bond collateral funded during construction</i>	
GP Capital - Sponsor	100					<i>Synd Costs 170,000</i>
GP Capital -	0					<i>Net Equity for TCAC 20,740,021</i>
GP Capital -	0					
GP Capital -	0					
Limited Partners	20,910,021				<i>Fed LIHTC: \$0.88 State LIHTC: \$0.80</i>	
TOTAL SOURCES	42,897,414					
<i>Surplus/(Shortfall)</i>	<i>(0)</i>					

PERMANENT LOAN INTEREST RATE	TRANCHE A	TRANCHE B	INVESTOR EQUITY STACK	OTHER ASSUMPTIONS	
Base Rate	5.730%	5.730%	LIHTC Equity (Federal+State)	20,910,021	Current AFR: 3.15%
Cushion	0.650%	0.650%	Historic Tax Credit	0	AFR Month: Sep-22
MIP	0.000%	0.000%	Investment Tax Credit (Sol)	0	AFR Cushion: 0.00%
GNMA/Servicing	0.000%	0.000%	Subtotal LP Equity	20,910,021	Total U/W AFR: 3.15%
Issuer	0.000%	0.000%	CA Certificated Credit Sale	0	
Trustee	0.000%	0.000%	Total Investor Equity	20,910,021	
Rating	0.000%	0.000%			
Remarketing	0.000%	0.000%			
Rebate Analyst	0.000%	0.000%			
Total	6.380%	6.380%			

SOURCES OF FUNDS - CONSTRUCTION

	AMOUNT	INTEREST RATE	TERM (Mos.)	COMMENTS
Construction Loan	28,819,707	7.320%	18	
Seller Carryback Loan	0	3.150%	18	
Accrued Deferred Interest - Seller Carry	0			
County Loan	7,162,446	3.000%	18	
Accrued Deferred Interest - County Loan	234,359			
HTF PreDev	459,528	3.000%	18	
Accrued Deferred Interest - HTF PreDev	12,480			
Marin AHF	605,297	3.000%	18	
Accrued Deferred Interest - Marin AHF	16,439			
Marin Community Foundation	1,500,000	3.000%	18	
Accrued Deferred Interest - Marin Community Foundation	40,737			
Costs Deferred Until Conversion	1,955,319			<i>See page 2 - right column</i>
Capital Contributions				
GP Capital - Sponsor	100			
Limited Partners*	2,091,002			Total Equity During Const. 2,091,002 10.00%
TOTAL SOURCES	42,897,414			<i>Syndication Costs 170,000</i>
<i>Surplus/(Shortfall)</i>	<i>0</i>			<i>Net Equity for TCAC 1,921,002</i>
Sources Less Deferred To Conversion:	40,942,095			

CONSTRUCTION LOAN INTEREST RATE	CONSTRUCTION LOAN VALUATION	TAX-EXEMPT BOND DATA
Index Type: SORF	Restricted NOI 862,626	50% Test (see Page 7): N/A
Current Index: 4.32%	OAR 4.00%	Issuer Inducement: TBD
Spread: 1.75%	FMV per NOI 21,565,650	CDLAC Allocation: TBD
Base Interest Rate (not including cushion): 6.07%	Agg. Credit Value @ 0.8799 20,910,021	Percent of CDLAC Allocation: 0.00%
Cushion - Total 1.25%	Perm-Only Soft Debt 1,467,007	Const-only portion: 18,330,707
Interest Rate (All-in) 7.32%	Total Value 43,942,678	
	LTV: 90.00%	CDLAC Per-Unit Limit N/A
	Max. Const. Loan Amount 39,548,410	CDLAC 55% Limit N/A
	Commitment Amount TBD	50% Test Target 55.00%
		Target Limit N/A

Pt. Reyes Station

Uses of Funds											Version: Initial Feasibility			
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	TOTAL	Res Cost: Res Sq Foot: Per Unit	100.00% 100.00%	COST ALLOCATIONS Assuming 266 Election? No					LIHTC ELIGIBLE BASIS		OTHER BASIS & COST ALLOCATIONS					
				Total		Non-Residential		Non-Residential	Expensed	Amortized	Constr./ Rehab	Acquisition	Deferred to Completion or Perm Conv.	Land/Basis for 50% Test	Historic Rehab Tax Credit Basis	ITC Tax Credit Basis (Solar PV)
				Residential	Residential	Depreciable	Residential									
ACQUISITION COSTS																
Total Purchase Price - Real Estate:	0															
Title/Recording/Escrow - Acquisition	20,000	370	20,000	0	20,000	0	0			0	0	20,000				
Legal - Acquisition	20,000	370	20,000	0	20,000	0	0			0	0	20,000				
HARD COSTS																
Total Construction Contract: 26,151,451																
NEW CONSTRUCTION																
REHAB																
Hard Costs-Unit Construction	14,654,614	271,382	14,654,614	0	14,654,614	0	0	14,654,614			0	14,654,614	14,654,614			
Site Improvements/Landscape	7,000,000	129,630	7,000,000	0	7,000,000	0	0	7,000,000			0	7,000,000	7,000,000			
GC - General Conditions	1,796,369	33,266	1,796,369	0	1,796,369	0	0	1,796,369			0	1,796,369	1,796,369			
GC - Overhead & Profit	1,347,277	24,950	1,347,277	0	1,347,277	0	0	1,347,277			0	1,347,277	1,347,277			
GC - Insurance	332,777	6,163	332,777	0	332,777	0	0	332,777			0	332,777	332,777			
GC - Bond Premium	220,414	4,082	220,414	0	220,414	0	0	220,414			0	220,414	220,414			
Construction - Other - PhotoVolaic System	800,000	14,815	800,000	0	800,000	0	0	800,000			0	800,000	800,000	800,000		
Contingency - Owner's Construction	3,368,192	62,374	3,368,192	0	3,368,192	0	0	3,368,192			0	3,368,192	3,368,192			
SOFT COSTS																
Architecture - Design	1,936,710	35,865	1,936,710	0	1,936,710	0	0	1,936,710			0	1,936,710	1,936,710	59,246		
Architecture - Supervision	50,000	926	50,000	0	50,000	0	0	50,000			0	50,000	50,000	1,530		
Design/Engineering - MEP	1,162,026	21,519	1,162,026	0	1,162,026	0	0	1,162,026			0	1,162,026	1,162,026	35,548		
Design/Engineering - Waterproofing	50,000	926	50,000	0	50,000	0	0	50,000			0	50,000	50,000			
Design/Engineering - SPECIFY	35,000	648	35,000	0	35,000	0	0	35,000			0	35,000	35,000			
Environmental Consulting	25,000	463	25,000	0	25,000	0	0	25,000			0	25,000	25,000			
Owner's Rep / Construction Supervision	90,000	1,667	90,000	0	90,000	0	0	90,000			0	90,000	90,000	2,753		
Local Development Impact Fees	2,550,000	47,222	2,550,000	0	2,550,000	0	0	2,550,000			0	2,550,000	2,550,000			
Local Permits/Fees	773,638	14,327	773,638	0	773,638	0	0	773,638			0	773,638	773,638			
Insurance During Const	60,000	1,111	60,000	0	60,000	0	0	60,000			0	60,000	60,000	1,835		
Appraisal	7,500	139	7,500	0	7,500	0	0	7,500			0	7,500	7,500			
Market/Rent Comp Study	7,500	139	7,500	0	7,500	0	7,500	7,500			0	0	0			
Soft Cost Contingency	707,927	13,110	707,927	0	707,927	0	0	707,927			0	707,927	707,927			
Construction Loan Interest	2,215,083	41,020	2,215,083	0	1,160,281	0	1,054,801	1,160,281		1,054,801	0	1,160,281	1,160,281	31,444		
Accrued Interest - County Loan	234,359	4,340	234,359	0	155,541	0	78,819	155,541		78,819	0	155,541	155,541			
Accrued Interest - HTF PreDev	12,480	231	12,480	0	8,283	0	4,197	8,283		4,197	0	8,283	8,283			
Accrued Interest - Marin AHF	16,439	304	16,439	0	10,910	0	5,529	10,910		5,529	0	10,910	10,910			
Accrued Interest - Marin Community Founc	40,737	754	40,737	0	27,037	0	13,700	27,037		13,700	0	27,037	27,037			
Title/Recording/Escrow - Construction	20,000	370	20,000	0	20,000	0	0	20,000			0	20,000	20,000			
Title/Recording/Escrow - Permanent	15,000	278	15,000	0	15,000	0	0	15,000			0	15,000	15,000			
Legal (Owner): Construction Closing	35,000	648	35,000	0	35,000	0	0	35,000			0	35,000	35,000			
Permanent Closing	16,900	313	16,900	0	16,900	0	0	16,900			0	16,900	16,900			
Organization of Ptnshp	5,000	93	5,000	0	5,000	0	0	5,000			0	5,000	5,000			
Syndication - GP	45,000	833	45,000	0	45,000	0	0	45,000			0	45,000	45,000			
Syndication Consulting	90,000	1,667	90,000	0	90,000	0	0	90,000			5,000	90,000	90,000			
Audit/Cost Certification	30,000	556	30,000	0	30,000	0	30,000	30,000			0	30,000	30,000			
TCAC Application/Res/Monitoring Fee	119,195	2,207	119,195	0	119,195	0	0	119,195			22,140	119,195	119,195			
Marketing	15,000	278	15,000	0	15,000	0	15,000	15,000			0	15,000	15,000			
Furnishings Not in Contract	60,000	1,111	60,000	0	60,000	0	0	60,000			0	60,000	60,000			
Capitalized Replacement Reserve	51,000	944	51,000	0	51,000	0	0	51,000			51,000	51,000	51,000			
Capitalized Operating Reserve (3 mos.)	337,179	6,244	337,179	0	337,179	0	0	337,179			337,179	337,179	337,179			
Developer Fee	2,200,000	40,741	2,200,000	0	2,200,000	0	0	2,200,000		0	1,540,000	2,200,000	2,200,000	19,853		
FINANCING FEES																
Construction Lender Origination Fee	144,099	2,668	144,099	0	75,480	0	68,618	75,480			0	75,480	75,480			
Construction Lender Expenses	45,000	833	45,000	0	23,571	0	21,429	23,571			0	23,571	23,571			
Construction Lender Counsel	85,000	1,574	85,000	0	44,524	0	40,476	44,524			0	44,524	44,524			
Permanent Lender Expenses	25,000	463	25,000	0	25,000	0	0	25,000			0	25,000	25,000			
Permanent Lender Counsel	25,000	463	25,000	0	25,000	0	0	25,000			0	25,000	25,000			
Subtotal - Financing/Costs of Issuance	324,099	6,002	324,099	0	0	143,575	0	180,523	143,575	0	0	143,575	143,575	0		
TOTAL DEVELOPMENT COSTS	42,897,414	794,397	42,897,414	0	563,179	40,788,071	0	1,202,046	344,118	40,788,071	0	1,955,319	40,828,071	40,728,071	952,209	
TDC Per Unit	794,397		100.00%													
TDC Net of accrued interest:	42,593,399															
TDC TCAC	42,727,414		42,727,414													

Pt. Reyes Station

Base Year Income & Expense

Version: Initial Feasibility

INCOME		
Scheduled Gross Income - Residential		1,277,340
Total Gross Subsidy Income - Section 8		256,608
Misc. Income		4,212
Vacancy Loss - Residential	5.0%	(64,078)
Vacancy Loss - Section 8	5.0%	(12,830)
EFFECTIVE GROSS INCOME		1,461,252
EXPENSES - RESIDENTIAL		
Administrative		
Advertising	1,800	
Legal	4,500	
Accounting/Audit	19,314	
Security	4,500	
Other: Misc. Admin	<u>24,813</u>	
Total Administrative		54,927
Management Fee		
		37,944
Utilities		
Gas	0	
Electricity	6,398	
Water/Sewer	139,635	
Resident Utility Reimbursement	<u>0</u>	
Total Utilities		146,033
Payroll/Payroll Taxes		
On-Site Manager/Office Admin	62,970	
Maintenance Payroll	50,958	
Manager Unit Expense/(Credit)	0	
Payroll Taxes/Benefits	<u>49,072</u>	
Total Payroll/Payroll Taxes		163,000
Insurance		
		15,538
Maintenance		
Painting	3,780	
Repairs	17,930	
Trash Removal	23,460	
Exterminating	3,500	
Grounds	22,600	
Elevator	0	
Fire Protection	<u>0</u>	
Total Maintenance		71,270
Other		
Special Assessments	0	
Misc. Tax/License	1,300	
SPONSOR OPEX INFLATOR TO COMPLETION	<u>0</u>	
Total Other		1,300
Resident Services		
Tenant Services	75,000	
Tenant Activities	0	
	<u>0</u>	
Total Resident Services		75,000
Replacement Reserve		
		21,600
Real Estate Taxes		
		12,014
TOTAL EXPENSES - RESIDENTIAL		598,626
Per Unit Per Annum (incl. Reserves)	11,086	
Per Unit Per Annum (w/o taxes/res/svc)	9,074	
TCAC Minimum (w/o taxes/res/svc)	4,800	
TOTAL EXPENSES - COMMERCIAL		0
NET AVAILABLE INCOME		
		862,626
Less: Mandatory Annual HCD Payment (Grossed Up for DSCR Factor)	1.15	0
Less: Ground Lease - Minimum Payment		0
Less: Local Compliance Fee		0
Less: Operating Reserve Deposit		0
ADJUSTED NET AVAILABLE INCOME: TOTAL		862,626
ADJUSTED NET AVAILABLE INCOME: NET OF OP SUBSIDY		618,848
Debt Service Coverage Ratio		1.15
AVAILABLE FOR DEBT SERVICE (NET OF OP SUBSIDY)		538,129
AVAILABLE FOR DEBT SERVICE (OP SUBSIDY OVERHANG)		211,981
NET AVAILABLE INCOME AFTER SENIOR DEBT SERVICE		112,516

Pt. Reyes Station

15-Year Cash Flow

Version: Initial Feasibility

Assumptions					
Rent Increase: Residential Tenant Rent:	2.00%	Rent Increase - Section 8	2.00%	Perm Loan - % Debt Svc Yr -1	0.0%
Rent Increase: Commercial Rents	2.00%	Rent Increase - NA	2.00%	Perm Loan - % Debt Svc Yr 0	0.0%
Expenses Increase:	3.00%	Rent Increase - Test C	2.00%	Perm Loan - % Debt Svc Yr 1	58.3%
Reserve Increase:	0.00%	Rent Increase - Test D	2.00%	Perm Loan - % Debt Svc Yr 2	100.0%
				Perm Loan - % Debt Svc Yr 3	100.0%

Credit Period Year:		(1)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
GROSS POTENTIAL INCOME - RESIDENTIAL		0	49,280	1,207,308	1,303,892	1,329,970	1,356,569	1,383,701	1,411,375	1,439,602	1,468,394	1,497,762	1,527,717	1,558,272	1,589,437	1,621,226	1,653,650	1,686,723	1,720,458	1,754,867
Incremental Income: Section 8		0	9,900	242,539	261,942	267,181	272,525	277,975	283,535	289,205	294,989	300,889	306,907	313,045	319,306	325,692	332,206	338,850	345,627	352,540
Misc. Income		0	163	3,981	4,300	4,386	4,473	4,563	4,654	4,747	4,842	4,939	5,038	5,138	5,241	5,346	5,453	5,562	5,673	5,787
Vacancy Loss - Residential	5.0%	0	(2,472)	(60,564)	(65,410)	(66,718)	(68,052)	(69,413)	(70,801)	(72,217)	(73,662)	(75,135)	(76,638)	(78,171)	(79,734)	(81,329)	(82,955)	(84,614)	(86,307)	(88,033)
Vacancy Loss - Section 8	5.0%	0	(495)	(12,127)	(13,097)	(13,359)	(13,626)	(13,899)	(14,177)	(14,460)	(14,749)	(15,044)	(15,345)	(15,652)	(15,965)	(16,285)	(16,610)	(16,943)	(17,281)	(17,627)
GROSS EFFECTIVE INCOME		0	56,375	1,381,136	1,491,627	1,521,460	1,551,889	1,582,927	1,614,585	1,646,877	1,679,814	1,713,411	1,747,679	1,782,632	1,818,285	1,854,651	1,891,744	1,929,579	1,968,170	2,007,534
Operating Expenses w/ Standard Inflator	3.0%	0	18,905	463,325	505,297	520,455	536,069	552,151	568,716	585,777	603,350	621,451	640,095	659,297	679,076	699,449	720,432	742,045	764,306	787,236
Operating Expenses w/ Alternate Inflators:																				
Tenant Services	2.0%	0	2,894	70,888	76,559	78,090	79,652	81,245	82,870	84,527	86,218	87,942	89,701	91,495	93,325	95,192	97,095	99,037	101,018	103,038
Real Estate Taxes	2.0%	0	464	11,355	12,264	12,509	12,759	13,014	13,275	13,540	13,811	14,087	14,369	14,656	14,949	15,248	15,553	15,864	16,182	16,505
TOTAL EXPENSES		0	22,262	545,568	594,119	611,055	628,480	646,411	664,860	683,845	703,379	723,480	744,165	765,449	787,351	809,888	833,081	856,947	881,506	906,779
Total Expenses - Residential	3.0%	0	22,262	545,568	594,119	611,055	628,480	646,411	664,860	683,845	703,379	723,480	744,165	765,449	787,351	809,888	833,081	856,947	881,506	906,779
NET OPERATING INCOME		0	34,114	835,568	897,508	910,405	923,409	936,516	949,725	963,032	976,435	989,930	1,003,514	1,017,184	1,030,934	1,044,762	1,058,663	1,072,632	1,086,664	1,100,754
REPLACEMENT RESERVE	21,600	0	833	20,400	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600
Mandatory Annual HCD Payment	0.42%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ground Lease - Minimum Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Compliance Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET REMAINING INCOME		0	33,280	815,168	875,908	888,805	901,809	914,916	928,125	941,432	954,835	968,330	981,914	995,584	1,009,334	1,023,162	1,037,063	1,051,032	1,065,064	1,079,154
PERM LOAN - TRANCHE A																				
Principal Balance (Ending)	10,489,000	0	0	10,448,013	10,362,021	10,270,379	10,172,717	10,068,638	9,957,721	9,839,518	9,713,548	9,579,302	9,436,237	9,283,772	9,121,290	8,948,134	8,763,601	8,566,944	8,357,368	8,134,022
Series A Bond P&I	750,090	0	0	375,045	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090
Interest Payment	0	0	0	334,058	664,098	658,448	652,427	646,011	639,173	631,886	624,120	615,844	607,024	597,625	587,608	576,933	565,557	553,433	540,513	526,744
Principal Payment	0	0	0	40,987	85,992	91,642	97,662	104,079	110,917	118,204	125,970	134,246	143,066	152,465	162,482	173,157	184,533	196,656	209,577	223,346
TOTAL SERIES A DEBT SERVICE		0	0	375,045	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090	750,090
NET CASH FLOW		0	33,280	440,123	125,818	138,715	151,719	164,826	178,035	191,343	204,745	218,241	231,825	245,494	259,245	273,073	286,973	300,942	314,975	329,065
CASH FLOW (RESERVED)/RELEASED FOR CONVERSION		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Remaining Net Cash Flow		0	33,280	440,123	125,818	138,715	151,719	164,826	178,035	191,343	204,745	218,241	231,825	245,494	259,245	273,073	286,973	300,942	314,975	329,065
Debt Service Coverage Ratio (All Debt)	N/A	N/A	1.15	1.17	1.18	1.20	1.22	1.24	1.26	1.27	1.29	1.31	1.33	1.35	1.36	1.38	1.40	1.42	1.44	
Debt Service Coverage Ratio (Excluding Subordinate Debt)	N/A	N/A	1.15	1.17	1.18	1.20	1.22	1.24	1.26	1.27	1.29	1.31	1.33	1.35	1.36	1.38	1.40	1.42	1.44	
Expense Coverage Ratio (No Debt)	N/A	2.53	2.53	2.51	2.49	2.47	2.45	2.43	2.41	2.39	2.37	2.35	2.33	2.31	2.29	2.27	2.25	2.23	2.21	
TCAC NET CASH FLOW TESTS:																				
Percent Gross Revenue	N/A	56.08%	7.32%	8.01%	8.66%	9.29%	9.89%	10.48%	11.04%	11.58%	12.10%	12.60%	13.08%	13.54%	13.99%	14.41%	14.82%			
25% Debt Service Test	N/A	N/A	15.00%	16.77%	18.49%	20.23%	21.97%	23.74%	25.51%	27.30%	29.10%	30.91%	32.73%	34.56%	36.41%	38.26%	40.12%			
Alternative:																				
Year 15 Test - Greater of: (a) 2% Gross Income OR (b) lesser of \$25,000 or \$500/unit																				40,623

Pt. Reyes Station

15-Year Cash Flow

Version: Initial Feasibility

Assumptions

Rent Increase: Residential Tenant Rent:	2.00%	Rent Increase - Section 8	2.00%	Perm Loan - % Debt Svc Yr -1	0.0%
Rent Increase: Commercial Rents	2.00%	Rent Increase - NA	2.00%	Perm Loan - % Debt Svc Yr 0	0.0%
Expenses Increase:	3.00%	Rent Increase - Test C	2.00%	Perm Loan - % Debt Svc Yr 1	58.3%
Reserve Increase:	0.00%	Rent Increase - Test D	2.00%	Perm Loan - % Debt Svc Yr 2	100.0%
				Perm Loan - % Debt Svc Yr 3	100.0%

Credit Period Year:	(1)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041

DISTRIBUTION OF CASH FLOW

Operating Reserve (% of op expenses)	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LP Asset Mgt. Fee	Annual Amt: 7,500 Inflator: 3.00%	0	0	4,375	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	12,035
Priority Def. Developer Fee	Annual Amt: 0 Interest Rate: 0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GP Partnership Mgmt Fee	Annual Amt: 25,000 Inflator: 3.00%	0	2,083	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815	38,949	40,118	41,321
Residual Receipts Loans	Total % 50.00%																			
Seller Carryback Loan	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sponsor 50% Test Loan	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County Loan	77.09%	0	0	158,030	35,295	39,870	44,474	49,106	53,765	58,448	63,155	67,884	72,633	77,400	82,183	86,981	91,791	96,610	101,437	106,269
HTF PreDev	4.11%	0	0	8,415	1,880	2,123	2,368	2,615	2,863	3,112	3,363	3,615	3,868	4,122	4,376	4,632	4,888	5,145	5,402	5,659
Marin AHF	5.41%	0	0	11,085	2,476	2,797	3,120	3,444	3,771	4,100	4,430	4,762	5,095	5,429	5,765	6,101	6,438	6,777	7,115	7,454
Marin Community Foundation	13.40%	0	0	27,469	6,135	6,930	7,731	8,536	9,346	10,160	10,978	11,800	12,625	13,454	14,285	15,119	15,955	16,793	17,632	18,472
Soft Loan 5	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Soft Loan 6	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Partner	90.00%	0	28,077	184,499	41,207	46,548	51,924	57,331	62,770	68,238	73,733	79,254	84,798	90,364	95,949	101,550	107,165	112,792	118,427	124,069
Limited Partner	10.00%	0	3,120	20,500	4,579	5,172	5,769	6,370	6,974	7,582	8,193	8,806	9,422	10,040	10,661	11,283	11,907	12,532	13,159	13,785

**FIRST AMENDMENT TO
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(FORMER COAST GUARD SITE)**

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this “**Amendment**”), dated as of August 23, 2022 is by and between the COUNTY OF MARIN, a political subdivision of the State of California (the “**County**”) and Community Land Trust Association of West Marin and Eden Housing (collectively, the “**Developer**”).

RECITALS:

This Amendment is entered into upon the basis of, and with reference to the following facts, understandings, and intentions of the parties:

A. The County and Developer entered into an Exclusive Negotiating Rights Agreement dated as of March 2, 2021 (the “**Original ENA**”), as extended by that certain Exclusive Negotiating Rights Agreement Extension Letter dated as of March 1, 2022, pursuant to which the County agreed to enter into exclusive negotiations with Developer for the lease or sale, construction, and operation of the Proposed Project at the Site (as such terms are defined in the Original ENA).

B. Developer has requested additional time for certain milestones in the Original ENA.

C. The County will not approve the DDA or take any other discretionary actions that will have the effect of committing the County to the development of the Proposed Project until the appropriate environmental review document for the Proposed Project is certified in accordance with CEQA.

D. The County and Developer desire to amend the Original ENA to extend the timing for certain milestones and revise the Negotiating Period in recognition of the current schedule for completion of the environmental analysis, all upon the terms and conditions set forth in this Amendment.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions; Recitals; Effective Date.

1.1 Definitions; Recitals. The Recitals are hereby incorporated by this reference. Unless otherwise defined herein, all capitalized words and terms used in this Amendment shall have the meanings given to them in the Original ENA. The Original ENA, as amended by this Amendment, is hereinafter referred to as the “**ENA.**”

1.2 Effective Date. Unless otherwise specifically provided herein, this Amendment shall be effective on the date on which the last person signing this Amendment shall have signed this Amendment (the “**Amendment Effective Date**”).

2. Negotiating Period. The first sentence of Section 1.2 of the Original ENA is hereby amended to read as follows:

“The negotiating period (the “**Negotiating Period**”) under this Agreement shall commence on the Effective Date and shall expire at 5:00 p.m. (Pacific Time) on the date that is the latter of (i) ninety (90) days after the date the appropriate environmental review document for the Proposed Project is certified in accordance with CEQA, or (ii) two (2) years after the Amendment Effective Date, subject to extension as provided below.”

3. Wastewater System. The date “January 15, 2022” in the first sentence Section 2.2(b) is hereby deleted and replaced with the date “September 1, 2022.”

4. Scope of Proposed Project and Site Plan. The date “January 15, 2022” in the second sentence of Section 2.4 is hereby deleted and replaced with the date “September 1, 2022.”

5. Planning Approvals. The second sentence of Section 2.5 is hereby amended to read as follows:

“By September 1, 2022, the Developer shall submit a formal Planning Application for the Proposed Project to the County.”

6. Method of Conveyance. The date “November 1, 2021” in the first sentence of Section 2.6 is hereby deleted and replaced with the date “December 15, 2022.”

7. Miscellaneous.

7.1 Ratification. Except as modified by this Amendment, all of the terms, conditions and provisions of the Original ENA shall remain in full force and effect. To the extent the terms of the Original ENA and this Amendment are inconsistent, the terms of this Amendment shall control.

7.2 Entire Agreement. This Amendment contains the entire agreement of the County and Developer with respect to the subject matter hereof. It is understood that there are no oral agreements between the County and Developer affecting the Original ENA as hereby

amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between the County and Developer and their respective agents with respect to the subject matter hereof.

7.3 Attorneys' Fees. In the event that any action is instituted to enforce or interpret any terms of this Amendment or because of the breach of any covenant herein contained, the Parties shall bear their own attorneys' fees and costs.

7.4 California Law. This Amendment shall be governed and construed in accordance with the laws of the State of California.

7.5 Entire Agreement; Conflict. This Amendment contains all of the representations and the entire agreement between the parties with respect to the subject matter of this Amendment.

7.6 Amendments. No amendment to this Amendment will be valid unless it is in writing and signed by all of the parties.

7.7 Severability. Except as otherwise specifically provided in this Amendment, a judgment or court order invalidating any provision of this Amendment, or its application to any person, will not affect any other provision of this Amendment or its application to any other person or circumstance, and the remaining portions of this Amendment will continue in full force and effect, unless enforcement of this Amendment as invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purposes of this Amendment.

7.8 No Party Drafter; Captions. The provisions of this Amendment will be construed as a whole according to their common meaning and not strictly for or against any party in order to achieve the objectives and purposes of the parties. Any caption preceding the text of any section, paragraph or subsection is included only for convenience of reference and will be disregarded in the construction and interpretation of this Amendment.

7.9 Interpretation. Whenever required by the context, the singular shall include the plural and vice versa, the masculine gender shall include the feminine or neuter genders, and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of "waive" applies to "waiver," "waived," "waiving"). In this Amendment, the terms "include," "included" and "including" will be deemed to be followed by the words "without limitation" or "but not limited to."

7.10 Authority. Each of the undersigned represent and warrant that each is duly authorized to execute this Amendment.

7.11 Time is of the Essence. Time is of the essence in this Amendment and every provision contained herein.

7.12 Counterparts. 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 Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first hereinabove set forth.

DEVELOPER:

COUNTY:

**COMMUNITY LAND TRUST
ASSOCIATION OF WEST MARIN**

COUNTY OF MARIN

By: _____
Name: _____
Title: _____

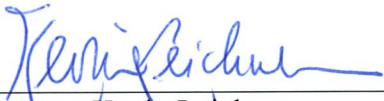
By: _____
Name: _____
Title: _____

Date: _____

Date: _____

EDEN HOUSING, INC.

APPROVED AS TO FORM:

By: 
Name: Kevin Lechner
Title: Vice President of Development,
Housing Finance & Acquisitions
Date: August 25, 2022

By: _____
Name: _____
County Counsel

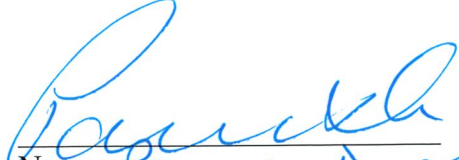
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first hereinabove set forth.

DEVELOPER:

COUNTY:

**COMMUNITY LAND TRUST
ASSOCIATION OF WEST MARIN**

COUNTY OF MARIN

By: 
Name: Pamela Don
Title: Executive Director
Date: 8/25/2022

By: _____
Name: _____
Title: _____
Date: _____

EDEN HOUSING, INC.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
County Counsel

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first hereinabove set forth.

DEVELOPER:

COUNTY:

**COMMUNITY LAND TRUST
ASSOCIATION OF WEST MARIN**

COUNTY OF MARIN

By: _____
Name: _____
Title: _____

By: 
Name: KATIE RICE
Title: President, Board of Supervisors


Date: _____

Date: 8/23/22

EDEN HOUSING, INC.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: 
Name: Tarisha Bal
County Counsel

Date: _____

INCUMBENCY CERTIFICATE
Eden Housing, Inc.

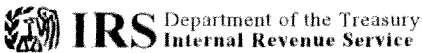
The persons named below are the members of the Board of Directors of the corporation named above and/or are the Officers duly elected or appointed to the offices set forth opposite their names.

NAME	OFFICE	CURRENT TWO-YEAR TERM (OFFICERS) CURRENT TERM (DIRECTORS)
Jim Kennedy	Chair Director	January 2022- January 2024* January 2021 - January 2025*
Rudy Johnson	Vice Chair Director	January 2022 - January 2024* January 2022 - January 2026*
Amy Neches	Treasurer Director	January 2022 – January 2024* January 2020 – January 2024*
Cheryl O’Connor	Secretary Director	January 2022 – January 2024* January 2023 – January 2026
Calvin Whitaker	Assistant Secretary Director	January 2023 – January 2024 January 2020 - January 2024*
Annette Billingsley	Director	January 2020 - January 2024*
Nicholas Randall	Director	January 2020 – January 2024 *
John Gaffney	Director	January 2020 - January 2024*
Doug Kuerschner	Director	January 2022 - January 2024*
Grace Li	Director	January 2023 - January 2026
Joe Postigo	Director	January 2022 - January 2024*
Sean Callum	Director	January 2023 – January 2026
Sheila Burks	Director	January 2020 – January 2024*
Candice Gonzalez	Director	January 2022 – January 2026*
David Garcia	Director	January 2022 – January 2026*
Ali Solis	Director	January 2023 – January 2026
Kara Douglas	Director	January 2023– January 2026

Linda Mandolini, President (non-voting), serves at the will of the Board and is authorized to sign on behalf of the Corporation.

*The bylaws were amended in 2022 to include a new term limit structure, shifting from three 4-year terms to four 3-year terms for directors, and one 3-year term for officers. Director terms marked with an asterisk were legacy terms from the prior structure and will be transitioned to the new structure upon current term expiration.

As of January 27, 2023



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
23-1716750 000000 00 000
00018272
BODC: TE

EDEN HOUSING INC
22645 GRAND ST
HAYWARD CA 94541-5031



017492

Employer Identification Number: 23-1716750
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 1986, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
94-2946400 000000 00 000
00018275
BODC: TE

EDEN HOUSING MANAGEMENT INC
22645 GRAND ST
HAYWARD CA 94541-5031



017491

Employer Identification Number: 94-2946400
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in November 1986, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
May 14, 2009 LTR 4168C E0
94-3315887 000000 00 000
00018276
BODC: TE

EDEN HOUSING RESIDENT SERVICES INC
% LORI GANZ
22645 GRAND ST
HAYWARD CA 94541-5031



017490

Employer Identification Number: 94-3315887
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 05, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in March 2000, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

MEMORANDUM OF UNDERSTANDING
West Marin Coast Guard Housing Site Acquisition Rehab
Point Reyes Station, CA



This Memorandum of Understanding (“MOU”) is entered into as of April 16, 2019, by and between Community Land Trust of West Marin, a California nonprofit public benefit corporation, (“CLAM”), and Eden Housing, Inc., a California nonprofit public benefit corporation (“Eden”). CLAM and Eden may be referred from time to time below as “Party” or “Parties.”

- A. CLAM has significant experience in the West Marin community developing and managing affordable rental and ownership housing. As a Community Land Trust, CLAM hold homes in trust for the community in order to ensure that housing will be permanently affordable. CLAM desires to develop permanently affordable homes in an environmentally responsible way in the communities surrounding Tomales Bay.
- B. Eden has substantial experience in developing and managing low-income rental housing and in providing supportive services for the residents of its housing developments. Eden desires to develop low-income rental housing units in Point Reyes Station and to provide property management services to the new community.
- C. CLAM and Eden understand the County of Marin is engaged in negotiations with the U.S. Coast Guard for acquisition of the land (“Land”) and existing improvements located at 101 Commodore Webster Drive, Point Reyes Station, California, commonly known as the Coast Guard Housing Site at Point Reyes Station and made up of all or portions of APNs 119 240 73 and 119 236 10 (“Property”). The Property is in the process of being decommissioned by the Federal Government and once conveyed to the County, CLAM and Eden are informed that the County intends to issue a Request for Proposals (“RFP”) to select a developer to renovate certain existing improvements on the Property for affordable housing and related uses at the Property.
- D. CLAM and Eden desire to partner together to respond to the anticipated RFP. If selected as the winning development team by the County, CLAM and Eden wish to collaborate on the predevelopment, planning, financing, construction and ultimate ownership of the Project.
- E. CLAM and Eden will form a limited partnership (the “Partnership”) to develop, own, and operate the Project. The Parties anticipate that a tax credit investor will be admitted to the Partnership as a limited partner as part of the financing of the Project. In the event that CLAM brings majority project financing to the Project in a private-financing scenario that does not include a tax credit investor, CLAM and Eden may re-evaluate the proposed business terms of this MOU.
- F. Although the requirements and constraints on re-use of the Property that may be contained in the RFP are not yet known, CLAM and Eden wish to begin collaborating on a vision for potential uses of the Property (“Site Plan”). The “Site Plan” refers to the total redevelopment contemplated on the Land, regardless of owner entity or funding.
- G. The “Project” consists of the portions of the Property shown on the Site Plan that are eligible for Low Income Housing Tax Credit financing and which would be developed by the Partnership.

- H. CLAM and Eden envision that certain portions of the Property may be used for development activities that will not be included in the Project and/or owned by the Partnership because those assets are not eligible or desirable to include in the tax credit basis. These items include both the “Homeownership Housing” and certain potential “Community Assets”. CLAM will have primary responsibility for the Homeownership Housing and Community Assets.
- I. CLAM and Eden wish to enter into this MOU to memorialize the responsibilities, rights and obligations that each party will undertake and assume in connection with the initial proposal of a Site Plan to the County in response to the RFP, and the ultimate financing, development and operation of the Project if CLAM and Eden are selected as the winning development team by the County. The Parties acknowledge the importance of working collaboratively and keeping the other party informed of all aspects of the Project and Site Plan as each party invests time and other resources in the development, particularly the predevelopment stage, of the Project.
1. **LAND OWNERSHIP:** CLAM is to take title to the Property and retain ownership of the underlying Land if allowed by County. In the event the Land is subdivided in order to allow tax credit financing of the Project, Parties to utilize a long-term ground lease of not less than 75 years, subject to lender requirements, for the parcel containing the Project with a nominal annual lease payment. At ground lease maturity, the Parties may renew the lease or establish an agreement consistent with regulatory documents at that time.
2. **PROJECT AND PROGRAM DEFINITION:**
- a. **Conformance with RFP:** The Parties recognize that the RFP may have certain requirements and constraints that would make all or portions of the Site Plan not possible. Should this occur, both Parties will work in good faith to determine a new or revised Site Plan for the response to the RFP and will amend this MOU as necessary.
- b. **Site Plan:** Eden and CLAM will endeavor to get the following shared vision or Site Plan for the development approved by all relevant permitting and regulatory agencies, but recognize that the scope of the development may need to change to adjust to the requirements and constraints of the RFP, zoning, environmental or other constraints. The shared overall vision of the Property includes the following key components which are discussed in more detail in following sections:
- Rental housing and related playground and community rooms;
 - Office space for CLAM;
 - Homeownership Housing;
 - Community Assets;
 - All necessary circulation, infrastructure including sanitary septic system, easements and open space.
- c. **Rental Housing or Project:** The Project is envisioned, to the extent consistent with the RFP, to be approximately 46 units with adaptive re-use of 30 to 36 existing townhomes to be targeted to families, and 10 to 20 units in the existing dormitory building or other existing structure for small households. The final Project will be subject to applicable government requirements and review, including without limitation CEQA review, and approvals and may change accordingly. The Project may also include the adaptive re-use of existing facilities and structures for related amenities

such as playgrounds, a community room, and sports courts that are funded by the Project for the sole and exclusive use of Project residents.

- i. **Ownership:** CLAM and Eden will form the Partnership to develop, own, and operate the Project. CLAM and Eden will identify a tax credit investor to be admitted to the Partnership to provide equity financing. Eden will be the “Managing General Partner”, CLAM will be a co-general or administrative general partner, and [] will be the initial limited partner. When the agreement of the Partnership is amended and restated to admit the tax credit investor, the tax credit investor (TBD) will replace the initial limited partner as the sole limited partner (the “Limited Partner”). Ownership percentages will then be as follows:
 1. Limited Partner: 99.90%
 2. Eden: 0.051%
 3. CLAM: 0.049%
 - ii. **Management:** Eden Housing Management Inc, to provide property management and asset management services so long as Eden or an affiliate is the Managing General Partner.
 - iii. **Fees:**
 1. *Developer Fee* – 50% to Eden / 50% to CLAM. Both up-front amounts and on-going deferred fees.
 2. *Property Management Fees* – 100% to Eden Housing Management Inc.
 3. *Asset Management Fee* – 100% to Eden Housing.
 4. *Resident Services Fee* – Budget to be determined; Majority of fee to CLAM for services provided.
 5. *All other cash flow* – 50% to Eden / 50% to CLAM (subject to the waterfall in the amended and restated Partnership Agreement with the Limited Partner).
 - iv. **Right of First Refusal (ROFR):** Negotiate with chosen Limited Partner to include the following ROFR schedule:
 1. *First ROFR:* To CLAM alone.
 2. *Second ROFR:* To Eden alone.
 - v. **Other:**
 1. Eden and CLAM desire that the Project remain an affordable rental housing project in perpetuity, but acknowledge that recorded restrictions will be limited to 55 years from occupancy for tax credit purposes and may be subordinated to the Project’s senior construction and permanent lenders.
- d. **Office Space:** Office space is envisioned to be included as part of the Project, built to a finished standard typical of professional offices in Marin, with a small kitchen, private and communal office spaces and private meeting rooms, as follows:
- i. “CLAM Office Space” will be approximately 2100 square feet, and will be leased to CLAM for a nominal annual fee with CLAM covering its share of operating and maintenance costs.

- ii. The “Property Management Office Space” will be approximately 300 square feet and integrated with CLAM’s Office Space, but will also allow for secure and separate spaces/storage as necessary to conduct property operations business
- e. **Homeownership Housing:** To the extent feasible, the Site Plan will include opportunities for “Homeownership Housing”. Eden will work with CLAM on entitlements to create homeownership units. CLAM will be responsible for the financing, construction and marketing of these homes. Any associated development fees or profits associated with these units would be 100% allocated to CLAM.
- f. **Community Assets:** Eden and CLAM to work together with the architect and wider community on potential “Community Assets”. These Community Assets may include but are not limited to the following: a commercial kitchen, food production incubator space; tennis and basketball courts; or a swimming pool. Inclusion of Community Assets will depend on financial and operational feasibility and shall be owned and funded separately from the Project. For liability and financing purposes, any active open spaces meant for the wider West Marin community use (such as a pool or sport courts) would not be owned by the Partnership.

3. GUIDING PRINCIPLES:

- a. The following expresses the goals and guiding principles of Eden and CLAM in the design and functionality of the Project. The Parties understand that due to development, financing, and market constraints not all these goals may be obtainable. The following Guiding Principles will be used in the Project’s design and construction.
 - i. Use principles of Universal Design where possible. A simple definition of Universal Design is “the design of products and environments to be useable by all people, to the greatest extent possible, without the need for adaptation or specialized design.”
 - ii. Project will meet the County’s green building ordinance and incorporate additional green building and sustainability features to the extent practicable and financially feasible. Decisions on sustainable features will be made based primarily on the long-term payback relative to up-front costs. Design and construction teams will work with Build It Green to certify the Project’s Green Point Rating Score.
 - iii. Foster community input where feasible especially in design of the project and community uses. Draw upon the skills of the community where feasible in specific areas, such as landscaping and community use programming. Emphasize shared open space and thoughtful design of community facilities, to the extent permitted by the RFP, financing limitations and restrictions, and programming. Support outcomes that will connect Project residents and the wider West Marin community.

4. PROJECT PREDEVELOPMENT ACTIVITIES & COSTS:

- a. **Predevelopment Scope:** Eden and CLAM will work collaboratively to refine the Site Plan vision, design, and program together with an architect (TBD). The Parties will

work together to find the balance between community needs/desires and financial feasibility.

- b. **Staffing:** Eden and CLAM will jointly work to develop the Project. It is anticipated that Eden and CLAM will each assign a primary project manager from each organization to conduct the day-to-day business of the development. Decision making will be governed by Section 4.e below. Eden will also provide administrative staff to produce documents required for proposals and/or financing applications.
- c. **Regular Meetings:** Eden and CLAM shall arrange regular project communication meetings, approximately twice a month during the predevelopment phase and once a week during the construction phase to discuss progress, review schedule and budget, and assign tasks.
- d. **Application Preparation:** Eden will take the lead with assistance from CLAM on financing application preparation. Final assembly of such financing applications shall occur at Eden's offices. CLAM will provide its corporate documentation for the applications. Eden will take the lead in preparing applications for planning and building permits for the Project.
- e. **Decisions:** All major decisions on the Project shall be made jointly. CLAM and Eden shall develop the Site Plan jointly, and will agree on the design, building layout, operational features, green features, and the representations and promises to be made to lenders, tax credit investor and funding agencies (the "Program"). Eden will take the lead role in coordinating and overseeing the construction document process. Any impasse in making a joint decision will be governed by the dispute resolution process discussed in Section 5.c.
- f. **Community Process:** CLAM shall take the lead with the community outreach process. Eden and CLAM shall both assign senior staff to oversee the public approvals process.
- g. **Predevelopment, Construction and Permanent Financing and Rental Subsidies:** CLAM and Eden shall work jointly to secure funding from the County and other affordable housing funding sources. Eden will fund predevelopment costs if another source has not yet been secured. Final approval for all predevelopment spending will require approval from the Eden Board of Directors. Eden will seek to be reimbursed for eligible, documented expenses plus interest, not to exceed Prime Rate + 1%, from the final project financing sources. Predevelopment costs will include all third-party costs (i.e. design professionals, consultants, etc.). Staffing costs for Eden or CLAM are not included in predevelopment costs and are the responsibility of each organization.
- h. **Project Feasibility and Budget Development:** Eden and CLAM will jointly develop the financing plan to ensure Project feasibility. Eden will take primary responsibility for preparing the Project proformas and budgets.
- i. **Construction:** The Parties will jointly select the General Contractor for the Project. Eden will select a firm/consultant to coordinate and oversee the construction of the Project as the owner's construction manager. Both Parties, as the owner representatives, will participate in contract negotiations, review and approve the construction contract, attend construction draw meetings, and approve all construction

pay applications and change orders. Eden will assist CLAM with General Contractor negotiation if requested by CLAM.

- j. **Operations:** So long as Eden or an affiliate is the Managing General Partner of the Partnership, Eden Housing Management Inc. will be the property management firm for the Project and will retain ultimate hiring authority over on-site property management staff. However, recognizing that CLAM will be a key long-term partner in the development and has strong local ties, Eden will work with CLAM on a joint hiring process for on-site property management staff. Eden offers extensive job training opportunities, which may allow for CLAM to identify local candidates with comparative experience for a career switch.

5. GENERAL PROVISIONS:

- a. **Term.** This MOU shall be effective as of the date set forth above, and shall continue until the occurrence of the earliest of the following:
 - i. The County selects Eden and CLAM as the development team pursuant to the RFP for redevelopment of the Property and Eden and CLAM enter into a binding agreement pursuant to Section 5(d) of this MOU.
 - ii. The date the County selects a development team pursuant to the RFP for redevelopment of the West Marin Coast Guard facility that is **not** Eden and CLAM.
 - iii. Either Party may terminate this MOU upon ninety (90) days written notice to the other Party with the reasons for the termination. During the 90-day period, the Parties will meet within five (5) business days of each request given by either Party to discuss the reasons for the termination, the possibility of the other Party remedying the reasons for the requested termination, and such other matters that either Party may raise. The Parties acknowledge that each is entering into this MOU and incurring significant time and resources based on each Party being committed, absent unforeseen circumstances and subject to the financial feasibility of the Project, to completing the Project with the other Party.
- b. **Other Partners.** CLAM has decided to exclusively partner with Eden for the RFP response to the County. As such, CLAM and Eden agree to keep confidential any financial plans or details that the other may provide to the other in connection with the preparation of the response to the RFP and the final response submitted. However, nothing herein shall limit or stop CLAM from seeking to partner with another organization if Eden and CLAM are not chosen by the County as the development team pursuant to the RFP for redevelopment of the Property.
- c. **Dispute Resolution.** If any dispute arises between the Parties under this MOU, either Party may submit a written request to the other Party to have the dispute resolved in accordance with the provisions of this Section (“Dispute Notice”). No later than 20 business days following the receipt of the Dispute Notice by the other Party, one or more senior representatives of the Parties shall meet and negotiate in good faith to resolve the dispute within 30 days of the date of the Dispute Notice. If a Party refuses or fails to meet for any reason or if the dispute cannot be resolved as a result of the

meeting, the Parties shall seek County-guided resolution before opting to terminate this agreement.

- d. **Enforceability.** This MOU is not a binding and enforceable agreement except as to the parties' obligations as to confidentiality and exclusivity under Section 5(b) above; instead it documents the parties' present good-faith intentions to collaborate with regard to matters discussed. Nothing herein shall obligate any Party to proceed with any transaction with any other Party, and each Party reserves the right, in its sole discretion, to terminate all discussions and negotiations with the other Party with regard to the matters discussed in this MOU, including without limitation, the Project, for any reason or no reason at all. In the event the County selects Eden and CLAM as the development team pursuant to the RFP for redevelopment of the Property, Eden and CLAM agree to replace this MOU with a binding Disposition and Development Agreement or other agreement substantially consistent with the terms and conditions set forth herein.

The parties have executed this MOU by an authorized signatory.

Community Land Trust Association of West Marin,
a California nonprofit public benefit corporation

By: 
Kimberly Thompson, Executive Director

Dated: 4/16, 2019

Eden Housing, Inc.,
a California nonprofit public benefit corporation

By: 
Andre Madeira, Senior Vice President of Real Estate Development

Dated: 4/23, 2019

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Education Housing Partners, Inc.

Website URL

<https://www.thompsondorfman.com/teacher-staff-housing/>

Mailing Address

39 Forrest Street, CA
Mill Valley, California, 94941

Project Contact Name

Joanna Julian

Title

Senior Program Manager

Email Address

jj@thompsondorfman.com

Phone Number

(818) 631-7789

Executive Director Name

Bruce Dorfman

Executive Director Email Address

bd@thompsondorfman.com

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number

of clients served. Describe the co-applicant organization, if applicable.

Education Housing Partners, Inc. (EHP) is a California nonprofit public benefit corporation with the mission to develop affordable workforce housing to help public agencies recruit and retain employees. EHP is led by the principals of Thompson Dorfman Partners, LLC (TDP). Formed in 1999 by Will Thompson and Bruce Dorfman, TDP focuses on multifamily residential development with particular emphasis on well-sited, urban infill properties in the Bay Area. The principals of TDP are 35+ year veterans in the housing industry with a reputation for quality residential development and a track record of performance. During this period, TDP and its venture partners have developed 18,000 units of housing in over 60 projects in California.

The principals of TDP formed Education Housing Partners, Inc. (EHP) in 2004 to provide its market-rate development services to public school districts and other public agencies on a non-profit basis in order to promote the creation of high-quality, publicly owned housing communities for teachers, staff, and other public sector employees. EHP is a California nonprofit public benefit corporation with the mission to develop affordable workforce housing to help public agencies recruit and retain employees. These award-winning developments help their residents address the high costs of living and low levels of housing affordability in many of California's most desirable areas. EHP has been retained on nearly two-dozen different faculty housing projects to date.

EHP's developments are structured to be fully financed, requiring minimal funding from the agency sponsor, and self-sustaining, with below-market rental rates covering all operating and financing costs. EHP takes no ownership interest in these developments and delivers the housing on a turnkey basis to the district. Its completed communities have been initially leased to employees at rental rates that were 25% to 35% less than market for comparable units and all are achieving much greater rental discounts currently. Each of these projects has a demonstrated ability to assist school districts and other public agencies to recruit and retain personnel and stabilize their employee base.

Since commencing its work on this project, EHP has been working with the County of Marin and the Marin County Office of Education. These public entities are in the process of forming a Joint Powers Authority ("JPA") named the Marin County Public Financing Authority. The JPA will fund and own the workforce housing component of the Oak Hill project, composed of 135 units of which 75% will be designated for qualifying teachers and staff and 25% for qualifying county employees. All of the units will be leased at rental rates that are affordable to households earning between 50% (Very-Low) and 120% (Moderate) AMI. The ownership of this housing by the JPA allows a preference of its members' employees without violating Fair Housing statues. This structure has been reviewed and approved by HCD's Fair Housing team.

Oak Hill will be the first time that a JPA has been informed to develop workforce housing in the California and the State believes this will be a template that other districts and public agencies can follow.

Have there been any recent or upcoming leadership transitions?

None

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

None

If applicable, what is the organization's standing with licensing or other accreditation authorities?

EHP is in good standing as a California nonprofit public benefit corporation.

How does your organization verify client income?

The 135 apartments at Oak Hill to be developed by EHP will be reserved for income-qualifying teachers and staff of local school districts and County of Marin employees. EHP will work closely with the Marin County Office of Education and the County in the selection process of these residents. EHP will assist the JPA to create a Resident Selection Plan for this property which will use relevant income, employment, and household information to verify eligibility, as further described below.

Specific verification requirements and procedures will be determined and formally adopted by the Marin County Public Financing Authority prior to the start of marketing and pre-leasing activities. No decision to accept or reject an application will be made until all needed verifications have been collected and any necessary follow-up interview has been performed.

Types of Verifications Required

All information relative to eligibility for admission must be verified as described in these procedures:

1. Employment Status (At least one member of the household must be an employee of a Marin County public school, the Marin County Office of Education, or the County of Marin.)
2. Annual Income
3. Assets and asset income
4. Household composition
5. Social Security Numbers of all Household Members

Period for Verification:

All the above information must be documented and appropriate verification forms or letters placed in the applicant's file. Only verified income information that is less than 90 days old may be used for certification or recertification. All verifications shall be date stamped upon receipt. The 90-day period begins from the date of the stamp, which is the date the verification was received, and not the date it was filled out by the sender. Verifications may be extended for an additional 30 days with a telephone update. Verified information not subject to change (such as a person's date of birth) need not be re-verified. Information obtained which is subject to change and for which verifications are more than 120 days old, must be re-verified.

Verifying Annual Income

A. Annual Income shall be based on the best available information, considering the past year's income, current income rate and effective date; and shall include estimates for each income recipient in the household.

B. The income of irregular workers will be estimated on the basis of the best information available, considering earning ability and work history.

C. Overtime income will be computed in accordance with verification obtained on the Employment Verification form from the employer unless the applicant is able to provide other reliable or accurate information.

General Project Information

Project Name

Oak Hill - Educator/County Employee Housing

Project Address

Sir Francis Drake Blvd
Marin County, California, 94939

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

HTF/PLHA Amount Requested

\$2,358,030

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

Oak Hill Apartments is proposed to be developed on approximately 8.5 acres of unused state property in the unincorporated area of San Quentin as a result of Executive Order (N-06-19) executed by Governor Gavin Newsom to identify State-owned sites to address the California housing crisis. The proposed development will be comprised of two affordable residential communities – 115 apartments developed by Eden Housing targeted toward lower income families, and 135 apartments to be built by Education Housing Partners (EHP) for income qualifying teachers and staff of local school districts and County employees.

Both residential communities will offer one, two and three-bedroom for-rent apartment homes and will share common infrastructure, including some amenity areas and a parking structure. Due to the State's ownership of the site, the State will be the lead agency on entitlements, CEQA, and permitting. The site was formerly used by the State as a gun range, and the site will be remediated by the State prior to construction.

The preliminary design concept responds to the environment by gently terracing homes to maximize Bay and hillside views. The community will feature sustainable design, drought-tolerant landscaping, and high-quality durable finishes. Amenities will include a clubhouse with a lounge and business center, a fitness center, as well as outdoor areas for socializing, playing, and reflecting.

This project will make a dramatic difference in the ability to improve and stabilize the employment base of school districts as well as create a significant amount of workforce housing at a time when Marin County public schools are struggling to fill vacancies, largely due to high costs of living. Marin County Schools Superintendent John Carroll has reported that there were nearly 400 openings for teachers and support staff positions at the beginning of the 2022-23 school year, which dropped to 339 in November only after unprecedented recruitment efforts. According to a survey by Marin Promise, About 58% of BIPOC educators – for Black, Indigenous or people of color – and 55.5% of younger educators from 18 to 39 years old were unable to rent a studio apartment in Marin. In an earlier survey, 57.5% of educators indicated that they would be interested in affordable, employer-provided housing if it were available. The number was 64.1% among educators of color and 65.4% for respondents 18 to 39 years old. The County of Marin is facing similar recruitment and retention challenges.

A major impediment for school districts and other public agencies to create this desperately-needed workforce housing is capitalizing the first phases of work—from project feasibility, to entitlements, to design development and permitting. Should funds be awarded by the County of Marin, EHP proposes using these funds for predevelopment costs in order to bridge the gap between now and when the JPA bond financing proceeds are available prior to construction.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

The total site is 8.3 acres, with EHP's portion comprising approximately 4.2 acres of the site. The site is currently owned by the State of California and managed by the Department of Corrections and Rehabilitation (CDCR). The site used to be used as the CDCR gun range but is currently unused with the exception of a small portion of the site, which has a sewer treatment facility.

Executive Order (N-06-19) was executed by Governor Gavin Newsom in 2019 to identify State-owned sites to address the California housing crisis. The Department of General Services (DGS) and the Department of Housing and Community Development (HCD) collaborated to identify and prioritize excess state-owned property for sustainable, innovative and cost-effective housing developments. The State of California issued an RFQ for the San Quentin site in June 2020, to which EHP and Eden Housing jointly responded and were shortlisted for the RFP. In November 2020, EHP and Eden Housing submitted their joint proposal and were formally selected by the State of California in February 2021 to develop the site for up to 230 units (115 units for EHP and 115 units for Eden). Subsequently, EHP requested and received approval from the State to build up to 135 units for the educator/County employee component of Oak Hill, bringing the total unit count for Oak Hill to 250 units.

EHP and Eden Housing were granted a Right of Entry to the site in July 2021 to begin on-site feasibility, due diligence, and CEQA-required studies. EHP and Eden completed the schematic design of the

project and the State (Department of General Services) approved the Schematic Design plan in September 2022. The Draft EIR was published February 22, 2023 and the Final EIR is expected to be certified by the State in June 2023.

EHP has not previously sought County funding. To fund predevelopment costs to date, EHP and Eden Housing submitted a joint request for funding to Marin Community Foundation in January 2022 to fund predevelopment costs. EHP was awarded \$700,000 for its portion of the Oak Hill community which has funded a portion of predevelopment costs to date. However, now that the project is nearing the completion of CEQA, EHP is seeking funds for the design development and construction documents/permitting stage. In addition to the County of Marin, EHP is also working with the State of California for additional funds.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

The Larkspur Landing commercial center, which includes neighborhood restaurants, retail, and services at Marin County Mart, is located approximately 0.3 mile from the project site. Nearby grocery stores include Trader Joe's (2 miles), Mollie Stone's (1.5 miles), and Target Grocery (2.5 miles). In addition, Larkspur Landing has a Farmer's Market (0.3 mile) every Saturday.

The site is across the street from Remillard Park and the multi-modal Bay Trail. Our proposed project includes a traffic signal and signalized crosswalk to provide safe and controlled access for pedestrians and cyclists from our project to the south side of Sir Francis Drake Blvd, providing easy access to Remillard Park and the Bay Trail. In addition, Hal Brown Park is approximately 2.2 miles east of the project site; Bayside Park is approximately 5.8 miles northeast of the project site, and Santa Margarita Island Preserve is approximately 6.1 miles north of the project site.

The site is located within a true transit corridor. The Larkspur Ferry Terminal is located approximately 0.5 mile from the project site. The Larkspur Sonoma-Marin Area Rail Transit (SMART) Train Station is located approximately 0.8 mile from the project site. The nearest bus stop for Marin Transit Routes 17, and 28 is at East Sir Francis Drake Boulevard and Larkspur Landing Circle (0.5 mile from the project site).

The project site is served by the San Rafael City Schools (District), which includes the San Rafael Elementary School District and the San Rafael High School District. Within these districts, the closest elementary school to the project site is Bahia Vista Elementary School, located 2.8 miles from the project site. The closest middle school to the project site is Davidson Middle School, located approximately 3.4 miles away. The closest high schools to the project site are Madrone High School and San Rafael High School, both located approximately 3.4 miles away. The District has determined that its elementary and middle schools across the District have the capacity to serve students generated by the proposed project

Nearby libraries include Larkspur Library (2.7 miles), Pickleweed Library (2.9 miles), and Corte Madera Library (2.4 miles). In addition, the County is served by the Marin County Free Library, which has 12 locations throughout the County with the closest location to the project site being 2.6 miles south of the project site.

MarinHealth Primary Care | A UCSF Health Clinic is located 0.8 miles away, and Marin Healthcare District is 1.3 miles away. MarinHealth Medical Center is 2.2 miles from the project site.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Phase I/II site assessment results

Environmentally sensitive area or species

Easements or encroachments

Notes or clarifying information on environmental issues:

All environmental issues have been studied in the Draft EIR published February 22, 2023. No significant environmental impacts were identified that could not be addressed with mitigation.

Have you begun any state or federal environmental review procedures for the proposed project?

Yes

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Joanna Julian, Executive Director: Ms. Julian will manage and coordinate all aspects of project work, overseeing design and consultant teams, and managing the project schedule and budget. To date Ms. Julian has managed the proposed project's schematic design, CEQA process, and coordination with local staff and elected officials. She has over 10 years' experience (including 4 years with EHP) in multi-family development and project management through all development stages including acquisition, entitlements, design, permitting, construction and lease-up.

Bruce Dorfman, CEO: Mr. Dorfman leads EHP's workforce housing development efforts with 35+ years experience in multi-family development. He will supervise EHP's staff through all phases of the development from inception, project design, and construction through project stabilization, and will be involved in all high-level business decisions, JPA and financing matters, community outreach, and stakeholder discussions.

Both Mr. Dorfman and Ms. Julian have been involved in Oak Hill since its inception, including the preparation of the RFP response and development of the project concept which was ultimately selected by the State.

Will the project involve hiring an external property management company?

Yes

Describe the property management company. Include the company name and the number of affordable housing sites and units that it currently manages.

The property management company will be selected through an RFQ/RFP process. The company's experience managing faculty/staff housing projects will be considered, as well as the number of affordable housing sites and units that it manages. Education Housing Partners will act as an advisor during this selection process, with the property management company ultimately being selected and hired by the Marin Public Finance Authority (the JPA to be formed by the Marin County Office of Education and the County of Marin), which is the entity that will own the educator/county employee housing improvements.

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal](#)

[Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

EHP has had extensive communication with HCD’s Fair Housing team regarding this workforce housing project. EHP completed a detailed analysis for HCD demonstrating that this project will not only further equity for public employees, disabled persons, and the population of Marin County generally, but that it will also promote diversity in Marin County. In addition, EHP has been briefed by HCD directing regarding Affirmatively Furthering Fair Housing (AFFH) considerations. EHP understands the requirements and has made the commitment to complete an Affirmative Marketing Plan regardless of funding sources.

In addition, Eden Housing has significant experience with Affirmative Marketing Plans and will be a resource for EHP as we prepare our plan. Eden Housing is building the lower income portion of Oak Hill and we have been working closely with them throughout the project design and CEQA process; Eden’s and EHP’s respective portions of Oak Hill will share common infrastructure, a parking garage, and some amenity areas.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

Describe any past community engagement activities for this project, and future plans for community engagement.

Since the beginning of our involvement with Oak Hill, EHP and Eden Housing have together met with numerous individuals and community organizations to provide information and seek feedback about the project, as well as meetings with City of Larkspur staff, County staff, and elected officials. Our project outreach began with the neighboring Drake’s Cove residents and HOA, with whom we’ve had multiple meetings. Additional meetings have been held with San Quentin Village Association, Canal Alliance, Greenbelt Alliance, League of Women Voters, Housing Crisis Action, and the Marin Environmental Housing Collaborative. The project also hosted two town hall meetings to solicit local input on the project, the first on October 28, 2021 and the second on October November 30, 2022.

Our project website at oakhillmarin.com will continue to be live throughout the life of the project. The website provides current information about the project and is routinely updated with project news; it also offers an interest list for members of the community to sign up for project updates and/or to express interest in living at the future community.

The project’s Draft Environmental Impact Report (DEIR) was published February 22, 2023. Over 150 neighbors, organizations, public agencies, and interested community members were notified of the DEIR publishing. The publishing of the DEIR also began a 45-day period for public comment running from February 22, 2023 to April 10, 2023. A public meeting for the DEIR was held by the EIR consultant, First Carbon Solutions, on March 16, 2023 to provide another forum for public engagement and comment.

Throughout the remaining stages of the project, EHP and Eden will continue to offer to meet with project neighbors and other interested stakeholders to provide an opportunity for questions and address concerns.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio						0
1 bed		14	35	37		86
2 bed			20	17		37
3 bed			6	6		12
4 bed						0
Other						0
TOTAL UNITS	0	14	61	60	0	135

Notes or clarifying information on the unit count:

Estimated income levels

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization's purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The "Total" column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Similar existing Marin complex

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	61	
Black/African American	4	
Asian	5	
American Indian/Alaskan Native	.5	
Native Hawaiian/Other Pacific Islander	0.3	
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial	0.9	

	Total Number of Persons	Persons Identifying as Hispanic/Latino
Other/Not Disclosed	1.5	21
TOTAL (Unduplicated)	73.20	21

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

0

Female-headed households

0

Households that include person(s) with a disability

0

Notes or clarifying information on demographics:

Numbers above reflect percentages. Supporting information available.

Project Planning

Select the current phase of the proposed project.

Planning

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Sunday, December 31, 2023

Complete planning and environmental review

Friday, June 30, 2023

Release bid package

Friday, March 1, 2024

Select contractor

Monday, April 1, 2024

Finalize contract

Saturday, June 1, 2024

Obtain building permits

Saturday, June 1, 2024

Start construction

Monday, July 1, 2024

Complete construction

Thursday, October 1, 2026

Explain any additional milestones for New and/or Rehabilitation Projects below:

Estimated

Will you be seeking Project Based Section 8 Vouchers for this project?

Yes

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Project Based Section 8 Vouchers are being considered but not determined.

Together with Eden Housing, EHP executed a Lease Option of Agreement (LOA) with the State of California, acting by and through the Department of General Services (DGS) and the Department of Housing and Community Development (HCD). For a one-time Option Payment of \$100, the LOA grants EHP and Eden Housing the option to each enter into a ground lease for their respective portions of the property for a period of 99 years. The LOA includes an option term of 3 years, with an automatic extension to allow for the resolution of legal challenges to the CEQA document should they arise.

Please describe in detail the entitlements and permits that will be required, and those already obtained. For example, Design Review, Master Plan, Zone Change, General Plan Change, Coastal Permit, etc.

The project site is located on land owned by the State of California, which has the authority to invoke State sovereignty and, therefore, the project is not subject to local land use regulations. The California Department of General Services (DGS) is the Lead Agency for CEQA, permitting, construction inspections, and issuing the Certificate of Occupancy. Specifically, the Environmental Services Unit of DGS is managing the CEQA process, and the Project Management & Development Branch of DGS will manage the permitting and construction inspections process. DGS is also acting in coordination with HCD.

DGS approved the Schematic Design of the project in September 2022. Once the Final EIR is certified, the project will enter the design and permitting stage. There will be no other entitlements needed.

Describe any contact with the planning staff at the relevant government jurisdiction, and any specific feedback they provided.

The State of California has sovereignty over this site and will be controlling all entitlements through the Department of General Services (DGS). We are working with DGS closely as we design this project and taking their input into account through the schematic design and design development phases of this process. In addition, EHP and Eden have had multiple meetings with City of Larkspur staff and County of Marin staff to share project information.

Identify all applicable accessibility laws and specific accessibility requirements that must be met in the design of the proposed project.

Though EHP is not currently seeking tax-credit financing from the California Tax Credit Allocation Committee, EHP intends to meet their required design standards as can be applied to our project (which includes low to moderate income units). The standards are as follows: "All new construction projects must provide a minimum of fifteen percent (15%) of the Low Income Units with mobility features, as defined in CBC 11B 809.2 through 11B 809.4, and a minimum of ten percent (10%) of the Low Income Units with communications features, as defined in CBC 11B 809.5. These units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project consistent with 24 CFR Section 8.26."

HCD also has design standards which we intend to meet. The building standards are published in the California Code of Regulations, Title 24, known as the California Building Standards Code. This code includes a requirement to meet Americans With Disabilities Act design standards.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

Predevelopment Funding

As of the date of this application, EHP has received \$700,000 from Marin Community Foundation for predevelopment expenses. These funds have covered predevelopment expenses through the preparation of the EIR, but additional funds are needed to fund design development and permitting before construction can begin and construction financing becomes available. EHP will be requesting additional predevelopment funds from the Marin Community Foundation in the 2Q of 2023. We will also be pursuing funding from the Excess Sites Local Government Matching Grants Program (LGMG) once the Round 3 application is released, anticipated in 2Q-3Q 2023.

In addition, EHP effectively received the land at no cost (paying a minimal fee of \$1/year of the 99 year ground lease), estimated at approximately \$8.6M in land value.

Construction Financing

The educator and County housing units will be owned by a Joint Powers Authority (JPA) called the Marin County Public Financing Authority which will be formed by the Marin County Office of Education and the County of Marin. Once formed and prior to construction start, the JPA will issue tax exempt bonds to fund the project construction. Debt service for the bonds will be paid by the property operations.

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

EHP will apply for the Excess Sites Local Government Matching Grants Program (LGMG) once the Round 3 application is released, anticipated in 2Q-3Q 2023. Since that funding is reserved for excess site projects there is a high likelihood that Oak Hill will be awarded its full ask.

This funding source will match certain local government funding that the project receives, so the local funding like this Marin County NOFA can be worth twice as much if awarded. As our sources of local funding continue to grow this pool of state funding will grow and allow us to fill any potential gaps in our pro forma.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

We are working with both Senator McGuire's office and Damon Connelly's office for funding allocations. Damon Connelly's office is preparing a district budget ask. We will also look at structuring with tax credits if needed.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

Please see attached PDF including footnotes.

Is your organization receiving any other Marin County funding for this project?

No

Does your organization have unspent funds that were previously awarded by the County (for any project)?

No

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: "2023-24 [Document Name] for [Organization Name]- [Project Name]."



2023-24 - 230307-6-CAO-Publ....pdf



2023-24 - 230307-6-CAO-Publ....pdf



2023-24 - 230317 Oak Hill_E... .pdf



2023-24 - MCOE Oak Hill Boa... .pdf



2023-24 220524 Executed SQ....pdf



2023-24 230221 Oak Hill Proj... .pdf



2023-24 Letter Supporting Te... .pdf

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Joanna Julian

Title of Person Completing this Application

Senior Program Manager

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

Oak Hill - Faculty and Staff Housing Education Housing Partners, Inc Marin County Public Financing Authority SUMMARY

Development Costs (Uses)		Total Development Cost		
	Notes	Cost	Per Unit	Per NRSP
Land Cost	(1)	\$0	\$0	\$0
Site Work & Earthwork	(2)	\$6,261,435	\$46,381	\$55
Building	(2)	\$60,750,000	\$450,000	\$538
Additional Hard Costs	(3)	\$945,000	\$7,000	\$8
GC Fees, Bond, Insurance	(2)	\$3,318,840	\$24,584	\$29
A & E Fees	(4)	\$3,500,000	\$25,926	\$31
Municipal Fees	(5)	\$5,400,000	\$40,000	\$48
Legal, Closing, Misc.	(6)	\$1,000,000	\$7,407	\$9
Project FF&E	(7)	\$862,500	\$6,389	\$8
Design Contingency	(8)	\$2,461,000	\$18,230	\$22
Inflation Contingency	(9)	\$8,204,000	\$60,770	\$73
Offsite Overhead	(10)	\$4,430,000	\$32,815	\$39
Transaction Costs	(11)	\$2,250,000	\$16,667	\$20
Capitalized Int and Reserve	(12)	\$13,502,000	\$100,015	\$120
Investment Earnings on Reserves	(13)	<u>(\$2,125,000)</u>	<u>(\$15,741)</u>	<u>(\$19)</u>
Total Costs		\$110,759,775	\$820,443	\$981
Grant Funding	(14)	13.5% <u>(\$15,000,000)</u>	<u>(\$111,111)</u>	<u>(\$133)</u>
Total Development Cost		\$95,759,775	\$709,332	\$848

Project Data	
Project	Oak Hill - Faculty and Staff Housing
Location	San Quentin Opportunity Site
Total Dwelling Units	135 Units
Net Rentable SF	112,950 SF
Description	Type III over podium garage
Construction Term	24 months

Hardcosts (excluding Project Contingency)		
Total	Per Unit	Per NRSE
\$71,275,275	\$527,965	\$631

Interest Reserve Calculation		
12-mo reserve Series A		\$3,256,000
24-mo interest Series A, B & C		\$10,246,000
Total Capitalized Int/Reserve		\$13,502,000

Sources of Capital	
Series A Bonds	\$76,607,820
Series B Bonds	\$14,363,966
Series C Bonds	\$4,787,989
Grants	\$15,000,000
Total Capital	\$110,759,775

- (1) Ground lease from the State at \$1/year
 (2) Based on budget provided by Roberts Obyashi general construction
 (2) Reflects prevailing wage
 (3) Includes solar panels and solar thermal
 (4) Proposals received for full scope of service from all A&E designers; includes \$500k for EIR
 (5) Includes utility connect fees for MMWD, Central San, PG&E, and State permitting costs
 (6) Transaction costs including formation costs for JPA
 (7) Includes \$100k for Fitness Center; remainder for common area FF&E (including signage)
 (8) Contingency based on all expenses other than offsite overhead, construction interest, and transaction costs
 (9) Inflation adjustment
 (10) EHP overhead reimbursement
 (11) Bond financing costs for issuance
 (12) 24 mos carry on bond issue (Series A & B) during construction plus 12 mos reserve for Series A (see adjacent table)
 (13) Assumes reinvestment of outstanding funds at 2.5% on average of 50% of total bond proceeds
 (14) Funding from State, County, and Foundations

Program												
Unit Type	Qty	%	Net Rentable Area (SF)	Total Area (SF)	TCAC 60% AMI	TCAC 80% AMI	TCAC 100% AMI	TCAC-based 120% AMI	TCAC Blended (1) 60%/80%/120%	\$/Mo/Unit	Proposed Rents \$/Mo/SF	\$/Year
Apartments												
Jr. 1 BD / 1 BA	14	10%	625	8,750	\$1,957	\$2,610	\$3,262	\$3,588	\$2,718	\$2,000	\$3.20	\$336,000
1 BD / 1 BA	72	53%	725	52,200	\$2,097	\$2,797	\$3,496	\$3,846	\$2,913	\$2,600	\$3.59	\$2,246,400
2 BD / 2 BA	37	27%	1,000	37,000	\$2,517	\$3,356	\$4,194	\$4,613	\$3,495	\$3,400	\$3.40	\$1,509,600
3 BD / 2 BA	12	9%	1,250	15,000	\$2,908	\$3,878	\$4,846	\$5,331	\$4,039	\$4,100	\$3.28	\$590,400
Total	135	100%	837	112,950	\$2,270	\$3,027	\$3,783	\$4,161	\$3,153	\$2,890	\$3.45	\$4,682,400

(1) 1/3 leased to 60% HH Income; 1/3 leased to 80%; 1/3 leased to 110% HH.

Pro Forma Summary		CEQA/Entitlement	Permitting	Construction	Year 1	Year 2	Year 3	Year 4	Year 5
Cash Flow Analysis			Trending						
Rental Income		\$4,682,400	2.5%	\$4,919,447	\$5,042,433	\$5,168,493	\$5,297,706	\$5,430,148	\$5,565,902
Parking Income	\$ 50 /mo/unit	\$81,000	2.5%	\$83,025	\$85,101	\$87,228	\$89,409	\$91,644	\$93,935
Other Income (1)	\$ 75 /mo/unit	\$121,500	2.5%	\$124,538	\$127,651	\$130,842	\$134,113	\$137,466	\$140,903
Total Income		\$4,884,900		\$5,007,023	\$5,132,198	\$5,260,503	\$5,392,016	\$5,526,816	\$5,664,986
less Vacancy/Bad Debt	3%	(\$146,547)		(\$150,211)	(\$153,966)	(\$157,815)	(\$161,760)	(\$165,804)	(\$169,950)
Gross Income		\$4,738,353		\$4,856,812	\$4,978,232	\$5,102,688	\$5,230,255	\$5,361,011	\$5,495,037
less Expenses (2)	\$ 6,250 /unit	(\$843,750)	2.5%	(\$864,844)	(\$886,465)	(\$908,626)	(\$931,342)	(\$954,626)	(\$978,491)
less Capital Replacement Reserves	\$ 300 /unit	(\$40,500)	2.0%	(\$41,310)	(\$42,136)	(\$42,979)	(\$43,839)	(\$44,715)	(\$45,610)
Net Operating Income		\$3,854,103		\$3,950,658	\$4,049,631	\$4,151,083	\$4,255,074	\$4,361,671	\$4,470,936
Series A Debt Service (3)	LTC 80%	4.25% (\$3,255,832)				(\$3,255,832)	(\$3,255,832)	(\$3,255,832)	(\$3,255,832)
Series B Debt Service (4)	15%	9.00% (\$1,292,757)				(\$999,242)	(\$1,105,838)	(\$1,215,104)	(\$1,292,757)
Series C Debt Service (4)	5%	12.00% (\$574,559)				\$0	\$0	\$0	(\$34,348)
Debt Service	WACC 5.35%	(\$5,123,148)				(\$4,255,074)	(\$4,361,671)	(\$4,470,936)	(\$4,582,937)
Net Cash Flow						\$0	\$0	\$0	\$0
Yield on Cost		4.0%		4.1%	4.2%	4.3%	4.4%	4.6%	4.7%

- Bonds issued at start of construction in 2024; interest on Series A & B funded from reserves.**
 (1) Submetered water, misc. fees
 (2) Typical annual expenses/ unit for other EHP Teacher Housing projects; District responsible for insurance
 (3) Series A Bonds - I/O, callable in 10-years
 (4) Series B Bonds - I/O, callable in 10-years; Series C subordinated to B; Series B subordinated to Series A; any unpaid interest is accrued

MEMO

Oak Hill Housing Project Joint Powers Authority Marin County Board of Education - March 14, 2023

RECOMMENDATION:

Approve formation of a Joint Powers Authority to be known of as Marin County Public Financing Authority to provide affordable and workforce housing for employees Marin County Public Schools and employees of the County of Marin.

1. Approve the creation of a Joint Powers Authority (JPA) as anticipated by the Oak Hill Project Memorandum of Understanding (Oak Hill MOU) approved by the Board of Education on November 8, 2022.
2. Authorize President to execute the JPA Agreement between the County of Marin, Marin County Superintendent of Schools and the Marin County Board of Education, collectively known as the Marin County Office of Education (MCOE).
3. Authorize President to appoint one representative or designee of the board to the JPA Governing Board. The second appointment to be made by the Marin County Superintendent of Schools.

SUMMARY:

On November 8, 2022, the Board approved a MOU for the Oak Hill Project. The Oak Hill Apartments project is proposed to be developed on approximately 8.5 acres of unused state property in the unincorporated area of San Quentin. The proposed development will be comprised of two affordable residential communities: 115 apartments developed by Eden Housing for lower income families, and 135 apartments to be built by Education Housing Partners (EHP) for income qualifying teachers and staff of local school districts and County of Marin employees. Of the 135 units that are part of the JPA, 75% will be allocated to public school staff and 25 % to County of Marin employees.

The MOU further outlined the process to form a JPA with the County of Marin. Joint Powers Authorities (JPAs) are legally created entities that allow two or more public agencies to jointly exercise common powers. Forming such entities allows for a creative approach to the provision of public services, and also permit public agencies with the means to provide services more efficiently and cost-effectively.

The formation of the Marin County Public Financing Authority as a JPA will support the development of workforce housing eligible by acquiring, developing, and leasing workforce housing, and supporting housing programs for employees. The JPA also provides the vehicle by which a procurement could be conducted for the Oak Hill Project. The Oak Hill Project will allow Marin County to provide affordable housing options for the workforce and help to increase recruitment and retention.

COMMUNITY IMPACT:

Creation of the Marin County Public Financing Authority will help provide workforce housing to benefit low and moderate income school employees who are more racially and ethnically diverse than the overall Marin County population. High and increasing home prices, combined with a shortage in housing stock available to meet the needs of our diverse workforce, makes it increasingly more difficult to live in Marin County; many Marin school employees cannot afford to live in Marin County or are forced to leave Marin after a few years due to high costs of living. The development of workforce housing initiatives can improve local school and other public agency recruitment and retention efforts.

FISCAL IMPACT: The creation of the JPA is designed to be cost-neutral to both the MCOE and the County. Costs associated with managing and operating the housing will be the responsibility of the Marin County Public Financing Authority.



December 23rd, 2020

Mr. Josh Palmer
Department of General Services
Asset Management Branch
101 3rd Street, 5th Floor
West Sacramento, CA 95605
RE: San Quentin Property RFP

Dear Mr. Palmer:

As leaders of public school districts and higher education institutions in Marin County, we're writing to support the development of faculty and staff housing at the San Quentin property in association with the RFP under EO N-06-19. Collaboratively, we lead the Marin Educators for Equity Initiative (MEEI), working to make our local education system more equitable for our students and families. MEEI is facilitated by Marin Promise Partnership, our local collective impact nonprofit.

Affordable housing to support the education system in Marin County is a critical and urgent need. This project represents an essential first step in addressing the high demand for local, affordable housing among faculty and staff. In a county where 43% of our students are BIPOC and only 11% of teachers and administrators are BIPOC, affordable housing will be a critical factor enabling our institutions to attract and retain a diverse workforce. Additionally, research clearly demonstrates that students, their families, and our school communities will all see stronger and more equitable outcomes when faculty and staff live in the community they serve.

We are familiar with the work of Thompson | Dorfman Partners and impressed with their teacher housing developments elsewhere in the Bay Area. We believe they could serve as strong contributors to our community and offer an attractive balance of quality and affordability in their housing developments.

Please do not hesitate to contact us for any further information by contacting Robin Pendoley, Marin Promise Partnership's Director of County-wide Collaborative Action, at 978.994.9395. We look forward to seeing this project take shape and hope to work with Thompson | Dorfman Partners as the developer.

Sincerely,

DocuSigned by:

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Jim Hogeboom
Superintendent
San Rafael City Schools

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David Wain Coon
President
College of Marin



DocuSigned by:

Tara Taupier

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Tara Taupier
Superintendent
Tamalpais Union High School District

DocuSigned by:

Chris Mazzola

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Chris Mazzola
President
The Branson School

DocuSigned by:

Nicola Pitchford

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Nicola Pitchford
President
Dominican University of California

This Memorandum of Understanding ("MOU") is entered into on November 8, 2022 (the "Effective Date"), by and among the Marin County Superintendent of Schools (the "Superintendent"), the Marin County Board of Education (the "BOE", and collectively with the Superintendent, the "Marin County Office of Education" or the "MCOE"), Marin County ("County"), and Education Housing Partners, Inc., a California nonprofit public benefit corporation ("Developer").

Recitals. The following recitals are all incorporated into the MOU:

A. The State of California, acting by and through the Department of General Services (the "State"), issued request for proposal No. 3-20 in accordance with Executive Order N-06-09 to develop an approximately 8.3 acre portion of that certain real property owned by the State commonly referred to as APN 108-152-12 (such 8.3 acre portion, the "Property"). Developer and its co-responder, Eden Housing, Inc., a California corporation ("EHI"), were selected pursuant to such RFP process to develop the Property into an affordable housing project (the "Oak Hill Project"). Developer and EHI have entered into a Lease Option Agreement (the "LOA") which permits them or their assignees to enter into two separate ground leases with the State to develop their respective components of the Oak Hill Project (described in Recital B, below).

B. The Oak Hill Project consists of three components: (1) a 115 unit affordable housing project to be developed by EHI (the "AH Project"), (2) an approximately 135 unit affordable housing project to be developed pursuant to this MOU (the "Workforce Housing Project") and (3) certain infrastructure/parking improvements that benefit/serve both the AH Project and the Workforce Housing Project (the "Common Improvements"). The Oak Hill Project is more particularly described in the "Oak Hill Project Plan" attached hereto as Exhibit A. The Workforce Housing Project and its related rights and obligations to the Common Improvements are collectively referred to herein as the "Project".

C. Concurrently with the execution of this MOU, Developer and EHI have entered into a separate Memorandum of Understanding (the "Development MOU") regarding their joint pursuit of the land use entitlements for the Oak Hill Project, their joint design and construction of the Common Improvements and the payment of the third-party costs incurred with respect to the foregoing (the "Oak Hill Project Costs").

D. The County and MCOE desire to provide workforce housing opportunities for their respective employees and therefore desire to (1) support Developer's performance under the LOA and (2) through a joint powers authority formed by MCOE and the County (the "JPA"), assist in the transfer of Developer's rights under the LOA and with respect to the Project work product.

E. The Parties enter into this MOU in order to (1) approve certain baseline documents related to the Project, (2) establish a framework for the formation of the JPA, (3) memorialize the parties' agreement regarding the Developer's pursuit of Discretionary Approvals (defined below) and (4) outline the proposed principal terms of an Assignment, Development and Management Agreement (defined in Section 5, below) for the Project to be considered by the JPA upon its formation.

NOW THEREFORE, the Parties agree as follows:

1. **Oak Hill Project Plan; Project Plan; Project Business Plan.** The Parties hereby approve (a) the programmatic information for the Oak Hill Project and the Project attached hereto as Exhibit A (respectively, the “Oak Hill Project Plan” and the “Project Plan”) and (b) the initial budget and preliminary schedule for obtaining the entitlements for the Oak Hill Project, the completion of the construction documents for the Project and the construction of the Project (collectively, the “Project Business Plan”) attached hereto as Exhibit B. Any update to the Project Business Plan shall include the following components:

1.1 the approved Oak Hill Project Plan and Project Plan;

1.2 while not included in Exhibit A, but to be included in subsequent updates to the Project Business Plan, a strategic plan for the pursuit and Final Approval (defined below) of the discretionary land use approvals necessary for the development of the Oak Hill Project, which shall include, without limitation, the State’s certification of an environmental review document under the California Environmental Quality Act (“CEQA”) (the “Discretionary Approvals”);

1.3 a budget for third party costs to be incurred in relation to the formation of the JPA, the Final Approval of the Discretionary Approvals and the Project construction documents and the construction of the Project; and

1.4 a schedule for the formation of the JPA, the Final Approval of the Discretionary Approvals and the Project construction documents and the construction of the Project.

Any material amendment to the Oak Hill Project Plan, the Project Plan or the Project Business Plan proposed by the Developer shall be subject to the parties’ prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

2. **Term of MOU.** This MOU shall commence on the Effective Date and shall terminate on the earliest to occur of (a) the execution of the Assignment, Development and Management Agreement by the JPA and the Developer, (b) the expiration of the LOA prior to the exercise of the options thereunder or (c) the date that is thirty (30) calendar days after any party’s delivery of written notice to the other parties terminating this Agreement (the “MOU Term”).

3. **JPA Formation.**

3.1 **JPA Purpose.** The JPA shall be formed for the purpose of (a) negotiating and considering the proposed Assignment, Development and Management Agreement and (b) if such agreement is approved by the JPA and Developer, (i) performing the JPA’s obligations under the executed Assignment, Development and Management Agreement and (ii) developing, in conjunction with Developer, the Project and owning the Project.

3.2 **JPA Formation Duties.** From and after the Effective Date, the parties shall use reasonable efforts to form the JPA. Such efforts shall be consistent with the approved Project Business Plan, including the budgeted costs included therein.

(a) Developer proposes that the MCOE and the County retain the law firm of Orrick, Herrington & Sutcliffe, LLP (“Orrick”) to advise on the JPA formation and prepare the primary JPA formation documents (collectively, the “JPA Formation Documents”) for the

parties' review. The preparation of the initial drafts shall be done in consultation with the parties and their respective staff regarding the proposed structure of the JPA. Developer, at its initial expense, will pay the Orrick invoices associated with the preparation of the initial drafts of the JPA Formation Documents.

(b) Consistent with the foregoing, the MCOE and the County, at their initial expense, shall (i) review and finalize the draft JPA Formation Documents; (ii) schedule (including the filing of the required notices) and conduct all hearings necessary for the consideration of the JPA Formation Documents and formation of the JPA; and (iii) retain, direct and coordinate such professional consultants necessary for the performance of the foregoing. The MCOE and the County shall provide the Developer with any substantive changes to the draft JPA Formation Documents for review and comment.

3.3 Formation Expenses. The Parties agree to include the third-party JPA formation expenses incurred by the Parties and (b) the third-party expenses incurred in the negotiation and drafting of this Agreement as eligible expenses for reimbursement in the proposed Assignment, Development and Management Agreement.

4. Project Entitlements.

4.1 Developer Entitlement Duties. From and after the Effective Date, Developer shall use commercially reasonable efforts to pursue and acquire the State's Final Approval of the Discretionary Approvals. Such efforts shall be consistent with the approved Project Business Plan. Consistent with the foregoing, Developer, at its initial expense, shall perform the following:

(a) Discretionary Approvals.

(i) In consultation with the appropriate governmental authorities, identify all Discretionary Approvals necessary for the Oak Hill Project and the policies and procedures associated with obtaining such approvals; and

(ii) Prepare, submit and prosecute any applications to/with the State for the Discretionary Approvals, all in accordance with the Project Business Plan.

All Discretionary Approvals shall be obtained in the name of Developer.

(b) Community Outreach. Develop and implement a strategic community outreach plan to (i) determine the scope of any Oak Hill Project stakeholder issues, (ii) develop community support for the Oak Hill Project and (iii) manage any opposition to the Oak Hill Project.

(c) General Management.

(i) Retain any professional consultants, architects and engineers necessary for the performance of the Entitlement Duties. Developer may retain such parties directly or in conjunction with EHI pursuant to the Development MOU.

(ii) Negotiate any other documents, instruments or agreements or amendments thereto necessary or appropriate for obtaining the Discretionary Approvals and services related to any of the foregoing to the extent such documents,

instruments or agreements, or amendments thereto are consistent with the then applicable Project Business Plan.

(iii) Direct and coordinate the services and activities of the architects, engineers, consultants and others retained by Developer for the Project, in accordance with the Project Business Plan.

(d) Until receipt of Final Approval of the Discretionary Approvals, Developer shall provide the parties with written notice of any public hearings related to the Discretionary Approvals and the opportunity to attend such hearings, provided that Developer shall not be required to re-schedule such hearings to accommodate the parties' schedule.

As used herein, "Final Approval" of the Discretionary Approvals shall mean that the State has taken its final action to approve the Discretionary Approvals and all applicable administrative appeal or legal challenge periods have expired without the timely filing of an appeal or legal challenge or, in the event of a timely appeal or legal challenge, such matter has been finally resolved in a manner that permits the development of the Oak Hill Project. The parties acknowledge that Developer may not obtain Final Approval of the Discretionary Approvals during the term of this Agreement and that such Final Approval may occur during the term of the Assignment, Development and Management Agreement.

4.2 MCOE and County Entitlement Duties. If requested by the Developer, MCOE and County staff shall support Developer's efforts to develop the Project per this MOU at material public hearings and public outreach meetings related to the Project.

4.3 Entitlement Costs. The Parties agree to include in the proposed Assignment, Development and Management Agreement that third-party expenses incurred by Developer in negotiating and entering into the LOA and pursuant to this Section 4 be eligible for reimbursement

5. Proposed Assignment, Development and Management Agreement and Related Agreements. Developer proposes that Developer and the JPA negotiate an agreement for the entitlement, design, funding, construction and management of the Project based on the following principal terms (the "Assignment, Development and Management Agreement"):

5.1 Parties. The parties to the Assignment, Development and Management Agreement would be Developer and the JPA.

5.2 Entitlement and Design Matters. Consistent with the Project Business Plan:

(a) Developer Duties. Subject to the JPA's performance of its specified duties, Developer would be primarily responsible for obtaining the Final Approval of the Discretionary Approvals, the State's approval of the Project construction documents (the "Construction Documents") and written confirmation that the State is prepared to issue a building permit for the Project upon the payment of the applicable fees ("Construction Document Approval"). Such efforts would include, without limitation, the retention, direction and coordination of the third party consultants and legal counsel that are necessary to accomplish the foregoing. All work product associated with the foregoing (collectively, the "Project Work Product") would be owned by Developer.

(b) JPA Duties. The JPA's duties would be limited to (i) supporting Developer's efforts at material public hearings and public outreach meeting related to the Project and (ii) reviewing and commenting on draft Project Work Project.

(c) Entitlement and Design Expenses. Developer would be responsible for paying all third party costs associated with this Section 5.2, which costs would be eligible for reimbursement pursuant to Section 5.4(b), below.

5.3 Project Contracting. The Developer proposes to minimize the risk of Project cost overruns by having (a) the Developer retain the design professionals necessary to prepare the Project Construction Documents and (b) the JPA retain (i) a construction manager at-risk entity ("CMAR") pursuant to California Public Contract Code Section 20146 to assist with the design of the Project and serve as the general contractor for the construction of the Project and (ii) the Developer as the JPA's owner's representative to oversee and manage the CMAR's performance under the applicable contract.

(a) Project Construction Documents. The Developer, at its initial cost, would retain the third party design professionals necessary to prepare and obtain the State's approval of the Project Construction Documents.

(b) CMAR Contract. The JPA and the Developer would consult on the most efficient procedure for the JPA to retain the CMAR to perform value engineering services during the preparation and approval of the Project Construction Documents, act as the general contractor for the construction of the Project, provide the payment and completion surety bonds related to the construction of the Project and provide a guaranteed maximum price (the "GMAX") for the Project (which GMAX would include a mutually acceptable contingency). The Developer would recommend general contractors for, as applicable, the JPA's consideration or participation in any procedure necessary for the JPA to retain the CMAR. The Developer, at its initial cost, would (i) prepare any Project information necessary for the JPA's solicitation of the CMAR and (ii) retain legal counsel to prepare (A) a draft form of construction contract and (B) draft responses to any CMAR comments on the construction contract, each for the JPA's consideration. The JPA, at its initial cost, would retain any additional legal counsel necessary to negotiate and finalize the contract with the selected CMAR.

(c) Owner's Representative Services. The Developer proposes to perform comprehensive construction management services for the Project during the design, permitting and construction of the Project. The Developer's scope of work would include, without limitation, the management of the Project schedule and budget, overseeing and managing the CMAR's performance under the applicable contract, holding necessary Project meetings with the JPA, contractors and relevant third parties, review of Project invoices, Project accounting and review and acceptance of the CMAR's work. Such services would be completed in return for a fee equal to three percent (3%) of the total Project hard and soft costs included in the Project budget (the "OR Fee").

(d) Project Contracting Expenses. The third party costs incurred by the parties pursuant to this Section 5.3 would be eligible for reimbursement pursuant to Section 5.4(b), below.

5.4 Project Funding. The Developer proposes that the Project costs would be funded by (a) third party grants sourced by the Developer, (b) tax-exempt mortgage revenue

bonds issued by the JPA (“Bond Financing”) and (c) at the Developer’s sole discretion, additional funds advanced by the Developer.

(a) Third Party Grants; Developer Advances. Prior to the assignment of the Project Rights to the JPA, the Developer shall be primarily responsible for raising third-party funds sufficient to pay the third party Project costs incurred by the Developer pursuant to this Agreement and the Assignment, Development and Management Agreement (the “Developer Costs”) and the Project Fee (defined below). Any such third-party funds shall be applied first to Developer Costs and then to the payment of the Project Fee. To the extent Developer is not able to secure sufficient third-party funds, (i) Developer shall have the right, but not the obligation, to either suspend the Project while it pursues additional third-party funds or advance its own funds for the payment of Developer Costs and (ii) the Project Fee shall accrue. Any funds advanced by Developer and accrued Project Fees shall accrue interest at rate of twelve percent (12%) per annum and such advanced funds and accrued interest shall be deemed Developer Costs.

At the Developer’s option, the Developer and the JPA would complete a private placement Bond Financing prior to the closing of the Project Assignment pursuant to Section 5.6, whereby (1) the Developer or its principals would purchase the bonds, (2) the JPA would make the net bond proceeds available to the Developer to fund costs incurred pursuant to Section 5.4(a), (3) the principal amount of the bonds would accrue interest at 12% and the 12% interest set forth in the preceding paragraph would not accrue on any costs funded by such net proceeds and (4) if the net proceeds of the public Bond Financing conducted in conjunction with the closing of the Project Assignment were insufficient to repay the private placement bonds and accrued interest, such private placement bonds would be subordinated to the “A” and “B” series bonds and incorporated into the “C” series bonds set forth in Section 5.4(b)(v), below.

(b) Bond Financing. The Developer proposes that the Bond Financing would be based on the following:

(i) The Bond Financing shall be in an amount sufficient to pay for all third party costs incurred by the Developer, MCOE and County under this Agreement and the Assignment, Development and Management Agreement that are not funded by third party grants, the Project Fee and the OR Fee (each defined below) (collectively, the “Project Costs”).

(ii) The amounts to be reimbursed to the MCOE, County, JPA and the Developer would be paid from Bond Financing proceeds;

(iii) The Bond Financing will not allow recourse to MCOE, County or JPA funds;

(iv) The JPA shall pledge the Ground Lease and Work Product as collateral for the Bond Financing; and

(v) The Bond Financing will include “A” series and “B” series bonds to pay the Project Costs and, to the extent the “A” series and “B” series bond proceeds are insufficient to pay the Project Costs in full, the County and MCOE will use commercially reasonable efforts to work with the JPA to issue and the Developer shall accept “C” series bonds to Developer or its designee in an amount sufficient to pay any shortfall in the payment of the Developer Costs, the Project Fee and the OR Fee in full.

The Developer, at its initial cost, would prepare and provide all Project information necessary for the issuance of the Bond Financing. The Parties intend for the JPA to retain Orrick to prepare the documents related to the issuance of the Bond Financing for the parties' review. The preparation of the initial drafts shall be done in consultation with the parties and their respective staff. Developer, at its initial expense, would pay the Orrick invoices associated with the preparation of the initial drafts of the Bond Financing Documents. It is the intent of the Parties that the JPA, at its initial expense, shall (A) review and finalize the draft Bond Financing Documents; (B) schedule (including the filing of the required notices) and conduct all hearings necessary for the consideration, approval and issuance of the Bond Financing; and (C) retain, direct and coordinate such professional consultants necessary for the performance of the foregoing. The Parties further intend that the JPA would provide the Developer with any proposed substantive changes to the draft Bond Financing Documents for review and comment.

5.5 Developer Fees and Project Accounting.

(a) Project Fee. In addition to the OR Fee and the fees pursuant to the AMA (defined below), the Developer shall be entitled to a Project Fee (the "Project Fee") equal to two percent (2%) of the total Project hard and soft costs included in the Project budget. The Project Fee shall be paid \$35,000 per month commencing on February of 2021 through the delivery of the Project Assignment. The balance of the Project Fee would be paid upon Developer's delivery of the Project Assignment (defined below) to the JPA.

(b) Accounting. Developer will make available to the JPA an accounting of all Developer Costs. The accounting will be at a reasonable level of detail so as to allow the JPA to determine the reasonableness of the Developer Costs but need not be in accordance with GAAP or any other auditing or accounting standard.

5.6 Assignment of Project Rights. Upon the satisfaction of the following conditions, Developer intends to assign the Project Rights to the JPA pursuant to a form of assignment agreement agreed to by the parties (the "Project Assignment"):

- (a) Final Approval of the Discretionary Approvals;
- (b) Construction Document Approval;
- (c) Satisfaction of the Conditions Precedent set forth in Section 6 of the LOA; and
- (d) The JPA's delivery of written notice to Developer that the JPA is prepared to proceed with the closing of the Bond Financing.

Each of the foregoing conditions precedent would be for the benefit of both the JPA and Developer. Either Party may, in its sole discretion, elect to waive any one of the conditions precedent by delivery of written notice of such waiver to the other Party.

The Parties shall execute and deliver two original counterparts of the Project Assignment within five (5) business days after the satisfaction or waiver of the conditions precedent.


5.7 Asset Management Agreement. Concurrently with the execution and delivery of the Project Assignment, the Parties intend that the JPA would retain the Developer to act as the asset manager for the Project pursuant to a form of asset management agreement

approved by the parties (the "AMA"), which AMA would require the Developer to manage the Project property manager and oversee and manage Project insurance, Bond Financing reports and requirements and capital improvements in return for a fee equal to two and a half percent (2.5%) of Project revenue.

[Signatures on next page.]

County:

County of Marin

By: 
Name: Katie Rice
Title: President, Board of Supervisors

MCOE:

Superintendent


By: _____
Name: _____
Title: _____

Marin Board of Education

By: _____
Name: _____
Title: _____

Developer

Education Housing Partners, Inc.,
a California non-profit benefit corporation

By: 
Name: BRUCE DORFMAN
Title: CEO

County:

County of Marin

By: _____
Name: _____
Title: _____

MCOE:

Superintendent

By: Mary Jane Burke
Name: Mary Jane Burke
Title: Marin County Superintendent of Schools

Marin Board of Education

By: Patricia D. Garbarino
Name: Patricia D. Garbarino
Title: President, Marin County Board of Education

Developer

Education Housing Partners, Inc.,
a California non-profit benefit corporation

By: _____
Name: _____
Title: _____

Exhibit A

Oak Hill Project Plan and Project Plan

The Oak Hill Project is proposed on approximately eight acres of unused State property in the unincorporated area of San Quentin as a result of Governor Newsom's Executive Order N-06-19. This Executive Order directed the Department of General Services to identify State-owned sites to address California's housing crisis. The proposed development will be comprised of two affordable residential communities totaling 250 units, of which 115 apartments will be developed by Eden Housing, Inc. and targeted toward income-eligible families, and 135 apartments will be developed pursuant to this Agreement and the proposed Assignment, Development and Management Agreement, for income qualifying teachers and staff of Marin County school districts and county employees. These two communities will be separately financed and owned.

Both residential communities will offer one, two and three-bedroom for-rent apartment homes and will share common infrastructure, including some amenity areas and a parking structure. Due to the State's ownership of the site, the State will be the lead agency on entitlements, CEQA, and permitting, which will expedite processing as well as provide greater certainty of results and schedule.

The preliminary design concept responds to the environment by gently terracing homes to maximize Bay and hillside views. The community will feature sustainable design, drought-tolerant landscaping, and high-quality finishes. Amenities will include a clubhouse with a lounge and business center, as well as outdoor areas for socializing, playing, and reflecting. Award-winning firms SVA Architects of Oakland and Mill Valley-based RHAA are the architect and landscape architect, respectively, for both developments in the new community.

The residential program for the Project is:

Program			
Unit Type	Qty	%	Net Rentable Area (SF)
Apartments			
Jr. 1 BD / 1 BA	14	10%	625
1 BD / 1 BA	72	53%	725
2 BD / 2 BA	37	27%	1,000
3 BD / 2 BA	12	9%	1,250
Total	135	100%	837

Exhibit B

Project Business Plan

[See Exhibits B-1 and B-2, attached.]

Exhibit B-1
Preliminary Project Budget

Development Costs		<u>Total Development Cost</u>			
	<u>Notes</u>		<u>Cost</u>	<u>Per Unit</u>	<u>Per NRSE</u>
Land Cost			\$0	\$0	\$0
Site Work & Earthwork	(1) (2)		\$6,261,435	\$46,381	\$55
Building	(2)		\$49,074,120	\$363,512	\$434
Additional Hard Costs	(3)		\$945,000	\$7,000	\$8
GC Fees, Bond, Insurance	(2)		\$3,318,840	\$24,584	\$29
A & E Fees	(4)		\$3,200,000	\$23,704	\$28
Municipal Fees			\$5,400,000	\$40,000	\$48
Legal, Closing, Misc.			\$500,000	\$3,704	\$4
Project FF&E	(5)		\$862,500	\$6,389	\$8
Design Contingency	(6)	3.0%	\$2,087,000	\$15,459	\$18
Inflation Contingency	(6)	20.0%	\$13,912,000	\$103,052	\$123
Offsite Overhead		5.0%	\$5,150,000	\$38,148	\$46
Transaction Costs		3.0%	\$2,250,000	\$16,667	\$20
Capitalized Int and Reserve	(8)		\$12,038,000	\$89,170	\$107
Investment Earnings on Unspent Capital (9)			(<u>\$2,000,000</u>)	(<u>\$14,815</u>)	(<u>\$18</u>)
Total Costs			\$102,998,895	\$762,955	\$912

(1) Includes demolition

(2) Reflects prevailing wage

(3) Includes solar panels and solar thermal

(4) Includes \$250K placeholder for CEQA

(5) Includes \$100k for Fitness Center; remainder for common area FF&E

(6) Contingency based on all expenses other than offsite overhead, construction interest, and transaction costs

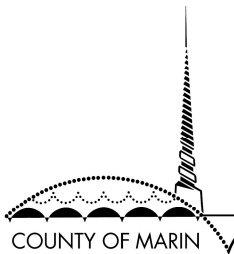
(7) N/A

- (8) 24 mos carry on bond issue (Series A & B) during construction plus 12 mos reserve for Series A
- (9) Assumes reinvestment of outstanding funds at 2.0% on average of 50% of total bond proceeds

Exhibit B-2

Preliminary Project Schedule

Selection of Developer by State	February 2021 (completed)
Commence Due Diligence	March 2021 (completed)
Commence Conceptual Design	April 2021 (completed)
Initiate CEQA Process	May 2021 (completed)
Notice of Preparation of an Environmental Impact Report (EIR)	April 2022 (completed)
Execute the LOA with the State	May 2022 (completed)
Complete Schematic Design	August 2022 (completed)
Approve MOU with MCOE and County of Marin	November 2022
Publish Draft EIR	1st Quarter, 2023
Form Joint Powers Authority	1st Quarter, 2023
Final EIR Certification	2 nd Quarter, 2023
Bond Issuance/Assignment/Commence Construction	4 th Quarter, 2023
Construction Complete/Project Occupancy	1 st Quarter, 2026



March 7, 2023

Matthew H. Hymel
COUNTY ADMINISTRATOR

Daniel Eilerman
ASSISTANT COUNTY
ADMINISTRATOR

Marin County Board of Supervisors
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Approve formation of a Joint Powers Agency to provide affordable and workforce housing for employees of the County of Marin and Marin County Office of Education (MCOE)

Dear Board Members:

RECOMMENDATION:

1. Authorize President to approve the creation of a Joint Powers Agency (JPA) consistent with the Oak Hill Project Memorandum of Understanding (Oak Hill MOU) approved by your Board on November 8, 2022;
2. Authorize President to execute the JPA Agreement between the County of Marin, Marin County Superintendent of Schools and the Marin County Board of Education (BOE), collectively known as the Marin County Office of Education (MCOE); and
3. Authorize President to appoint three representatives from the County of Marin to the JPA governing Board.

SUMMARY: On November 8, 2022, your Board approved a MOU for the Oak Hill Project. The Oak Hill Apartments project is proposed to be developed on approximately 8.5 acres of unused state property in the unincorporated area of San Quentin. The proposed development will be comprised of two affordable residential communities of equal size—115 apartments developed by Eden Housing for lower income families, and 135 apartments to be built by Education Housing Partners (EHP) for income qualifying teachers and staff of local school districts and County of Marin employees.

The MOU further outlined the process to form a joint powers authority (JPA) with the Marin County Office of Education (MCOE). Joint Powers Authorities (JPAs) are legally created entities that allow two or more public agencies to jointly exercise common powers. Forming such entities may not only provide a creative approach to the provision of public services, but also permit public agencies with the means to provide services more efficiently and cost-effectively.

The formation of the Marin County Public Financing Authority (MCPFA) as a Joint Powers Authority will support the development of workforce housing for member agencies by acquiring, developing, and leasing workforce housing, and supporting housing programs for agency employees. The JPA also provides the vehicle by

which a procurement could be conducted for the Oak Hill Project. The Oak Hill project will allow Marin County to provide affordable housing options for the workforce and help to increase recruitment and retention.

EQUITY IMPACT:

Creation of the Marin County Public Financing Authority (JPA) will help provide workforce housing to benefit low- and moderate-income County employees who are more racially and ethnically diverse than the overall Marin County population. High and increasing home prices, combined with a shortage in housing stock available to meet the needs of our diverse workforce, makes it increasingly more difficult to live in Marin County; most County of Marin employees cannot afford to live in Marin County. The development of workforce housing initiatives can improve local public agency recruitment and retention efforts.

FISCAL IMPACT: The creation of the JPA is designed to be cost-neutral to both the MCOE and the County. Costs associated with managing and operating the housing will be the responsibility of the JPA, Marin County Public Financing Authority.

Please let me know if you have any questions or concerns.

REVIEWED BY:

- | | |
|---|---|
| <input type="checkbox"/> Department of Finance | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> County Administrator's Office | <input type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> County Counsel | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> N/A |

Respectfully submitted,

Hyacinth Hinojosa
Deputy County Administrator

Attachments:

- 1) JPA Agreement – Marin County Public Financing Authority

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE MARIN COUNTY PUBLIC FINANCING AUTHORITY**

THIS AGREEMENT, dated as of March 7, 2023, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Charter Members”):

WITNESSETH

WHEREAS, this Agreement, is made and entered into between the Board of Supervisors of the County of Marin (the “County”), and the Marin County Board of Education (the “Board of Education”) and the Marin County Superintendent of Schools (the “Superintendent” and together with the Board of Education, the “Marin County Office of Education” or “MCOE”); and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members has the statutory authority to exercise the power of eminent domain for a public purpose as set forth in applicable provisions of the laws of the State of California; and

WHEREAS, each of the Members has the authority to hold and convey real property for those public purposes set forth in applicable provisions of the laws of the State of California; and

WHEREAS, each of the Members has both an interest in and the statutory authority to secure affordable housing for their employees; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding recital by various means; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement, and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, leases, installment sale or other financing agreements, obligations or certificates of participation therein (each and all herein referred to as “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, workforce housing projects and other capital or working capital projects, purchase or acquisition of property, improvements, leases, contracts, receivables, commodities, bonds, other revenue streams or assets of any kind, liability or other insurance, or retirement programs, or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, by this Agreement, each Member desires to create and establish the “Marin County Public Financing Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement, resolution or other instrument pursuant to which such Bonds are issued.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “Marin County Public Financing Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its Bonds and other debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members, and Bonds issued by the Authority shall be non-recourse to Authority except only as and to the extent moneys or other assets are pledged by the Authority to the Bonds

by the indenture, trust agreement, resolution or other instrument pursuant to which such Bonds are issued.

B. BOARD.

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) that shall consist of five members. Initially, the County shall appoint [three] Directors and MCOE shall appoint [two] Directors. The Directors shall serve a term of [two] years. At the end of each term thereafter, the Charter Member that nominated two predecessor Directors shall appoint three successor Directors and the Charter Member that nominated three predecessor Directors shall appoint two successor Directors for that term. Any appointment to fill an unexpired term, however, shall be for the remainder of such unexpired term. The term of office specified herein shall be applicable unless the term of office of a Director is terminated as hereinafter provided, and provided that the term of any Director shall not expire until a successor thereto has been appointed as provided herein.

The Board may appoint an alternative Director for each Director who may act as a Director in place of and during the absence or disability of such regular Director (in which case all references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director).

Notwithstanding the preceding paragraph, any changes in the qualifications, composition and number of Directors, the appointment of Directors successors, their respective terms of office and any other provisions relating to the qualification and office of the Directors shall require approval of each of the Charter Members.

The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

Directors shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint an Executive Director. The Executive Director shall, subject to the Board’s approval, appoint the treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the “Brown Act”).

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may

be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, improve, own, maintain and operate, or provide for maintenance and operation, and sell, lease, pledge, assign, mortgage or otherwise dispose, of any property, improvements, commodities, leases, contracts, receivables, bonds or other revenue streams or assets of any kind; to exercise the power of condemnation; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to establish and collect fees; to form public benefit nonprofit corporations or other affiliate entities to accomplish any of its purposes; to make grants, loans or provide other financial assistance to governmental, nonprofit and for profit organizations to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes. The boundaries of the Authority shall encompass the boundaries of all the Members and the powers of the Authority may be exercised anywhere within those boundaries or to the extent permitted by the laws of the State of California, including, but not limited to the Joint Exercise of Powers Act, outside of those boundaries, which may be outside of the State of California, provided that the power of condemnation may only be exercised within the jurisdictional boundaries of the Charter Members.

Notwithstanding anything to the contrary in the Agreement or otherwise, the Authority shall not have the power to and shall not enter into any retirement contract with any public retirement system (as defined in Section 6508.2 of the California Government Code) for any reason. The provision in this paragraph is intended to benefit Members and to be a confirming irrevocable obligation of the Authority which may be enforced by Members individually or collectively.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property, contracts or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2023.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing or refinancing or on post-issuance compliance or administration may be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds, payments made by Bond obligors or other third parties, project revenues, or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto or related to any project or program financed or refinanced with Bonds, except the Authority from the revenues and funds pledged and available therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds, or any costs related thereto or to any project or program financed or refinanced thereby, nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity, and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds or by reason of any project or program financed or refinanced with Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Charter Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided that, to the extent permitted by law, the Authority may provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Charter Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; (2) adoption of a resolution of the Board approving the addition of such public agency as a Charter Member; and (3) written approval of the Charter Members. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Qualifying public agencies may also be added as Non-Charter Members (“Additional Members”) of the Authority upon: (1) the filing by such public agency with the Authority of a resolution of the governing body of such public agency requesting to be added as an Additional Member of the Authority, (2) adoption of a resolution of the Board approving the addition of such public agency as an Additional Member, and (3) written approval of the Charter Members. An Additional Member may limit in the aforementioned resolution the scope of its Additional Membership to what is necessary or appropriate to facilitate the financing or refinancing of one or more specified projects or programs.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that at least one Member shall be a Charter Member and no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only with the written approval of Charter Members and upon receipt of the notice of withdrawal by the Board, which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created or otherwise in protection of Directors, officers, employees or other agents.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and to nonprofit organizations to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Sections 3B and 12 above, this Agreement shall not be amended, modified, or altered, unless the written consent of each of the Charter Members is obtained; provided that no amendment shall materially adversely affect the interests of any Additional Member unless the negative consent of that Additional Member is also obtained. To obtain the negative consent of each such Additional Member, the following negative consent procedure shall be followed: (a) the Authority shall provide each such Additional Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each such Additional Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no such Additional Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Charter Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Charter Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement, including its recitals which are incorporated herein, is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Charter Member: Marin County Office of Education

Marin County Board of Education

By _____

Name:

Title:

Marin County Superintendent of Schools

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

Charter Member:

County of Marin

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

**GROUND LEASE OPTION AGREEMENT
(San Quentin)**

This Ground Lease Option Agreement (“**Agreement**”) is entered into by and between (a) the STATE OF CALIFORNIA (“**State**”), acting by and through the DEPARTMENT OF GENERAL SERVICES (“**DGS**”), with the consent of the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (“**HCD**”) and CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (“**CDCR**”), on the one part, and (b) Eden Housing, Inc., a California corporation (“**EHI**”), and Education Housing Partners, Inc., a California nonprofit public benefit corporation (“**EHP**”) and collectively with EHI, (“**Optionee**”), on the other part. The STATE and Optionee may sometimes hereinafter be referred to as “**Party**” or collectively as the “**Parties**”. Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined.

RECITALS

A. STATE is the fee owner of that certain real property, together with all improvements located thereon, located at Marin County (“**County**”), State of California, with Assessor’s Parcel Number(s): 018-152-12, more particularly described and depicted in **Exhibits A and B**, attached hereto and incorporated herein by this reference (the “**State Parcel**”).

B. Pursuant to that certain DGS Request for Proposal No. 3-20 issued in accordance with Executive Order N-06-19 (the “**RFP**”) with respect to the approximately eight and three tenth (8.3) acre portion of the State Parcel more particularly described and depicted in **Exhibit C**, attached hereto and incorporated by this reference (the “**Option Property**”), Optionee submitted a responsive bid proposal to the RFP (“**Optionee’s Bid Proposal**”) and Optionee was selected to develop, finance, and construct the affordable housing project proposed in Optionee’s Bid Proposal (the “**Optionee Project**”) at the Option Property.

C. Pursuant to the RFP and to facilitate the development of the Optionee Project, State and Optionee desire to enter into two (2) ninety-nine (99) year ground leases (each, a “**Ground Lease**” and collectively, the “**Ground Leases**”) for the development and construction of the Optionee Project consistent with Optionee’s Bid Proposal and the requirements and guidelines set forth in the RFP. The Optionee Project is intended to be developed as two (2) concurrent sub-projects, with EHI entering into one (1) Ground Lease (the “**EHI Ground Lease**”) for the portion of the Optionee Property depicted in **Exhibit D**, attached hereto and incorporated by this reference (the “**EHI Property**”), to develop one hundred fifteen (115) lower income units (the “**EHI Project**”) and EHP entering into the second Ground Lease (the “**EHP Ground Lease**”) for the portion of the Option Property depicted in **Exhibit D**, attached hereto and incorporated by this reference

(the “**EHP Property**”) to develop one hundred fifteen (115) to one hundred thirty five (135) moderate income units (the “**EHP Project**”).

D. In accordance with the terms and conditions herein, Optionee will finance, design, develop, construct, operate, and maintain the housing units comprising the Optionee Project on the Option Property.

E. This Agreement is not a lease, and grants Optionee no current real property interest in, right to use or otherwise occupy the Option Property.

F. The Ground Leases or any other real property interest agreement that binds State to grant a current interest in real property to Optionee shall not be entered into or otherwise executed, if at all, unless and until (i) Optionee properly exercises the option granted herein with respect to both of the Ground Leases, and (ii) all conditions and obligations contained herein have been fully satisfied and/or waived in writing by the Party benefitted thereby.

G. In order for Optionee to demonstrate site control over the Option Property for the purpose of submitting its financing applications and to provide the Parties an understanding of the development potential of the Option Property before entering into the Ground Leases, if at all, Optionee desires to obtain an option to ground lease the Option Property from State and State is willing to grant an option to Optionee to ground lease the Option Property pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, all of which are incorporated into this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Effective Date.** The “**Effective Date**” of this Agreement shall be the date it is signed on behalf of the State by and through DGS.
2. **Option.** State hereby grants Optionee the option to ground lease the Option Property from State upon the terms and conditions set forth in this Agreement (the “**Option**”) during the Option Term (as defined in Section 4, below).
3. **Option Consideration.** No later than ten (10) business days after the Effective Date, Optionee shall pay State the sum of ONE HUNDRED AND NO/100THS DOLLARS (\$100.00) (“**Option Payment**”). The Option Payment shall not be refundable for any reason and shall not be credited to any payments under the Ground Lease.

4. Option Term. The “**Option Term**” shall commence upon the Effective Date and shall expire on the date that is three (3) years after the Effective Date (the “**Expiration Date**”); provided, however, if (a) there is a legal challenge to the certification of the Project CEQA document and (b) Optionee elects to defend such legal challenge, the Option Term shall automatically be tolled until the earlier to occur of (y) the date that is nine (9) months after the resolution of the legal challenge or (z) the date that is one (1) month after the lead agency approves/certifies any corrections or supplements to the Project CEQA document required in conjunction with the resolution of the legal challenge. Notwithstanding the foregoing to the contrary, at any time after Optionee’s payment of the Option Payment and in Optionee’s sole discretion, Optionee may terminate this Agreement by providing written notice to State of Optionee’s election to terminate this Agreement
5. Exercise of Option. Subject to the conditions set forth below in Section 6, the Option may only be exercised by Optionee’s execution and delivery of a written exercise of Option to State with respect to both of the Ground Leases during the Option Term. The Option may not be exercised until all the conditions set forth below in Section 6 are satisfied and/or waived in writing by the Party benefitted thereby. Optionee acknowledges that Optionee shall have no right to exercise the Option with respect to one Ground Lease and not the other Ground Lease.
6. Conditions. Optionee’s right to exercise of the Option is conditioned upon and subject to the satisfaction or the State’s written waiver (in the State’s sole and absolute discretion) of the following conditions:
 - a. Approval of Property by Optionee. Within thirty (30) days following the Effective Date, Optionee shall have notified the State in writing of its approval of the suitability of the Option Property for Optionee’s intended use and development of the Option Property. In accordance with the terms of that certain Right of Entry (the “**ROE**”) attached hereto and made a part hereof (See **Exhibit E**) by and between Optionee and DGS, Optionee has been given permission by the State to conduct due diligence inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations to determine, among other things, if all needed entitlements can be procured in an acceptable form to develop and construct the Optionee Project as identified in Optionee’s Bid Proposal at the Option Property) with respect to the Option Property as Optionee may elect to make or maintain.

- b. Environmental Requirements. Optionee shall have obtained Final Approval of the Project Entitlements prior to the expiration of the Option Term. As used herein, the term “**Project Entitlements**” means the land use entitlements, permits and other required governmental regulatory approvals necessary for the development and construction of the Optionee Project, including, without limitation, (i) California Environmental Quality Act (set forth in Public Resources Code, Section 21000 et seq., “**CEQA**”) and (ii) any demolition, grading and building permits for the Optionee Project (collectively, the “**Construction Permits**”). As used herein, the term “**Final Approval**” means that the applicable government agency/official has taken its final action with respect to the subject Project Entitlement and all applicable administrative appeal or legal challenge periods have expired without the timely filing of an administrative appeal or legal challenge, or, in the event of the timely filing of an administrative appeal or legal challenge, such matters has been finally resolved in a manner that permits the development of the Optionee Project.

Optionee shall be responsible for obtaining all of the Project Entitlements. The Parties agree and acknowledge that the State retains full discretion to approve, disapprove or condition the final Project to be developed and constructed at the Option Property, including, but not limited to, requiring additional mitigation measures or alternatives necessary to avoid or substantially lessen the environmental impacts of the Optionee Project. Any approval of the Optionee Project is expressly conditioned on Optionee’s compliance with any applicable CEQA requirements.

- c. Construction Documents. Prior to the expiration of the Option term, Optionee shall have obtained the State’s approval that the Construction Documents for the Optionee Project comply with all applicable requirements of the California building code and local fire safety and access requirements (collectively, the “**Building Codes**”). The State agrees that separate sets of Construction Plans will be submitted for the EHI Project and the EHP Project.

Optionee shall develop a complete set of architectural, civil, structural, mechanical and electrical drawings and specifications sufficient to enable contractors to compile bids for and construct the Optionee Project (the “**Construction Documents**”). Optionee shall submit to the State three (3) complete copies of the “Building Permit Set” of the Construction Documents for the State’s review and comment. The State shall either

accept or return the submitted review sets with comments to Optionee. If the State provides comments to a review set, Optionee shall re-submit a revised review set with corrections completed within thirty (30) days from the date State returns the review sets to Optionee with comments. The State shall either accept or return the submitted revisions with comments to Optionee. This sequence shall continue until the review is approved by the State. The State shall not unreasonably withhold, condition or delay its disapproval of Construction Documents.

- d. Project Financing. Prior to the expiration of the Option Term, Optionee shall provide satisfactory evidence of Optionee's ability to finance the cost of the Optionee Project, which may be evidenced by (i) commitments from the Optionee's tax credit investors and/or the lenders providing development and construction financing for the Optionee Project or (ii) the applicable Joint Powers Authority shall have approved the issuance of the subject bonds providing development and construction financing for the Optionee Project subject to adopted financial parameters. The State agrees that separate financing plans will be submitted for the EHI Project and the EHP Project. The State shall not unreasonably withhold, condition or delay its approval of a proposed financing plan. If Optionee plans to hypothecate the leasehold interest contemplated by one or both of the Ground Leases as security for the subject financing, Optionee shall submit substantially final versions of all documents proposed in the financing transaction along with a request for States' consent to the proposed hypothecation in accordance with the terms of the applicable Ground Lease, which consent (1) shall not be withheld if the proposed hypothecation meets the requirements of permitted financing under the applicable provisions of the applicable agreed-upon form of Ground Lease and (2) otherwise shall not be unreasonably withheld.
- e. Affirmative Fair Housing Compliance. In all of Optionee's activities, Optionee shall comply with all applicable state and federal fair housing laws, including the Americans with Disabilities Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code section 11135, Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. section 794), and applicable regulations issued under those statutes, including, but not limited to, 24 C.F.R. Part 8, 24 C.F.R. Part 100, 28 C.F.R. Part 35, and Cal Code Regs., title 2, division 4.1, chapter 5, subchapters 6 and 7.

Prior to the expiration of the Option Term, Optionee shall adopt a written non-discrimination policy. Optionee shall provide a copy of this policy to HCD for its review and approval prior to the earlier to occur of (y) two (2) months prior to the expiration of the Option Term or (z) execution of the Ground Lease. The policy shall state that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available to the site on the grounds of: (i) race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), veteran or military status, or all other personal characteristics protected from discrimination under federal or state fair housing laws, (ii) being perceived to have any of these characteristics, or (iii) being associated with a person who has, or is perceived to have, any of these characteristics.

Optionee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to HCD. Optionee shall provide a copy of this plan to HCD for its review and approval prior to the earlier of (y) two (2) months prior to the expiration of the Option Term or (z) execution of the Ground Lease. Appropriate aspects of the plan shall be incorporated into the ongoing property management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for housing.

- f. Construction Assurances. Prior to the expiration of the Option Term, Optionee shall provide evidence that, when the Ground Leases are executed, Optionee will provide assurances of construction completion in accordance with the Ground Leases, or a letter of intent bond that is sufficient to assure State that a bond is forthcoming consistent with the Ground Leases.
 - g. Evidence of Insurance. Prior to the expiration of the Option Term, Optionee shall provide evidence of insurance coverage which will be available when the Ground Leases are fully executed, and which fully complies with the requirements of the Ground Leases.
7. Ground Lease of the Option Property. If all necessary conditions and obligations contained in this Agreement are satisfied and if Optionee elects to exercise the Option and ground lease the Option Property from the State, the State and Optionee shall

execute the Ground Leases substantially in the form agreed upon by the Parties during the Option Term. The Parties shall memorialize their agreement on the forms of the Ground Leases pursuant to an amendment to this Agreement.

8. Assignment. The qualifications and identity of Optionee are of particular concern to the State. It is because of those unique qualifications and identity that the STATE has entered into this Agreement with Optionee. Accordingly, Optionee shall not sell, assign, or otherwise transfer this Agreement or any right herein, without State's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment without the State's prior written consent shall render the purported assignment absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.
- a. Any voluntary or involuntary transfer of fifty-percent (50%) or more of Optionee's or any permitted successor's or assign's voting common stock, or the transfer of fifty-percent (50%) or more of the partnership or membership interest, or the acquisition or transfer of fifty-percent (50%) or more of Optionee's ownership, or the transfer of substantially all of the assets of Optionee or any such successor or assign will be deemed an assignment requiring the prior written approval of State; however any transfers by partners or members of Optionee or shareholders of partners or members of Optionee to each other or for estate purposes or upon death will not be considered an assignment hereunder.
 - b. As a condition precedent to any assignment, Optionee shall provide the following to the State at least thirty (30) days prior to the proposed assignment:
 - (i) prior written notice of the proposed assignment; and
 - (ii) sufficient evidence regarding the proposed assignee's development qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the State to evaluate the proposed assignee pursuant to the criteria set forth in this Section 8 and as reasonably determined by the State.

The State shall evaluate such proposed assignee on the basis of its development qualifications and experience and its financial commitments and resources and may reasonably disapprove any proposed assignee which State reasonably determines does not possess sufficient qualifications. At a minimum, such proposed assignee must be at least as qualified as Optionee.

Within thirty (30) days after the receipt of the Optionee's written notice requesting approval of an assignment pursuant to this Section 8, the State shall either approve

or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the State reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Optionee shall promptly furnish to the State such further information as may be reasonably requested.

8.1 No Approval Needed. Notwithstanding any other provision of this Agreement to the contrary, the State's approval of an assignment of this Agreement, or any part thereof, shall not be required in connection with any of the following:

- a. EHI may assign its interest under this Agreement to a limited partnership in which EHI or its wholly controlled affiliate, is the sole general partner, for the purposes of operating a low income housing tax credit limited partnership during the fifteen year tax credit for the compliance period pursuant to Internal Revenue Code §42(i)(1) (an "**EHI Permitted Assignment**").
- b. EHP may assign its interest under this Agreement to a Joint Powers Authority formed for the purpose of entering into the EHP Ground Lease and developing and operating the EHP Project (an "**EHP Permitted Assignment**").

In order for an EHI Permitted Assignment or EHP Permitted Assignment to be effective, the assigning Party must (i) provide the State with at least thirty (30) days' prior to such assignment and comply with the provisions of Section 8.2.

8.2 Form of Assignment and Assumption. If the State approves an assignment pursuant to this Section 8 or in conjunction with an EHI Permitted Assignment or EHP Permitted Assignment, the proposed assignee shall expressly assume all of the assigning Party obligations under this Agreement pursuant to a written agreement in form reasonably satisfactory to the State.

8.3 Release of Optionee. Except as provided hereinbelow, Optionee shall not be relieved of any obligation to be performed by Optionee under this Agreement occurring after any assignment of this Agreement. The consent by the State to any assignment shall not relieve the Optionee from the obligation to obtain State's express written consent to any other such assignment of this Agreement to the extent such express written consent is required therefor as provided in this Section 8. Consent to one assignment shall not be deemed to constitute consent to any subsequent assignment. Notwithstanding the foregoing to the contrary, (a) EHI shall not be liable for any Optionee default first arising under this Agreement after the effective date of an EHI Permitted Assignment and (b) EHP shall not be liable for any Optionee default first arising under this Agreement after the effective date of an EHP

Permitted Assignment.

9. Additional Agreements. The Parties acknowledge and agree that if Optionee exercises the Option, additional agreements may be needed in furtherance of the Ground Leases. If applicable, the Parties agree to promptly obtain all necessary approvals and execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to effectuate the Ground Lease.
10. Remedies. If any of the Parties fails to perform in a timely manner any obligation under this Agreement, the non-defaulting Party shall give written notice of default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured for thirty (30) days after receipt by the defaulting Party of such notice, (a) if the State is the non-defaulting Party, the State shall be entitled to the remedies for breach of contract that are available under applicable law, including, without limitation, the right to retain the Option Payment and terminate this Agreement upon written notice to Optionee and (b) if Optionee is the non-defaulting party, Optionee shall be entitled to the remedies for breach of contract that are available under applicable law, including, without limitation, specific performance.
11. Notices. All notices under this Agreement shall be in writing and sent by (a) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid with the United States Postal Service, (b) by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy, email or similar means, if a copy of the notice is also sent by United States Postal Service, as follows:

If to
OPTIONEE: Eden Housing, Inc.
 22645 Grand Street
 Hayward, CA. 94541
 Attention: Andrea Osgood
 aosgood@edenhousing.com

Education Housing Partners, Inc.
39 Forrest St., Suite 202
Mill Valley, CA 94941
Attention: Bruce Dorfman
bd@thompsondorfman.com

If to
STATE: Department of General Services
 Real Estate Services Division
 707 Third Street, 5th floor (MS 505)
 West Sacramento, CA 95605

Attention: Jonathan Heim
Jonathan.Heim@dgs.ca.gov

12. Time is of the Essence. Time is of the essence for this Agreement.
13. Exhibits Incorporated by Reference. The following Exhibits are attached to this Agreement and incorporated by this reference:
- Exhibit A**: Legal Description of State Parcel
 - Exhibit B**: Map Depiction of State Parcel
 - Exhibit C**: Legal Description and Map Depiction of Option Property
 - Exhibit D**: Depiction of EHI Property and EHP Property
 - Exhibit E**: Right of Entry
14. Applicable Law. The Parties acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.
15. Severability. Nothing contained herein shall be construed as requiring the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the Parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.
16. Legislative Approval. Any obligation of the State created by or arising from this Agreement shall not impose a debt upon the State but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
17. Successor/Assigns. The Option shall be binding on Optionee's and State's successors and assigns and heirs with respect to the Option Property and shall run as a covenant against the Option Property until the termination or expiration thereof.
18. Separate Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
19. Entire Agreement. This Agreement represents the full, complete, and entire agreement between the Parties with respect to the subject matter hereof. The Agreement will take full force and effect upon the Effective Date.

5.16.2022

316 of 603

The Parties therefore execute this Agreement.

OPTIONEE:

EHI:


Eden Housing, Inc.,
A California nonprofit public benefit corporation:

By: 
Andrea Osgood (May 24, 2022 15:08 PDT)
Andrea Osgood, Vice President of Real
Estate Development

Date: May 24, 2022

EHP:

Education Housing Partners, Inc.,
a California nonprofit public benefit corporation:

By: 
Bruce Dorfman (May 24, 2022 15:26 PDT)
Bruce Dorfman, Chief Executive Officer

Date: May 24, 2022

STATE:

STATE OF CALIFORNIA
Department of General Services

By: _____
Jason Kenney, Deputy Director
Real Estate Service Division

Date: _____

5.16.2022

CONSENT:

STATE OF CALIFORNIA
DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Megan Kirkeby, Deputy Director
Division of Housing Policy Development

Date: _____

STATE OF CALIFORNIA,
CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION

By: Dean L. Borg
Dean L. Borg, Director
Facility Planning, Construction and
Management

Date: 5/24/22

EXHIBIT A

“LEGAL DESCRIPTION OF STATE PARCEL”

LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF SAN QUENTIN, IN THE COUNTY OF MARIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Beginning at Station 37 of the Final and Official Survey of the Exterior Boundary of the Rancho Punta De Quentin, said Station 37 being a point South 29° 45' East 1.87 chains from the Southeast corner of the wall enclosing the State Prison on Point San Quentin, running; thence along the shore of the Bay of San Francisco following the line of said Official Survey of said Rancho, South 18° 15' West 5 chains, 90 links to Station 38 of said exterior boundary, thence South 38° 45' West 6 chains, 07 links to Station 39 of said exterior boundary, thence North 61° 13' West 8 chains, 50 links to Station 40 of said exterior boundary; thence North 36° 15' West 7 chains, 12 links, to Station 41 of said exterior boundary line of said Rancho; thence North 30° 15' East 10 chains, 30 links to Station 42 of said exterior boundary; thence North 57° 45' West 14 chains, 90 links to Station 43 of said boundary line; thence North 85° 45' West 15 chains to Station 44 of said boundary; thence South 8° 15' East 9 chains, 5 links to Station 45 of said exterior boundary; thence South 32° 30' West 5 chains, 40 links to Station 46 of said boundary line of said Rancho; thence North 26° 30' West 14 chains, 20 links to Station 47 of said boundary; thence leaving said boundary line and crossing and subdivision the Lands of the Rancho Punta De Quentin, North 4° East 28 chains to learning line oak tree two and a half feet in diameter marked "Prison Tract 2" said oak tree being on the ridge; thence along the ridge South 72° 50' East 2 chains, 76 links to Station Post P.T. 3; thence South 55° 45' East 2 chains, 60 links to Station Post P.T. 4; thence South 81° East 13 chains, 10 links to Station Live Oak Tree two and a half feet in diameter on the Westerly slope of the ridge on the Easterly side of the San Rafael and Point San Quentin Road, said oak being marked P.T. 5; thence South 53° 30' East 11 chains, 75 links to Station Post P.T. 6; thence South 31° East 3 chains, 80 links to Station Live Oak Tree two and one half feet in diameter marked P.T. 7 said last mentioned live oak tree being on the highest point on this part of the ridge; thence South 49° 15', East 5 chains, 93 links to Station Post P.T. 8 chains, 60 links to Station Post P.T. 9; thence North 87° East 13 chains, 45 links to Station Post P.T. 10; thence descending from the ridge South 7° East 8 chains, 95 links to Station Post P.T. 11, in stone mound on the shore of the Bay of San Francisco, thence South 70° West 1 chain, 20 links to Station 36 of the exterior boundary line of the Rancho Punta De Quentin; thence along said boundary line and along the shore of the Bay of San Francisco South 46° 30' West 18 chains to the place of beginning.

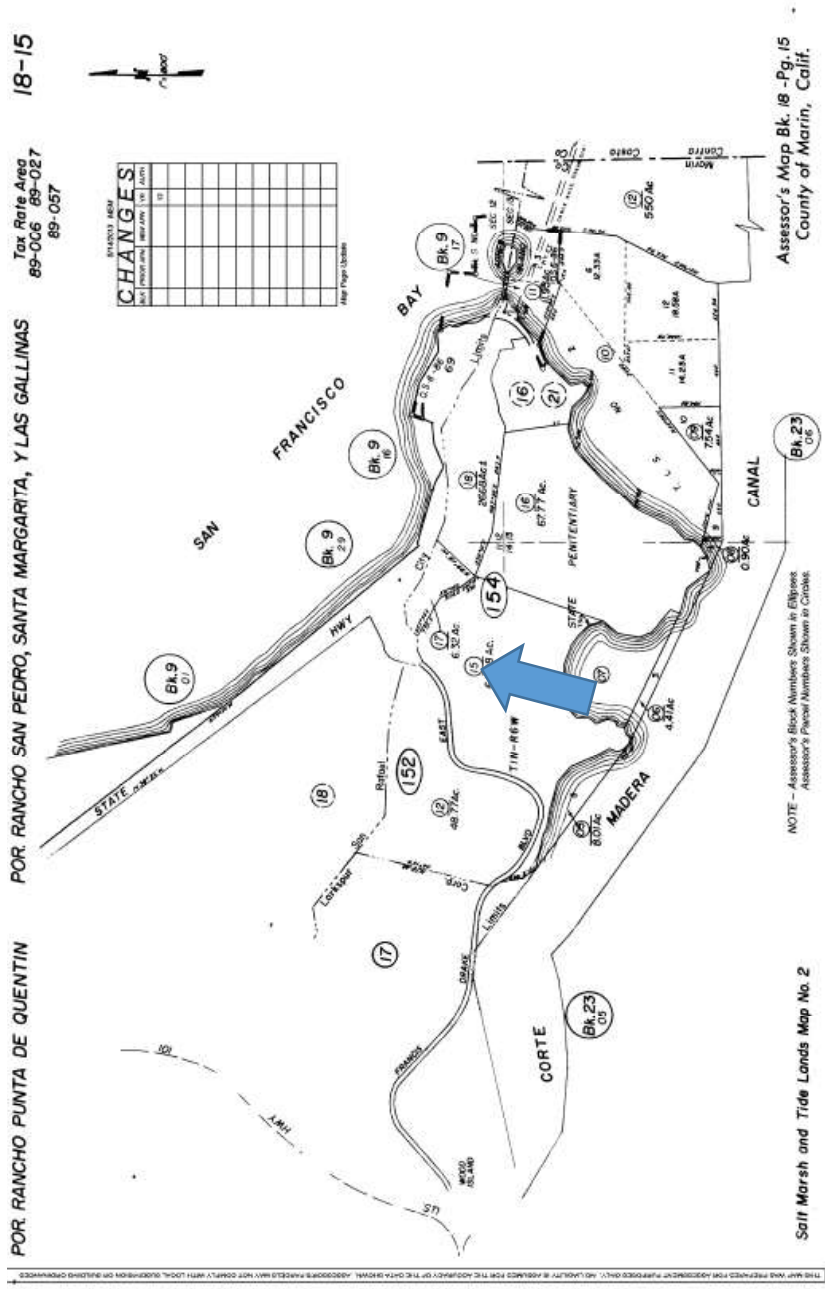
Being the same property conveyed to the State of California by deed recorded in Book H of Deeds, Page 365, Marin County Records.

5.16.2022

EXHIBIT B

“MAP DEPICTION OF STATE PARCEL”

Map shows parcel 152 containing 48.77 acres



Lease Option Agreement is limited to a development envelope within APN 018-152-12 which is for the approximately 8.3 acre “development footprint” within the larger parcel.

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF THE OPTION PROPERTY

Legal Description

A portion of that certain real property, situate in the County of Marin, State of California, being conveyed to the State of California by deed recorded in Book U of Deeds, Page 598, Marin County Records, being described as follows:

COMMENCING at a standard 2" brass disk monument in well, stamped "RCE 12094" at the centerline of Cove road and the northerly right of way line of Sir Francis Drake Boulevard as shown in that record map of Drake's Cove, filed in volume 2004 of Maps at Page 240, Marin County Records;

Thence, South 50°42'11" East 86.57' to the most southerly corner of Parcel D as shown on said map "Drake's Cove" and the POINT OF BEGINNING of the parcel described herein;

Thence, from said point of beginning North 5°48'26" East 767.44' to a point on the line of the westerly boundary of the parcel described herein, also being the city limits of Larkspur as shown on that amended record of survey, filed in book 13 of surveys at page 60, Marin County Records;

Thence South 49°01'02" East 303.83';

Thence South 50°52'45" East 379.40';

Thence South 16°20'34" West 290.60';

Thence South 39°07'14" West 255.91';

Thence North 68°33'41" East 245.19' to the easterly right of way line of East Sir Francis Drake Boulevard;

Thence along said easterly right of way line of Sir Francis Drake Boulevard North 19°11'33" West 205.70';

Thence North 52°26'03" West 78.56' to the point of beginning.

Containing 8.32 acres, more or less, being a portion of APN 018-152-012

BASIS OF BEARING: Is the bearing between two found iron pipes on the northerly line of Sir Francis Drake Boulevard, North 84°12'00" West, shown as set 3/4" iron pipes on map entitled "Parcel Map of the Lands of Remillard in the City of Larkspur" recorded in Book 7 of Parcel Maps at Page 123, Marin County Records.

(Approximate)



Plot Apr 13, 2022 at 12:37pm



BKF ENGINEERS
 200 4th STREET
 SUITE 300
 SANTA ROSA, CA 95401
 (707) 583-8500
 www.bkf.com

201816-10_EXBT.dwg

COPYRIGHT © 2022 BKF ENGINEERS

For Review

04/13/2022 12:37:26 PM

JONATHAN SHATTUCK

PLS 8940



Subject EXHIBIT "A"
 Job No. 20201816-10
 By RHC Date 4/13/22 Chkd. _____
 SHEET 1 OF 1

(Approximate)

5.16.2022

EXHIBIT D
DEPICTION OF EHI PROPERTY AND EHP PROPERTY



EXHIBIT E
RIGHT OF ENTRY

(Attached)

5.16.2022

RIGHT OF ENTRY AGREEMENT

SAN QUENTIN AFFORDABLE HOUSING PROJECT

THIS RIGHT OF ENTRY AGREEMENT ("**Agreement**"), dated as of July 5, 2021 (the "**Effective Date**"), is made by and between the STATE OF CALIFORNIA ("**STATE**"), acting by and through the Director of the DEPARTMENT OF GENERAL SERVICES ("**DGS**"), with the consent of the CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR), Education Housing Partners, Inc., a California nonprofit public benefit corporation ("**EHP**"), and Eden Housing, Inc., a California nonprofit public benefit corporation ("**EHI**" and together with EHP, "**DEVELOPER**"). The STATE, EHP and EHI may be individually referred to herein as "**Party**" or collectively as the "**Parties**". Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined.

RECITALS

WHEREAS, STATE is the fee owner of that certain real property, together with all improvements located thereon, commonly referred to as San Quentin State Prison (Prison) located in San Quentin, California.

WHEREAS, STATE has identified developable bare land at the Prison property within Assessor's Parcel Number(s) 018-152-12 (Part), which is more particularly described and depicted in Exhibit A (the "**Property**"), attached hereto and by this reference made a part hereof.

WHEREAS, pursuant to that certain DGS Request for Proposal No.3_20 issued in accordance with the Executive Order N-06-19 (the "**RFP**"), DEVELOPER submitted a responsive bid proposal to the RFP ("**Developer's Bid Proposal**") and DEVELOPER was selected to develop and construct the affordable housing project proposed in Developer's Bid Proposal at the Property pursuant to a long-term ground lease (the "**Project**").

WHEREAS, DEVELOPER desires to develop and construct the Project as identified in Developer's Bid Proposal at the Property.

WHEREAS, DEVELOPER has requested entry onto the Property to perform activities as described herein in connection with the Project.

NOW, THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, it is mutually agreed between the STATE and DEVELOPER as follows:

AGREEMENT

1. **Right of Entry.** Upon the terms and subject to the conditions set forth in this Agreement, STATE does hereby grant to DEVELOPER and DEVELOPER's authorized employees, contractors, consultants, representatives, and agents (collectively, "**Developer's Representatives**") the non-exclusive right to enter and exit upon the Property, at reasonable times during ordinary business hours, to perform the following permitted activities at the sole cost and expense of DEVELOPER (collectively, the "**Permitted Activities**"):

(a) to conduct non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations to determine, among other things, if all needed entitlements can be procured in an acceptable form to develop and construct the Project as identified in DEVELOPER'S Bid Proposal at the Property) with respect to the Property as DEVELOPER may elect to make or maintain. Nothing herein shall authorize any subsurface testing or drilling on the Property by DEVELOPER or DEVELOPER'S Representatives unless specifically approved in writing by STATE, which STATE may condition or deny in its sole and absolute discretion. As a condition to this Agreement, DEVELOPER shall provide STATE, at no cost and without warranty as to correctness, copies of all reports, inspections, investigations, tests, studies and evaluations that were generated by DEVELOPER and/or by DEVELOPER's Representatives in accordance with this Agreement with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, studies, maps and engineering studies, lot studies and improvement plans.

(b) STATE reserves the right to approve or reject all activities on the Property (including Permitted Activities) in part or in whole. If STATE requests that a part or all of any activity be changed, DEVELOPER shall comply immediately with STATE'S request.

(c) At least two (2) days prior to the DEVELOPER accessing the Property (the "Notice Period") to perform any of the Permitted Activities, DEVELOPER shall submit the following information via email to Joshua.palmer@dgs.ca.gov:

- Requested access date (can be multiple days)
- Requested access time (start and finish)
- Company name (include subcontractors if any)
- Names of all personnel requesting access
- Specific location of inspection (cite area as identified on an attached map exhibit)

- Detailed description of the anticipated inspection

2. Term. The term of this Agreement shall commence on the Effective Date and end on July 5, 2022, or such longer period if agreed to in writing by STATE and DEVELOPER.

3. Early Termination. Either Party may terminate this Agreement at any time by giving written notice to the other Party at least thirty (30) days prior to the date when such termination shall become effective.

4. Compliance with Laws. DEVELOPER shall conduct said Permitted Activities in compliance with all applicable federal, state, and municipal statutes and ordinances, and with all applicable regulations, orders, and directives of appropriate governmental agencies (collectively, the “**Laws and Regulations**”), as such Laws and Regulations exist at the time of the Permitted Activities.

5. Restoration. DEVELOPER shall promptly return any portions of the Property damaged or altered by DEVELOPER and/or Developer’s Representatives to substantially the same condition which existed prior to conducting any inspections, investigations, tests and studies permitted in Section 1(a) above or elsewhere in this Agreement. In the event DEVELOPER fails to promptly restore Property in accordance with the preceding sentence, STATE may, in its sole and absolute discretion, restore the Property and all costs and expenses shall be paid immediately by DEVELOPER upon demand by STATE.

6. Mechanic’s Lien / Stop Notices – Removal of Liens. Although STATE believes that California law prohibits any mechanics’ lien from attaching to the Property, nevertheless, DEVELOPER shall not cause or permit any liens to attach or to be placed upon or encumber the Property or permit the filing of a stop notice against the STATE, arising from project equipment, project materials, or resulting out of any work performed by DEVELOPER or on behalf of DEVELOPER. If any such lien attaches, or stop notice is filed, DEVELOPER agrees to cause the lien and/or stop notice to be removed within ten (10) Business Days of notification thereof by the posting of a stop notice release bond or lien release bond, payment of the lien and/or stop notice lien or otherwise. If DEVELOPER fails to remove the lien within this time period, the STATE may undertake to cause such lien and/or stop notice to be removed and charge to DEVELOPER any costs and expenses incurred in connection with the removal of said lien. DEVELOPER agrees to hold harmless, defend and indemnify the STATE against all costs and expenses (including reasonable attorneys’ fees and court costs at trial and on appeal) incurred in discharging and releasing any such lien and/or stop notice.

7. Indemnity. Other than a violation or breach of the terms of this Agreement by STATE, DEVELOPER waives all claims against STATE, its agencies, departments, boards, commissions, officers, agents, and employees (collectively “**Indemnitees**”), for loss or damage caused by, arising out of, or in any way connected with DEVELOPER’s exercise of this Agreement. DEVELOPER shall protect, indemnify, and hold Indemnitees

harmless and defend Indemnitees, with counsel selected by Indemnitees, from and against any suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, reasonable attorneys' fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature, arising out of, in connection with or incidental to any injury to or the death of any person, or damage to any property arising out of, caused by, or resulting from (in whole or in part) the action or inaction of DEVELOPER and/or Developer's Representatives in connection with DEVELOPER's exercise of this Agreement. DEVELOPER's duty to defend the Indemnitees is separate from, independent of and free-standing of DEVELOPER's duty to indemnify the Indemnitees and applies whether the issue of either Parties' negligence, breach of contract or other fault or obligations has in any way been determined. The indemnity set forth in this section shall survive the termination of this Agreement until such time as action against the Indemnitees on account of any matter covered by this indemnity is barred by the applicable statute of limitations.

DEVELOPER shall cause such indemnification in favor of the Indemnitees to be inserted in each contract and/or agreement for the provision of services to DEVELOPER on the Property or entry onto the Property by DEVELOPER 'S contractors, subcontractors, consultants, representatives, and agents. DEVELOPER'S failure to comply with this indemnification provision shall be considered a material breach of this Agreement.

8. Waiver. DEVELOPER understands that the Property is located within proximity to an active, operational, outdoor firing range and State prison property commonly referred to as "San Quentin State Prison" (Prison). DEVELOPER knowingly and freely hereby assumes the inherent risks involved in the exercise of the rights herein even if arising from the negligence of CDCR or other agencies using the firing range, potential state inmate escape from the Prison or other safety risks originating from the Prison. Developer understands that there is a risk of injury or death due to DEVELOPERS presence within the proximity of the prison facility and firing range. DEVELOPER shall make deliberate and effective efforts to avoid activities within the Prison's proximity and agrees to comply with CDCR's instructions relative to public safety from safety risks emanating from the Prison.

DEVELOPER hereby releases and holds CDCR as well as its officers, directors, representatives, agents and/or employees, contractors, subcontractors or volunteers harmless WITH RESPECT TO ANY AND ALL INJURY, COSTS, LIABILITY, DISABILITY, DEATH and/or loss or damage to person or property incurred by DEVELOPER in connection with its presence at the Property or proximity to the Prison by unknowingly or accidentally entering the Prison operation's sphere of influence, including unsafe proximity to the firing range, to the fullest extent permitted by law.

9. Notices. All notices or other communications required or permitted hereunder shall be in writing, and sent by overnight courier, registered mail, telecopy or similar means, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the

address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

To DEVELOPER:
Eden Housing, Inc.
22645 Grand Street
Hayward, CA. 94541
Attention: Andrea Osgood

Education Housing Partners, Inc
39 Forrest St.
Mill Valley, CA. 94941
Attention: Bruce Dorfman

To STATE: **Department of General Services**
Real Estate Services Division
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Attention: Josh Palmer

10. Insurance. Prior to any entry onto the Property and/or commencement of the Permitted Activities under the terms of this Agreement, DEVELOPER and Developer's Representatives shall each, at their own expense, provide to STATE evidence of insurance as follows:

(a) Commercial General Liability. DEVELOPER and Developer's Representatives shall maintain commercial general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability naming the State of California, its officers, agents and employees as additional insured. The certificate of insurance and endorsements shall be delivered to the **Department of General Services, 707 3rd Street, MS 501, West Sacramento, CA 95605.** Said certificate of insurance and endorsements shall be issued by an insurance company with a rating of not less than A-X in Best's Insurance Guide. STATE reserves the right to review and reasonably adjust insurance requirements as necessary during the term of this Agreement.

(b) Workers' Compensation and Employers' Liability. DEVELOPER and Developer's Representatives shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Permitted Activities, including special coverage extensions where applicable, with employer's liability limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The policy shall contain a waiver of subrogation in favor of the State of California.

(c) Automobile Liability. DEVELOPER and Developer's Representatives shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

(d) General Requirements. DEVELOPER shall ensure that the following general requirements are met:

(i) Insurance companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

(ii) The certificates of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE.

(iii) All required insurance shall be in effect at all times during the term of this Agreement, all extensions thereof, holdover periods or any other occupancy of the Property by DEVELOPER and/or Developer's Representatives.

(iv) If insurance expires during the term of the Agreement, a new certificate must be received by STATE within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of this Agreement.

(v) DEVELOPER shall notify the STATE within five business days of DEVELOPER's receipt of any notice of cancellation or non-renewal of any insurance required by this Agreement.

(vi) DEVELOPER is responsible for any deductible or self-insured retention contained within the insurance program.

(vii) In the event DEVELOPER fails to keep in effect at all times the required insurance coverages, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(viii) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by STATE.

(ix) If DEVELOPER is self-insured in whole or in part as to any of the above described types and levels of coverage, DEVELOPER shall provide STATE with written acknowledgment of this fact at the time of the execution of this Agreement. STATE may require financial information to justify DEVELOPER's self-insured status. If, at any time after the execution of this Agreement, DEVELOPER abandons its self-insured status, DEVELOPER shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

(x) It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

11. Sublet and Assignment of Agreement. DEVELOPER shall not sublet, assign or allow any other use of the Property other than the Permitted Activities, or as

otherwise set forth in the Agreement.

12. Rights of Parties. This Agreement shall not be interpreted as creating any easement or any covenant or condition running with the land or any further right with respect to any related real property other than as specifically provided herein. The rights of DEVELOPER and its successors and assigns hereunder will be subordinate and subject to the rights of the holder of any mortgage, deed of trust, or other encumbrance against the Property now or hereafter granted or created by STATE against the Property.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

14. Amendments. This Agreement may be amended, changed, or modified only by written agreement executed by DEVELOPER and STATE. No waiver or any provision of this Agreement will be valid unless in writing signed by the party charged therewith.

15. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

16. Separate Counterparts and Photocopies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“pdf”) form or by any other electronic means shall constitute effective execution and delivery of this document and shall have the same effect as copies executed and delivered with original signatures.

17. Entire Agreement - This Agreement represents the full, complete, and entire agreement between the Parties with respect to the subject matter hereof. The Agreement shall not be in full force and effect except upon approval and signature on behalf of the Director of the Department of General Services.

[Remainder of Page Intentionally Left Blank]

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STATE OF CALIFORNIA
DIRECTOR OF DEPARTMENT OF GENERAL
SERVICES

By: _____
Jason Kenney, Deputy Director
Real Estate Services Division

EHI:
Eden Housing, Inc.,
a California nonprofit public benefit corporation

By: _____ Date: _____
Andrea Osgood
Vice President of Real Estate

EHP:
Education Housing Partners, Inc.,
a California nonprofit public benefit corporation

By: _____ Date: _____
Bruce Dorfman
Chief Executive Officer

CONSENT:

STATE OF CALIFORNIA
California Department of Corrections and Rehabilitation

By: _____
Dean L. Borg, Director
Facility Planning, Construction and Management

EXHIBIT A



Red arrow indicates approved access gate. Red dashed line establishes the upper most portion of the 'bowl' within which access is permitted.



Red line establishes the limit of allowed access. Access to the surrounding ridge is not permitted.

No other area of the CDCR San Quentin property is to be accessed without prior written permission.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STATE OF CALIFORNIA
DIRECTOR OF DEPARTMENT OF GENERAL
SERVICES

By: *Jason Kenney*
Jason Kenney (Sep 8, 2021 1:20:59 PDT)
Jason Kenney, Deputy Director
Real Estate Services Division

EHI:
Eden Housing, Inc.,
a California nonprofit public benefit corporation

By: Andrea Osgood Digitally signed by Andrea Osgood
Date: 2021.09.08 09:36:02 -07'00' Date: 09/08/2021
Andrea Osgood
Vice President of Real Estate

EHP:
Education Housing Partners, Inc.,
a California nonprofit public benefit corporation

By: Bruce Dorfman Digitally signed by Bruce Dorfman
Date: 2021.09.07 18:39:41 -07'00' Date: 09/06/2021
Bruce Dorfman
Chief Executive Officer

CONSENT:

STATE OF CALIFORNIA
California Department of Corrections and Rehabilitation

By: *Dean L. Borg*
Dean L. Borg, Director
Facility Planning, Construction and Management

Housing and Federal Grants Division 2021/2022 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM APPLICATION FOR FUNDING

Indicate type of project. If your project allows, you may apply under multiple categories.

CDBG Housing Rehabilitation

Organization (Fiscal Sponsor) General Information

Organization/Agency Name

Episcopal Community Services

Mailing Address

165 8th Street 3rd Floor
San Francisco, California, 94103

Website

www.ecs-sf.org

Organization DUNS#

151172095

Executive Director/CEO

Mary Elizabeth Stokes

Email Address

bstokes@ecs-sf.org

Phone Number

(415) 487-3300

Project General Information

Program/Project Name

1251 S. Eliseo

Program/Project Site Address

1251 S. Eliseo Drive
Larkspur, California, 94939

CDBG Year 1 Funding Amount Requested

500000

CDBG Year 2 Funding Amount Requested

500000

Application Contact Person

Kevin Kitchingham

Title of Contact Person

Director of Housing Development

Email Address

kkitchingham@ecs-sf.org

Phone Number

(415) 487-3300

Is this project located in a Special Flood Hazard Area as indicated by FEMA?

No

Planning Areas Served: Indicate what geographic area the requested funding will serve. Please indicate approximate % of services provided in each area. For Housing projects with current residents, please indicate where your project is located.

	% of Services Provided
Novato	32
San Rafael	29
County Other	39

Total Percentage

100

Is your organization receiving other County of Marin funding for this project?

Yes

Funding Source

General Fund

Funding Amount

7700000

Date Funding Received

Friday, November 12, 2021

Is your organization receiving any other County of Marin funding for this project?

No

Organizational Overview: Provide a brief description of your organization including mission, programs, number of clients served, etc. (Please limit to 3000 characters.)

Guided by a mission to help homeless and very low-income people every day and every night obtain the housing, jobs, shelter, and essential services each person needs to prevent and end homelessness, Episcopal Community Services (ECS) formed in 1983 and was formally recognized as exempt under section 501(c)(3) of the Internal Revenue Code in January 1990. Today, ECS is one of the region's

largest, most comprehensive providers of essential services to individuals and families experiencing homelessness and housing instability. On an annual basis, ECS impacts the lives of more than 10,000 individuals across seven core program areas: 1) coordinated entry for single adults experiencing homelessness in San Francisco; 2) permanent supportive housing; 3) scattered-site housing; 4) interim housing; 5) workforce development and social enterprise services; 6) behavioral health services; and 7) healthy aging services for older adults and adults with disabilities.

Project Description: Provide a detailed scope of work including services to be provided and/or development activities to be engaged. Describe how this project will benefit the community. (Please limit to 3000 characters.)

The former skilled nursing facility at 1251 S. Eliseo Drive will be renovated into 43 units of Permanent Supportive Housing for Chronically Homeless adults, plus one (1) manager's unit. The construction rehabilitation plan will be a substantial update of the existing 43 rooms into Single Room Occupancy units. Additionally, the large community kitchen will be reprogrammed into a shared kitchen for meal preparation and community events. Other former nurse stations, exam rooms, and the dining hall will be converted into program spaces for supportive services delivery onsite.

Describe how COVID-19 has impacted your organization and provide information on how your project is addressing COVID related challenges for both the organization and clients/consumers/tenants. (Limit to 3000 characters.)

1251 S. Eliseo will utilize monies established by the American Rescue Plan Act of 2021 (ARPA) within California's Coronavirus State Fiscal Recovery Fund (CSFRF) and made available through the California Department of Housing and Community Development's (HCD) Homekey Program.

With respect to COVID-19's impact to personnel and operations, ECS has been highly successful in preventing outbreaks until the most recent Omicron variant, which has resulted in higher rates of infection among staff and participants alike, particularly within congregate shelter programs. ECS is well positioned to address recent developments through well-established safeguards that mitigate disruptions to service delivery, isolate positives, curb continued transmission, and ensure successful recovery among those infected with the virus.

At large, given its expansive scale and responsibility as the leading homelessness assistance organization in San Francisco, ECS has been central to San Francisco's COVID-19 response since March 2020. As part of this role, ECS assumed operation of eight (8) Shelter-in-Place (SIP) hotels through the State's Project Roomkey initiative, which utilized a double-bottom-line approach that leveraged privately owned, vacant hotel units to shelter unhoused individuals vulnerable to COVID-19. Across these eight sites, ECS was directly responsible for safeguarding the health and well-being of nearly 1,000 individuals during the peak period of operation. As the lead operator of San Francisco's Adult Coordinated Entry, ECS has also been central to the site demobilization and rehousing effort that has been underway since late 2020, which has reduced stayers across the larger SIP portfolio. Further, ECS worked with its San Francisco partners in late 2020 to submit two applications to Homekey 1.0, both of which were awarded. This experience has continued to guide ECS' approach to 1251 S. Eliseo, beginning with its May 2021 application to the County of Marin to assume the role of Development Sponsor.

For Public Service projects, which community priority does your project align with? (check as many boxes as applicable)

Basic Health Services

Food Security

Housing Support Services

For Public Service projects, describe how your project aligns with these priorities. (Limit to 3000 characters.)

N/A

HUD National Objective to be served (check at least one)

Activities benefiting low and moderate-income persons. (LMI)

How will this project Affirmatively Further Fair Housing? (Please limit to 3000 characters.)

ECS will work in collaboration with the County of Marin to prevent and/or eliminate disparities in access and outcomes related to 1251 S. Eliseo. This work will begin immediately, and take place at each stage of the development lifecycle and continue throughout PSH operation. At the applicant recruitment level, individuals will be sourced from the County's coordinated entry system, which utilizes the VI-SPDAT assessment to prioritize for highest acuity. The County has taken significant measures to address potential biases in the assessment and larger coordinated entry process, which has included the election of BIPOC and persons with lived experience on the Coordinated Entry Steering Committee and the Homeless Policy Steering Committee of the Continuum of Care. ECS will work with the County to ensure that applicants prioritized for and referred to the Project do not disproportionately represent certain racial or ethnic groups over others. If such disparities are identified, recruitment criteria will be adjusted accordingly to ensure equal access.

With respect to tenant selection, ECS will work with the County and its property management subcontractor, Caritas Management Corporation, to ensure equitable access that screens individuals in rather than out. As an example, a history of eviction, which disproportionately impacts BIPOC, will not necessarily preclude a household from admission. ECS, the County and Caritas will continually monitor selection processes for bias, with evidence of such bias resulting in swift, jointly-developed remediation.

With respect to program operations, ECS has an unusually strong track record of involving and hearing the voices of those it seeks to serve. This has included practically every traditional approach to inviting consumer voice in service design and delivery. For the Project, these actions will minimally include: person-centered, client-directed case planning; tailored groups and activities; quarterly surveys; focus groups; "open door" policies; formal grievance procedures; suggestion boxes; "tenant council" support; and representative staffing.

At the outcomes-level, ECS will work with the County to ensure that BIPOC tenants are not disproportionately represented among lease violations, individuals facing eviction, or experiencing other forms of housing instability or negative outcomes. These issues may be identified through weekly staff meetings between onsite services and property management, and/or monthly operations meetings that additionally include leadership representation. Agendas for these meetings are structured with topic areas such as vacancies, rent collection, and larger "problem areas," i.e. behavioral health challenges, substance use issues, hoarding and cluttering, etc. These meetings are critical to addressing concerns as they arise with the goal of intervening and collaboratively problem-solving issues before they become crises impacting housing stability.

For more information about affirmative marketing, visit the [Marin County Federal Grants website](#) and scroll down to the Affirmative Marketing panel.

Describe how this project will conduct affirmative marketing to members of the Protected Classes under federal fair housing laws. (Please limit to 3000 characters.)

1251 S. Eliseo will be receiving residents that are referred through the County of Marin's Coordinated Entry System with units reserved for chronically homeless adults with incomes between 15% and 30% of the Area Median Income.

Approximately how many moderate, low, very low and extremely low-income persons will directly benefit from the program/project? Projects that support low-income persons will be prioritized. (Use the income level table found in the Application Guidelines document.)

	Number
Moderate Income	0
Low Income	0
Very Low Income	0
Extremely Low Income	43

Total Number of Persons by Income Demographic

43

How does your organization verify client income? (Income verification is required except if the client is presumed benefit by HUD. Presumed benefit applies to abused children, battered spouses, the elderly, adult persons with serious disabilities, the homeless, illiterate persons, and migrant farm workers (Please limit to 3000 characters.)

1251 S. Eliseo will target chronically homeless adults with incomes between 15% and 30% of the Area Median Income. Applicants will be referred through the County of Marin's Coordinated Entry System. All income, assets and disabilities claimed in the application will be verified in compliance with the requirements codified in the HUD Handbook 4350.3. Tenants will be recertified annually to confirm continued eligibility for assisted units.

Estimate the demographics of moderate, low, very low, and extremely low-income persons who will directly benefit from the program/project.

	Total Number of Persons	Number Identifying as Hispanic
American Indian or Alaskan Native	0	0
Asian	1	0
Black or African American	1	0
Native Hawaiian or Other Pacific Islander	1	0
White	32	0
American Indian and White	0	0
Asian and White	1	0
Black and White	0	0
American Indian and Black	0	0
Multi-Racial	7	7

Total Number of Persons

43

Total Number Identifying as Hispanic

7

Female-Headed Households (out of above total)

2

Persons with Disabilities (out of above total)

4

PROJECT MANAGEMENT & FINANCIAL DATA

If your project or organization was funded previously, list past project(s), goals, and accomplishments/activities using CDBG/HOME funds. (Limit to 3000 characters.)

n/a

If your agency has remaining CDBG/HOME funds previously approved, please describe the timeline for expending the fund balance. (Please limit to 3000 characters.)

n/a

Describe your organization's experience with administering federal grant programs. For Housing and Capital (construction and renovation) projects, what experience do you have with complying with Davis- Bacon prevailing wage requirements? (Please limit to 3000 characters.)

ECS' operating budget for the fiscal year ending June 30, 2022 is \$61.3 million. ECS manages multiple funding streams comprising government grants and contracts (90%); rental income (4%); contributed private income (4%); and earned income (2%). ECS has significant experience administering city, county, State and federal grant programs, including Project-Based Section 8, Continuum of Care, Emergency Solutions Grant, Homekey, Rental Housing Construction Program, and San Francisco's Local Homeless Operating Subsidy Program. Further, ECS has extensive experience operating PSH, including through acquisition, master-leasing and integration as lead service provider as part of large development teams. This core competency began with developing San Francisco's first new construction PSH project in 1994 and extends to the present day with Homekey. At present, ECS' PSH portfolio comprises more than 1,500 units serving over 2,000 formerly homeless individuals. ECS has developed more that 3,000 units over and operated over sixteen multifamily residential sites. The Housing Development Director at ECS has previously overseen Davis Bacon compliance for the entire construction portfolio at the San Francisco Mayor's Office of Housing & Community Development and has intimate experience working with Community Development Staff in local government to assist getting the wage determinations and ensuring certified payroll compliance.

Describe who will supervise and manage the project and their past experience with project management. (Please limit to 3000 characters.)

Kevin Kitchingham is the Director of Housing Development and will be the lead project manager Kevin has over 15 years of experience in affordable housing development. Over the course of his career, he has developed more than \$750 million worth of property, and leveraged more than \$500 million in outside sources. Immediately prior to joining ECS, Kevin worked with the San Francisco Mayor's Office of Housing and Community Development for a decade, most recently serving as the Senior Development Specialist. Kevin has a deep understanding of supportive housing development.

Describe any recent or upcoming leadership transitions. (Limit to 3000 characters.)

none

For Housing and Capital (construction and renovation) projects, list any entitlements, planning approvals, or authorizations that are necessary for the project to proceed and list those already received. (Please limit to 3000 characters.)

The project has already received a Notice of Exemption for CEQA. We will be submitting for a building permit the week of 02/04/22. The building permit is all that is required for this project from an administrative approvals perspective.

For Housing and Capital (construction and renovation) projects, what stage are you in? Select the current phase of the proposed project.

Cost Estimate

For HOME projects: Please describe how you will need the 25% funding match requirement? (Please limit to 3000 characters.)

The County of Marin has provided \$7,700,000 in commitments for development costs needed to acquire and construct the property.

For HOME projects: Describe your project's ability to pencil out with HOME Low Rents. (Limit to 3000 characters.)

We will be utilizing an award of project-based section 8 subsidy from the Marin Housing Authority which was awarded to our team on 11/16/2021.

For HOME projects: Are you applying as a Community Housing Development Organization (CHDO)?

No

For HOME projects: Have you been previously certified as a CHDO?

No

For Housing and Capital (construction and renovation) projects, what is your project timeline? List program/project objectives and milestones, along with an estimated timetable for reaching them. (The general tasks for a construction project are provided below; please add tasks as needed)

Define scope of work/finish design

Friday, October 1, 2021

Complete planning and environmental review

Thursday, October 14, 2021

Release bid package

Tuesday, March 1, 2022

Select contractor

Monday, November 15, 2021

Finalize contract

Tuesday, March 15, 2022

Obtain building permits

Tuesday, March 1, 2022

Start construction

Wednesday, March 16, 2022

Complete construction

Wednesday, March 15, 2023

Describe any flexibility regarding your projects start/completion date. (Limit to 3000 characters.)

The dates are fluid as we move through the Homekey process.

Required Attachments:

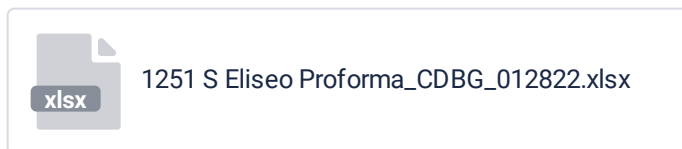
A. Project Budget: Complete the project budget template provided and submit along with application. If you have a project budget that provides the information requested in the template, you may submit that in-lieu of the template. Please note: the project budget should reflect the total cost of the project NOT just the CDBG/HOME request.

For Public Service projects: Project budgets should cover a 1-year time period only. Year two funding allocations will be based on the 1-year budget in relation to outcomes achieved and HUD funding levels.

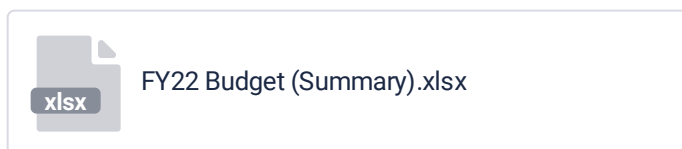
For Capital/Housing projects: Project budgets should be developed spanning a two-year time period, with specific outcomes and line items associated with each year. If your project has received planning approvals, has an environmental review on file, and is ready to move forward in a 1-year time frame please indicate so.

B. Organizational Budget: Upload your organization or fiscal sponsors annual budget.

Attach Project Budget



Attach Organization Budget



Signer Name

Kevin Kitchingham

Signer Title

Director of Housing Development

Signer Affirmation

By checking this box, I hereby certify that the information in this application is true and accurate to the best of my knowledge.

Capital and Housing Project Budget Template

Organization Name: Episcopal Community Services					
Project Title: 1251 S. Eliseo Permanent Supportive Housing					
Date: 01/31/22					
INCOME:	Federal Grants Request Year 1	Federal Grants Request Year 2	Other Funding Sources	In Kind	Total Proposed Project Income
<u>Committed</u>					
Foundations:					
Marin Community Fund	2,000,000				\$ 2,000,000.00
Tamalpais Foundation	200,000				\$ 200,000.00
					\$ -
<i>(Add rows)</i>					\$ -
Government:					\$ -
County of Marin HHS	4,500,000.00				\$ 4,500,000.00
					\$ -
<i>(Add rows)</i>					\$ -
Corporations:					\$ -
					\$ -
<i>(Add rows)</i>					\$ -
Individual Contributions: (list total):					\$ -
Earned Income:					\$ -
					\$ -
<i>(Add rows)</i>					\$ -
Other (specify):					\$ -
					\$ -
<i>(Add rows)</i>					\$ -
Subtotal, Committed Income			\$ -	\$ -	\$ 6,700,000.00
<u>Uncommitted</u>					
Federal Grants Request	\$ 500,000.00	\$ 500,000.00			\$ 1,000,000.00
Foundations:					
<i>(Add rows to list other Foundations)</i>					
Government:					
California Department of Housing and Community Development - Homekey	12,900,000				\$ 12,900,000.00
<i>(Add rows to list other Government agencies)</i>					
Corporations:					
<i>(Add rows to list other Corporations)</i>					
Individual Contributions:					
<i>(Add rows to list other Contributions)</i>					
Other (specify):					
<i>(Add rows to list others)</i>					
Subtotal, Uncommitted Income	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ 1,000,000.00
Other					
Earned Income:					
<i>(Add rows)</i>					
Subtotal, Earned Income			\$ -	\$ -	\$ -
Grand Total Income	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ 7,700,000.00

EXPENSES (Add rows to list other expenses)	Federal Grants Request Year 1	Federal Grants Request Year 2	Other Funding Sources	In Kind	Total Proposed Project Expenses
Direct Project Related Expenses					
Acquisition					
Purchase price	\$ 11,000,000.00				\$ 11,000,000.00
Title/Recording/Escrow	\$ 154,200.00				\$ 154,200.00
Broker	\$ 220,000.00				\$ 220,000.00
Pre-development					
Architecture & engineering	\$ 199,500.00	\$ 500,000.00			\$ 699,500.00
Environmental Audit (Inc Phase 1)	\$ 100,000.00				\$ 100,000.00
Market Study					
Entitlements/Zoning	\$ 210,000.00				\$ 210,000.00
General Development					
Unit Construction/Rehabilitation	\$ 4,840,950.00				\$ 4,840,950.00
Hard Cost Contingency	\$ 749,075.00				\$ 749,075.00
Legal/ Insurance	\$ 190,000.00				\$ 190,000.00
Operating and Replacement Reserves	\$ 304,375.00				\$ 304,375.00
Soft Costs	\$ 1,131,900.00				\$ 1,131,900.00
Subtotal, Direct Project Related Expenses	\$ 19,100,000.00	\$ 500,000.00	\$ -	\$ -	\$ 19,600,000.00
Developer Fee (specify % in column A below)					
5%					\$ 1,000,000
Fiscal Sponsorship Fee (specify % in column A below)					
0.00%					\$ -
Grand Total All Expenses					\$ 20,600,000.00

EPISCOPAL COMMUNITY SERVICES OF SAN FRANCISCO
 FISCAL YEAR 2022 - FINAL BUDGET
 Finance Committee meeting - 9-16-2021

July 1, 2021 - June 30, 2022

FINAL BUDGET

	FISCAL YEAR 2022 TOTAL ECS
SUPPORT AND REVENUE	
Private Revenue designated	438,773
Private Revenue not designated	2,378,033
Rental Income	2,481,697
Program Income	61,300
Housing program income	1,247,473
Subtotal - NON GOVERNMENT REVENUE	6,607,276
PPP forgiven loan/Grant	3,374,200
FEMA	9,125,445
HUD/SHP	1,312,417
Mayor's Office of Housing & Community Developm	571,183
State of California	1,394,240
Dept of Homelessness & Supportive Housing	38,330,173
Adult Probation Department	216,000
Human Services Agency	256,287
Department of Disability & Aging Services	1,038,102
Governor's Office of Business & Economic Dev	125,505
Department of Public Health	1,235,000
Subtotal - GOVERNMENT REVENUE	56,978,552
TOTAL - SUPPORT AND REVENUE	63,585,827
EXPENSES	
Salaries	26,300,534
Payroll Taxes	2,297,888
Retirement	727,810
Health Insurance	4,550,135
Workers Compensation	1,652,862
Subtotal - ECS COMPENSATION	35,529,229
Vacancy factor	(1,894,026)
Salary Adjust/Longevity	350,000
Benefit Adjust	(615,221)
Salary Increase	279,475
Benefits-salary increase	49,794
Subtotal - ECS COMPENSATION CHANGE	(1,829,979)
Contract Staffing	3,015,498
Contract Benefits	715,608
Total - ECS COMPENSATION	37,430,356

EPISCOPAL COMMUNITY SERVICES OF SAN FRANCISCO
FISCAL YEAR 2022 - FINAL BUDGET
 Finance Committee meeting - 9-16-2021

July 1, 2021 - June 30, 2022

FINAL BUDGET

	FISCAL YEAR 2022
	TOTAL
	ECS
OPERATING EXPENSES	
Subcontractor: CHEFS-Kitchens	0
Subcontractor: Meal Delivery	965,196
Recruitment Expense	258,031
Professional Fees	2,039,091
Consultants	235,000
Legal	107,504
Subcontractor Expense	343,970
Program Supplies	260,088
Client Supplies	372,454
Client Stipends/Hsg Assistance/Money Mgmt	734,583
Rental Subsidies/Rental Deposits	4,517,224
Stipends/InterFaith	14,500
Food Expense	686,892
Food - Food Bank	18,746
Food & Food Service Supplies	62,800
Office Supplies	331,014
Postage	15,804
Telecommunications	408,453
Furniture & Equipment	67,363
IT Equipment	90,147
Printing Expenses	19,533
Copier Expenses	142,411
Marketing Expense	17,300
Special Events	175,000
Rent	7,758,518
Utilities	873,943
Pest Control	101,622
Trash Removal	380,734
Cleaning Supplies	25,500
Maintenance Supplies	621,709
Maintenance Services	308,452
Elevator Maintenance	131,978
Plumbing & Electrical Repairs	5,765
Equipment Repairs	197,524
Insurance	283,800
Program Facilities Allocation	123,251
Auto/Gas/Oil/Maint	22,934
Automobile Lease Payments	30,000
Staff Training	193,258
Staff Recognition	27,000
Business Meals/Expenses	11,750
Meeting Supplies	41,234
Staff Transportation (Local)	108,200
Staff Travel/Meals (Out of Area)	73,520
Conferences	56,190
Miscellaneous Employee Gifts	7,800
Bank Fees/Bankcard Fees	18,500
Fees and Licenses	320,381
City Taxes	400
Interest Expense - FRB	133,200
Membership Dues and Fees	46,337
Miscellaneous Expense	2,000
Depreciation	100,000
Subtotal - OPERATING EXPENSES	23,888,603
TOTAL EXPENSES BEFORE G & A	61,318,960
G & A Allocation	0
TOTAL EXPENSES	61,318,960

EPISCOPAL COMMUNITY SERVICES OF SAN FRANCISCO
 FISCAL YEAR 2022 - FINAL BUDGET
 Finance Committee meeting - 9-16-2021

July 1, 2021 - June 30, 2022

FINAL BUDGET

	FISCAL YEAR 2022 TOTAL ECS
AGENCY INCOME (LOSS)	2,266,868
Plus depreciation	100,000
OPERATING INCOME (LOSS)	2,366,868
Restricted Grants/Future Funds (out of reserves)	1,007,332
PPP Grant (into reserves)	(3,374,200)
NET OPERATING INCOME (LOSS)	(0)



Zone AE
(EL 10)

CITY OF
LARKSPUR
065040

06041C0458F
eff. 3/16/2016

Zone AE

Corte Madero Creek

Zone AE
(EL 10)

Esri, USDA Farm Service Agency



ECS
1251 S. Eliseo (Larkspur)
SOURCES AND USES

SOURCES OF FUNDS

Sources of Funds: Permanent

	Amount	Term
Local Funds (County)	\$ 4,500,000	Grant
Marin Community Fund	\$ 2,000,000	Grant
Homekey	\$ 12,900,000	Grant
Tamalpais Foundation	\$ 200,000	Grant
CDBG/HOME	\$ 1,000,000	2 year cycle
Total	\$ 20,600,000	
Surplus/Gap	\$ -	

Sources of Funds: Construction

	Amount	Term
Homekey	\$ 12,900,000	Grant
Marin Community Fund	\$ 2,000,000	Grant
Tamalpais Foundation	\$ 200,000	Grant
Local Funds (County)	\$ 4,500,000	Grant
CDBG/HOME	\$ 1,000,000	2 year cycle
Total	\$ 20,600,000	
Surplus/Gap	\$ -	

USES OF FUNDS

	Total Project Cost	Comments/Notes
LAND COST/ACQUISITION		
Land cost or value	11,000,000	
Broker Fees	220,000	
Total land cost or value	11,220,000	
Total acquisition costs	11,220,000	
REHAB CONSTRUCTION		
Structures	4,400,000	\$100k per door
General conditions (incl.security)	-	IN ABOVE
Contractor fee	-	IN ABOVE
Site Work	130,950	
Asbestos removal	95,000	
Design contingency	215,000	5%
Total new construction costs	4,840,950	
ARCHITECTURAL FEES		
Design	250,000	
Construction Administration	115,000	CA during construction
Civil Engineering	334,500	Flood Plain Mitigation Civil and PML
Total architectural costs	699,500	

Perm Financing Fees

Loan interest	-	
Lender counsel	15,000	paid by applicant
Insurance	175,000	
Title and recording	154,200	
Total const. interest and fees	344,200	

RESERVES

Replacement Reserves	44,000	\$1000 per unit
Capitalized operating reserves	260,375	3 months of oper exp, replacement res

Total reserve costs

304,375

Total const contingency costs

749,075 15% HC

OTHER

Environmental Audit	100,000	allowance
Local dev impact fees (school)	60,000	residential * \$2.24 / sqf
Permit Processing Fees	150,000	Rehab
Capital fees	350,000	estimate based on engineering
Owners Rep	115,000	construction management
Security	75,000	
Special Inspections	180,000	allowance
Marketing/Start Up	80,000	\$1K per unit
Furnishings	129,000	\$2K per unit for unit furnishings, plus \$1K per unit common
Appraisal Costs	4,500	
Soft cost contingency	198,400	~10% of soft costs, except construction int, res, dev fee

Total other costs

1,441,900

Subtotals

19,600,000

Total Project Cost

DEVELOPER COSTS

Developer Fee	1,000,000	
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Total developer costs

1,000,000

TOTAL PROJECT COST

20,600,000

ECS
1251 S. Eliseo (Larkspur)
30-YEAR OPERATING PROFORMA

ASSUMPTIONS	
total number of units, incl. Mgrs	44
Increase in gross income	2.50%
Increase in operating expense	2.50%

INCOME		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Restricted Rents		\$ 25,800	\$ 26,445	\$ 27,106	\$ 27,784	\$ 28,478	\$ 29,190	\$ 29,920	\$ 30,668	\$ 31,435	\$ 32,221	\$ 33,026	\$ 33,852	\$ 34,698	\$ 35,566	\$ 36,455
Residential rent (MHA Vouchers)	SRO @ \$1,762	\$ 883,392	\$ 905,477	\$ 928,114	\$ 951,317	\$ 975,099	\$ 999,477	\$ 1,024,464	\$ 1,050,075	\$ 1,076,327	\$ 1,103,236	\$ 1,130,816	\$ 1,159,087	\$ 1,188,064	\$ 1,217,766	\$ 1,248,210
Homekey Subsidy (1400x42)	\$ 2,167,200	\$ 687,850	\$ 704,496	\$ 721,558	\$ 430,000											
Services Subsidy (County/BH)	\$ 9,726,065			\$ -	\$ 309,047	\$ 756,974	\$ 775,348	\$ 794,182	\$ 813,486	\$ 833,273	\$ 853,555	\$ 874,344	\$ 895,653	\$ 917,494	\$ 939,881	\$ 962,828
Laundry and misc		\$ 2,640	\$ 2,706	\$ 2,774	\$ 2,843	\$ 2,914	\$ 2,987	\$ 3,062	\$ 3,138	\$ 3,217	\$ 3,297	\$ 3,379	\$ 3,464	\$ 3,551	\$ 3,639	\$ 3,730
Residential Vacancy loss	2.50%	\$ (22,085)	\$ (22,637)	\$ (23,203)	\$ (23,783)	\$ (24,378)	\$ (24,987)	\$ (25,612)	\$ (26,252)	\$ (26,908)	\$ (27,581)	\$ (28,271)	\$ (28,977)	\$ (29,702)	\$ (30,444)	\$ (31,206)
Effective gross income		\$ 1,577,597	\$ 1,616,487	\$ 1,656,348	\$ 1,697,207	\$ 1,739,088	\$ 1,782,015	\$ 1,826,016	\$ 1,871,116	\$ 1,917,343	\$ 1,964,727	\$ 2,013,295	\$ 2,063,078	\$ 2,114,105	\$ 2,166,407	\$ 2,220,017
EXPENSES																
	per unit															
Total Administration	\$ 6,818	\$ 300,000	\$ 307,500	\$ 315,188	\$ 323,067	\$ 331,144	\$ 339,422	\$ 347,908	\$ 356,606	\$ 365,521	\$ 374,659	\$ 384,025	\$ 393,626	\$ 403,467	\$ 413,553	\$ 423,892
Total Utilities	\$ 6,826	\$ 300,336	\$ 307,844	\$ 315,541	\$ 323,429	\$ 331,515	\$ 339,803	\$ 348,298	\$ 357,005	\$ 365,930	\$ 375,079	\$ 384,455	\$ 394,067	\$ 403,919	\$ 414,016	\$ 424,367
Total Maintenance	\$ 5,341	\$ 235,000	\$ 240,875	\$ 246,897	\$ 253,069	\$ 259,396	\$ 265,881	\$ 272,528	\$ 279,341	\$ 286,325	\$ 293,483	\$ 300,820	\$ 308,340	\$ 316,049	\$ 323,950	\$ 332,049
Services	\$ 11,519	\$ 506,850	\$ 519,521	\$ 532,509	\$ 545,822	\$ 559,468	\$ 573,454	\$ 587,791	\$ 602,485	\$ 617,548	\$ 632,986	\$ 648,811	\$ 665,031	\$ 681,657	\$ 698,698	\$ 716,166
Asset Management / Investor Services Fee	\$ 455	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Total Taxes and Insurance (Inc extedned Flood Cove	\$ 4,380	\$ 192,700	\$ 197,518	\$ 202,455	\$ 207,517	\$ 212,705	\$ 218,022	\$ 223,473	\$ 229,060	\$ 234,786	\$ 240,656	\$ 246,672	\$ 252,839	\$ 259,160	\$ 265,639	\$ 272,280
Total expenses	\$ 35,338	\$ 1,554,886	\$ 1,593,258	\$ 1,632,590	\$ 1,672,904	\$ 1,714,227	\$ 1,756,583	\$ 1,799,997	\$ 1,844,497	\$ 1,890,110	\$ 1,936,862	\$ 1,984,784	\$ 2,033,903	\$ 2,084,251	\$ 2,135,857	\$ 2,188,754
NET OPERATING INCOME		\$ 22,711	\$ 23,229	\$ 23,759	\$ 24,303	\$ 24,861	\$ 25,432	\$ 26,019	\$ 26,618	\$ 27,234	\$ 27,865	\$ 28,512	\$ 29,175	\$ 29,854	\$ 30,550	\$ 31,263
Replacement reserve	\$500 pupa	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000
NET CASH FLOW		\$ 711	\$ 1,229	\$ 1,759	\$ 2,303	\$ 2,861	\$ 3,432	\$ 4,019	\$ 4,618	\$ 5,234	\$ 5,865	\$ 6,512	\$ 7,175	\$ 7,854	\$ 8,550	\$ 9,263

ECS
1251 S. Eliseo (Larkspur)
RESIDENTIAL INCOME/UNIT MIX

Util Allow	SRO	included
(elec,gas,etc.)	0 BR	included
	1 BR	included
	2 BR	included
	3 BR	included

Util Allow	SRO	master metered	
(elec,gas,etc.)	0 BR	217.00	-
	1 BR	242.00	
	2 BR	n/a	n/a
	3 BR	n/a	

MAX RENTS *Assume HCD max

UNIT TYPE	NUMBER	*MAX 50% AMI RENT	MHA Payment Standard (HCV)	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
SRO	43	n/a	\$ 1,762.00	\$ -	\$ 1,762.00	\$ 75,766.00	\$ 909,192.00
TOTAL	43					75,766	909,192

MAX RENTS *Assume HCD max

UNIT TYPE	NUMBER	*MAX 50% AMI RENT	MHA Payment Standard (HCV)	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
0 BR	0	\$ 1,598.00	\$ 2,115.00	\$ -	\$ 1,381.00	\$ -	\$ -
TOTAL	0					-	-

MAX RENTS *Assume HCD max

UNIT TYPE	NUMBER	*MAX 50% AMI RENT	MHA Payment Standard (HCV)	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	0	\$ 1,713.00	\$ 2,631.00	\$ -	\$ -	\$ -	\$ -
TOTAL	0					-	-

MANAGER UNIT

UNIT TYPE	NUMBER	*MAX 50% AMI RENT	MHA Payment Standard (HCV)	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	1	\$ 1,713.00	\$ 2,631.00	N/A	\$ -	\$ -	\$ -
TOTAL	1					-	-

TOTAL RENT	44					75,766	909,192
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MISCELLANEOUS INCOME

	NUMBER	PER-UNIT MONTHLY	TOTAL MONTHLY (NET)	TOTAL ANNUAL
Laundry	43	7	301	3,612

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Habitat for Humanity Greater San Francisco

Website URL

<https://habitatgsf.org>

DUNS

79-418-2329

Mailing Address

300 Montgomery Street, Suite 450
San Francisco, California, 94104

Project Contact Name

Ashley Spooner-Choi

Title

Public Funding & DRE Manager

Email Address

aspoonerchoi@habitatgsf.org

Phone Number

(415) 625-1015

Executive Director Name

Maureen Sedonaen

Executive Director Email Address

msedonaen@habitatgsf.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

Habitat for Humanity Greater San Francisco (HGSF) builds homes and sustains affordable homeownership opportunities for families in Marin, San Francisco, and San Mateo counties. Our values focus on building partnerships, equity, stability, and legacy. A 501(c)(3) organization and one of 1,000+ registered U.S. affiliates of Habitat for Humanity International, HGSF has provided homeownership opportunities for over 260 local families in the past 30+ years. We remain one of the only affordable homeownership providers in our area serving households earning below 80% of the Area Median Income (AMI). While we focus on 40%-80% AMI, we retain the flexibility to serve up to 120% AMI if project economics and market demographics demand.

We take a multi-disciplinary approach to homeownership, acting not only as homebuilder and mortgage company, but also educator and long-term partner. For our new construction program, HGSF serves as the general contractor building new, deed-restricted, affordable ownership housing. We also practice a repurchase program where local Habitat homeowners sell their home back to the affiliate. We remodel the home and sell to another qualified homebuyer. HGSF holds an active contractor's license and our construction team consists of experienced trade professionals and apprentices. HGSF is committed to training the next generation of construction experts. Homeownership Services staff shepherd candidate homebuyers through the homebuying process and manage all home purchases. In the past ten years we have completed 100 new affordable ownership units and resold over a dozen additional homes.

With the support of community, philanthropic, corporate, and public investment, we provide a rare opportunity for local families: to own a home with zero down payment, 0% interest, and a 15-40 year mortgage, with monthly housing payments set at no more than 30% of household income. First-time homebuyers contribute 500 hours of "sweat equity" to build their future homes and those of their neighbors.

Habitat Redwood Blvd will be managed by a team of industry professionals with decades of experience in homebuilding and affordable housing. CEO Maureen Sedonaen brings over 30 years leadership experience in the Bay Area and holds strong connections across Marin County. Sedonaen was named one of San Francisco Business Times, "Most Influential Women in Bay Area Business" in 2015. VP of Real Estate Development Constanza Asfura-Heim brings over 20 years experience to help HGSF execute the organization's ambitious growth plans to double homebuilding efforts by 2025. She has several years experience in affordable housing, community-oriented development, and sustainable green building design. Sr. Project Manager Doug Fowler has over a dozen years of experience in the affordable housing field and has worked in various project management roles across the county, including work with multiple Habitat for Humanity affiliates. Throughout his career, Doug has developed an expertise in sustainable building practices and has certified projects through USGBC's LEED program, Energy Star, and National Green Building Standard. VP of Construction Jim Feely brings over 40 years of expertise in all facets of the industry. He has overseen the production of over 2,600 homes in the Bay Area.

Have there been any recent or upcoming leadership transitions?

HGSF's Real Estate Development (RED) team looks to double the organization's production of affordable housing across Marin, San Francisco, and San Mateo counties in the coming years. To further support this objective, additional staff have been hired in all departments to increase capacity. Additional Fund Development staff and a new Public Funding Assistant have been brought on to support the additional cost of this growth in production. Our Operations and Homeownership Services teams have grown in anticipation of a large influx of new homebuyers. A new Real Estate Project Manager and Assistant Project Manager have joined the team as well. The Construction department has recently restructured to include a new Sr. Director of Construction.

As HGSF's former VP of Construction, this individual provides years of experience overseeing Habitat construction sites and will be an integral part of the success of Habitat Redwood Blvd. This transition has allowed the organization to bring in a new VP of Construction with over 40 years of industry expertise to oversee the affiliate's deep construction pipeline. Additional Construction Project Managers and Engineers have joined as well. The team is currently re-strategizing in order to improve our efficiency and efficacy as we begin multiple new projects. When construction begins on Habitat Redwood Blvd, we plan to hire additional construction staff to focus solely on this project. The Board of Directors of HGSF continues to grow and represents a variety of backgrounds and industries. We have experts in the legal and real estate fields as well as finance and marketing professionals on our board. HGSF is committed to diversity, equity, and inclusion for staff, homeowners, and community. This DEI-focused mindset also applies to our board recruitment and training. We have started the process of evaluating our board composition, focus, and strategic thinking over the last few years. We have become more intentional in recruiting for board demographic diversity, welcome differing points of view into boardroom deliberation, and establishing racial equity as one of the guiding principles in our work. We continue to work hard to increase the gender and racial diversity of our board.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

HGSF's Real Estate Development team looks to double the organization's affordable housing production in the coming years and our organizational chart has expanded significantly, increasing the capacity of all departments. Of note, an additional Real Estate Project Manager and Assistant Project Manager, a Public Funding Assistant, and numerous new Construction Managers have joined the organization. The Fund Development, Homeowner Services, and Operations departments have all expanded to ensure we are able to maintain a steady development pipeline. The Construction department is currently re-strategizing in order to improve efficiency and efficacy as we begin multiple new projects. When construction begins on Habitat Redwood Blvd, we plan to hire additional construction staff to focus solely on this project.

Over the past several years, we have seen the projected budgets for most of our new developments rise dramatically. Inflation, supply chain disruptions, and labor scarcity in the local market have driven this price upward. However, HGSF has identified the required resources to fund the ambitious development of Habitat Redwood Blvd and we continually look for ways to improve.

If applicable, what is the organization's standing with licensing or other accreditation authorities?

HGSF holds a Certificate of Good Standing from the Secretary of State of the State of California and an Entity Status Letter confirming tax exempt status and good standing with the California Franchise Tax Board. Our construction leadership has over 60 years' combined experience in the industry. HGSF holds an active contractor's license and our construction team consists of experienced trade professionals and apprentices. HGSF is committed to training the next generation of construction experts. Homeownership Services staff shepherd candidate homebuyers through the homebuying process and process all home purchases in partnership with a title company. All homeownership staff are trained in the Fair Housing Act, Equal Credit Opportunity Act, Americans with Disability Act, Fair Credit Reporting Act, Truth in Lending Act, Secure and Fair Enforcement for Mortgage Licensing Act, and Unfair, Deceptive and Abusive Acts of Practices. Multiple employees on staff are Qualified Loan Officers, having successfully completed the rigorous certificate program of Habitat for Humanity International.

How does your organization verify client income?

Habitat Redwood Blvd applicant families must be first-time homebuyers earning 40-120% HUD adjusted area median income (AMI) and will be considered for ownership via a lottery. At least 40 of the 80 units in the project will be restricted to low-income households earning up to 80% AMI. HGSF includes all household income earners over the age of 18; if a household member does not earn income, they must provide an affidavit stating as such. HGSF requests income documents, including W2, 1099, and tax returns from the previous two years, as well as paystubs from the past three months. Additionally,

homebuyer applicants provide statements from the previous three months for all financial accounts, including checking, savings, and money market, as well as retirement accounts such as IRA, 401k, and 403(b) accounts. HGSF requests award letters for additional income, such as social security and pension, and compares them directly with bank statements. HGSF may require additional documentation depending on the income source. Employment, along with pay rate and YTD earnings, is verified by contacting previous and current employers. For applicants who have not filed tax returns, HGSF requires form 4506T be signed by the applicant and submitted to the IRS, who then provides tax return transcripts to the applicant for submittal to HGSF.

HGSF consults with a third-party lender who reviews all documentation in the applicant file and performs their own income qualification. Once the families are officially homeowners, HGSF no longer verifies income and changes will not affect homeownership status with HGSF so long as the family continues to make mortgage payments as agreed.

General Project Information

Project Name

Habitat Redwood Blvd.

Project Address

8161 Redwood Blvd.
Novato, California, 94945

Assessor's Parcel Number (APN)

125-580-25

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

HTF/PLHA Amount Requested

\$2,000,000

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

Habitat Redwood Boulevard is the largest affordable homeownership opportunity in Marin and provides safe, sustainable housing to underserved communities. The project is characterized by 80 homes in 23 buildings with a proposed density of 10 Dwelling Units Per Acre (DUA). Anticipated to be developed in two major land development phases, the work will take several years to complete. Designs reflect the area's rural nature and feature an oval layout surrounding central open space. Amenities include play areas, dog park, and community gardens.

Each new home provides ample storage space, multiple bathrooms, laundry facilities, and high-quality, durable finishes. The project will meet or exceed all state and federal accessibility requirements and make all reasonable accommodations as required by law for homebuyers with hearing, visual, or mobility impairments. Since project conception, we have striven to benefit the local community. Leveraging our reputation as a leader in affordable housing, we've secured a highly skilled team of dedicated consultants.

At least 50% of the homes will be sold to low-income households below 80% AMI, with 10% set aside

for below 65% AMI. The remaining 50% of the homes will be sold to moderate-income families earning 80-120% AMI, with 10% set aside for under 90% AMI. Prior to Final Map recordation, HGSF will execute an Affordable Housing Agreement with the City of Novato. Deed restrictions will ensure all homes remain affordable in perpetuity and the project will help the City meet RHNA obligations.

The project has secured multiple sources of funding and has targeted many others. Existing County sources have been or will be used primarily for predevelopment costs with our HOME award supporting early construction costs. A requested CalHome Development Project Loan will be used for permits, fees, and onsite improvements. This HTF/PLHA request will support horizontal construction while targeted FHLB AHP awards will help close the construction cost gap. Future CalHome Mortgage Assistance and other public funding will fill the gap between the affordable first mortgage and sales price.

Our team will pursue partnerships with local organizations and community groups to best market the project to potential buyers. Providing this rare opportunity to low-income families historically excluded from homeownership is the core mission of our organization. Nearly 90% of HGSF's partner homebuyers identify as Black, Indigenous, or People of Color (BIPOC).

HGSF strives to build homes that are healthy, feature low utility bills, and are durable for homeowners while reducing our impact on the environment. Habitat Redwood Blvd will be certified in the GreenPoint Rating system and the Department of Energy's Zero Energy Ready program. To achieve this certification, a 3rd party inspector will review our plans and confirm the homes are built to meet all aspects of these programs.

Sustainability features currently include rooftop solar panels, advanced insulation packages, an Energy Recovery Ventilation system, low-emitting finishes, durable materials, and low-use water fixtures. All exterior lighting will be dark sky compliant as required by entitlements. HGSF commits to build 100% electric communities generating a lower carbon footprint, and increased safety and public health.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

The property is a 13.6-acre parcel of undeveloped land to be donated to HGSF by the current landowner, with whom we have a Nondisclosure Agreement (NDA). We can share that we signed an enforceable Donation Agreement in August 2022 and are making final preparations for the property transfer to take place per that agreement. The site contains utility infrastructure and previously contained an auto repair facility which has since been removed and remediated. There are currently no existing structures on the parcel.

The team has worked diligently to ensure the smooth processing of our entitlement package with the City of Novato. The following milestones and approvals have been reached: Novato Planning Commission approval (October 2021), Novato City Council approval (January 2022), Mitigated Negative Declaration filed with Secretary of State (January 2022), Grading Permit submitted to Novato Engineering Department (March 2022), Encroachment Permit submitted to Novato Engineering Department (September 2022), Building Permit submitted to Novato Building Department (October 2022).

Over the next 12 months we anticipate processing required permits and agreements with City & Agencies. This includes receiving our Improvement & Encroachment Permits, Final Map approval, and Residential Building Permit. We will also receive required permits from local agencies, including the North Marin Water District, Novato Sanitary District, Novato Fire District, and Caltrans. Work with PG&E has begun for electrical power infrastructure. During these permit submittals, we will continue refining project plans with the design team, responding to comments from the City and Agencies, and developing final Construction Documents that are consistent and approved by all relevant parties. Our goal is to have all engineering permits secured in 2023, allowing us to take additional steps like receiving final pricing, signing a contract with a horizontal development contractor, and beginning pre-construction mobilization onsite.

HGSF's real estate team dedicated countless hours working with local and state agencies to secure required regulatory permits and meet all local design and development standards for the project. All discretionary and regulatory approvals have been received. During the zoning approval phase, our team worked alongside the Novato Sanitary District, the North Marin Water District, the Marin County Airport

Land Use Commission, and the Novato Fire District to ensure the project was approved by all required parties. During the discretionary approval period, HGFS received support from neighbors and community partners in Novato and Marin County, including several letters of approval. Partners and advocates include Novato community members, HGFS volunteers, Buck Institute for Research on Aging, Homeward Bound of Marin, and North Marin Community Services.

We have been awarded \$570k from the Housing Trust as well as \$235k in CDBG and \$300k in HOME funds from the County. This February we submitted another CalHome PDL application and are confident the request is competitive. To date, we have successfully secured over \$2.3 million in private funding, including assistance from the Tamalpais Pacific Foundation and \$1.9 million from the Marin Community Foundation.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

The Habitat Redwood Blvd property is bordered to the east by the Novato Days Inn, Redwood Blvd, and Highway 101; to the south by the Buck Center for Research on Aging; to the north by the old Birkenstock facility; and immediately to the west by Buck Center open space with homes and Olompali State Park beyond. The property is within half of a mile of multiple transit lines at the Novato San Marin SMART Station. This station provides service north to the Sonoma County Airport and south to Larkspur which connects to the Golden Gate Ferry. Golden Gate Transit and Marin Transit also serve stops located near the San Marin Station. Future expansion efforts will extend the SMART system to Cloverdale in northern Sonoma County. There are several other new construction projects in various stages of development within one mile of the project site, including market-rate residential, commercial, and mixed-use developments.

The project's design aims to reflect the rural farming nature of the surrounding area, set around common greens and courtyards. The site itself is laid out in an oval pattern around a central open space, crossed by pathways and gathering areas. The design team has worked to provide many amenities to this new community, including multiple play areas, a small amphitheater for events, a dog park, community gardens, trails and pathways, seating areas, benches and tables, and neighborhood meeting areas. HGFS will provide future families every opportunity to create and grow a thriving community at Habitat Redwood Blvd.

The development is located less than two miles from downtown Novato and provides access to many transit options and community amenities. The following amenities are located within three miles of the property.

- Trader Joe's
- Whole Foods Market
- Safeway
- Downtown Novato Community Farmer's Market
- Novato Unified School District
- St Francis Preschool
- Olive Elementary School
- Novato Library
- Marion Park
- Stafford Grove Park
- Novato Family Dental Care

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Flood zone

No known environmental issues

Notes or clarifying information on environmental issues:

Habitat has completed extensive environmental review of the project and concluded that no severe

adverse conditions are present at the jobsite. Our team completed a Phase I Environmental Assessment plus two subsequent limited soiling sampling exercises. These three studies concluded that the site is acceptable for residential development and were provided to the City of Novato during the CEQA and zoning approval process. Aspects of the property are in a flood zone, but no residential structures are in identified flood zones.

The project completed the CEQA process with the City of Novato acting as the lead agency. An Initial Study/Mitigated Negative Declaration was approved by the Novato City Council in January of 2022 and a Notice of Determination was filed. The appeals window has since closed. The County of Marin has begun the NEPA process as required for a previous HOME funding award for the project.

Have you begun any state or federal environmental review procedures for the proposed project?

Yes

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Doug Fowler, Senior Project Manager, has over 12 years of experience in the affordable housing field and has worked in various project management roles around the country. A former AmeriCorps VISTA, Fowler joined HGSF in 2018 after working with Habitat for Humanity on the Mississippi Gulf Coast and in Durham, North Carolina. Most recently, Fowler was with Mission First Housing Group, an affordable housing developer based in Philadelphia, PA. He has been involved with the design, development, and construction of over 600 affordable housing units, including new construction, rehabilitation, and preservation projects. Throughout his career, Fowler has developed an expertise in sustainable building practices; he holds a LEED AP Homes designation and has certified projects through USGBC's LEED program, Energy Star, Enterprise Green Communities, National Green Building Standard, and Passive House Institute US. Fowler is currently working on the Habitat Redwood Blvd project and will remain the Project Manager throughout.

Will the project involve hiring an external property management company?

Yes

Describe the property management company. Include the company name and the number of affordable housing sites and units that it currently manages.

As the developer, HGSF will establish the HOA, draft and record CC&R's, Articles of Incorporation and Association Bylaws, develop a preliminary HOA budget, and train new homebuyers as to the requirements and responsibilities of being a part of a homeowners' association. Once unit construction is underway and prior to home sales, HGSF will hire a management company to properly maintain and manage the development after occupancy. The property management company will provide education to homeowners throughout their home ownership journeys. HGSF has developed relationships with numerous management companies over the years and will select one with strong experience and reputation to guide Habitat Redwood Blvd.

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

To market each new homeownership opportunity, HGSF takes a diverse approach. Working with local partners, including public agencies, community-based organizations, community leaders, and faith institutions, HGSF conducts an affirmative marketing needs assessment, including demographic data collection about race/ethnicity and language(s) spoken, as defined and required by HUD. This allows us

to identify the target population most in need of, and least likely to apply to, affordable housing opportunities in the jurisdiction's expanded housing market area. HGFSF has a dedicated Outreach & Engagement Manager who is tasked with deepening these relationships within the communities we serve to help spread the word about our work, impact, and services. Postcards, in both English and identified, predominant language(s), are mailed to a radius around the project and flyers are shared in many community locations, including libraries and community centers. Additionally, HGFSF advertises on social media, the HGFSF website, and in newspapers to reach a varied and widespread audience of potential homebuyers.

For each new homeownership opportunity, we typically hold informational sessions (in-person and virtual; often dual language) about HGFSF and the application process. Several staff members support potential applicants and help answer specific questions pertaining to eligibility and completing the application/gathering and obtaining the required documentation. All advertising will display the Equal Opportunity and Equal Access logos; and all our programs comply with all nondiscrimination and fair housing laws. Our Homeownership Services team has received extensive anti-discrimination education, including training in the Fair Housing Act, Equal Credit Opportunity Act, Truth in Lending Act, and others.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

Describe any past community engagement activities for this project, and future plans for community engagement.

Since project conception, our team has strived to make partners in the area and design and develop a project that will truly benefit the local community. We have leveraged our reputation as a leader in affordable housing to help make the project possible by securing a highly skilled team of dedicated designers and consultants, including local leaders in the field of architecture, engineering, sustainability, environmental topics, and landscaping. Nearly all designers have committed to support HGFSF, and the project, by providing discounted fees or donated time to help keep the project affordable and feasible. HGFSF has worked tirelessly to ensure the proposed project exceeded all expectation of the City of Novato staff and leadership. Our entitlement package included several public hearings, including with the Design Review Committee, Planning Commission, and City Council. The Novato City Council unanimously approved the project in January of 2022, with vocal support from all members.

HGFSF's real estate team dedicated countless hours working with local and state agencies to secure required regulatory permits and meet all local design and development standards for the project. During the discretionary approval period, HGFSF received support from neighbors and community partners in Novato and Marin County. The project received several letters of support for both the Novato Planning Commission and City Council Meetings. Partners and supporters include Novato community members, HGFSF volunteers from Marin County, Buck Institute for Research on Aging, Marin Open Space Trust, Marin Humane Society, Marin Community Foundation, Homeward Bound of Marin, North Marin Community Services, Marin Conservation League, and more.

Sweat equity and volunteerism are core tenants of our organization. HGFSF will continue to make long term partners in the community to help achieve our mission. We have begun building relationships and developing a robust volunteer pipeline in Novato and Marin County to ensure our volunteer crews will be able to support our work onsite. Our Construction staff will also work to make partners in the trade and builder industry to ensure our team can meet the project's needs.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio						0
1 bed						0
2 bed			10	9		19
3 bed			18	19		37
4 bed			12	12		24
Other						0
TOTAL UNITS	0	0	40	40	0	80

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization's purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The "Total" column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Proposed project

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	136	93
Black/African American	51	2
Asian	132	0
American Indian/Alaskan Native	4	0
Native Hawaiian/Other Pacific Islander	19	0
American Indian/Alaskan Native & White	0	0
Asian & White	8	2
Black/African American & White	8	2
American Indian/Alaskan Native & Black.African American	0	0
Other Multi-Racial	51	43
Other/Not Disclosed	0	0
TOTAL (Unduplicated)	409	142

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

80

Female-headed households

27

Households that include person(s) with a disability

5

Notes or clarifying information on demographics:

The demographic breakdown included in this application is a prediction as HGSF does not begin accepting applications and qualifying potential homebuyers until around the time construction begins. All demographic information collected is self-reported and our categories do not directly match those in this application. The information presented in the demographics table is based on current Habitat homeowners and past applicants in Marin County. We expect the applicant pool for the Habitat Redwood Blvd. project to follow similar trends.

Project Planning

Select the current phase of the proposed project.

Predevelopment

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Wednesday, April 1, 2020

Complete planning and environmental review

Tuesday, January 11, 2022

Release bid package

Sunday, October 1, 2023

Select contractor

Monday, January 1, 2024

Finalize contract

Monday, April 1, 2024

Obtain building permits

Friday, December 1, 2023

Start construction

Monday, April 15, 2024

Complete construction

Thursday, December 31, 2026

Additional Milestones for New Construction and/or Rehabilitation Projects

Milestone	Estimated Completion Date
Design Review Application Submitted to City of Novato	08-01-2019
Formal Planning Application submitted to Novato	10-16-2020
Notice of Intent to adopt a Mitigated Negative Declaration (CEQA)	09-03-2021
Novato Planning Commission unanimously approved project	10-11-2021
Mitigated Negative Declaration filed with Secretary of State	01-12-2022
Grading Permit submitted to Novato Engineering Department	03-03-2022
Encroachment Permit Submitted to Novato Engineering Department	09-15-2022
Building Permit Submitted to Novato Building Department	10-07-2022
Grading Permit Approved by City of Novato	11-22-2022
CalHome Application (\$7.5 million) and BUILD program application (\$850k)	02-28-2023
Apply for State Infrastructure Funds (IIG) & other funding sources	07-01-2023
Secure all necessary permits from Novato & Other Agencies	12-01-2023
Horizontal Construction Begins	04-01-2024
Begin Vertical Construction	01-01-2025
Complete Construction Phase I	04-01-2026
Complete Construction Phase II	11-01-2026
Home Sales Begin	07-01-2026
Home Sales Completed	07-01-2027

Explain any additional milestones for New and/or Rehabilitation Projects below:

This timeline includes estimated dates for future milestones. Habitat Redwood Blvd is an incredibly long and complicated project and is one of the largest affordable homeownership developments in the state. This project involves complex site work, including new roads and infrastructure that will need to be in place before vertical construction can begin. We have built buffers into our project schedule to allow for unforeseen delays. HGSF self-performs much of the work with our in-house construction team and volunteer labor. However, we do retain the ability to sub out certain work in the interest of time. Homes will be completed and sold in phases, allowing us to not only get families into their homes more quickly but providing flexibility in our work.

Will you be seeking Project Based Section 8 Vouchers for this project?

No

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to

this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Habitat for Humanity Greater San Francisco has executed a non-disclosure agreement (NDA) and donation agreement with the current landowner of the property at 8161 Redwood Blvd. The Donation Agreement was executed on August 12, 2022. HGSF has been working together with the current landowner to ensure that title transfers to HGSF in 2023 to allow construction to commence as soon as feasible.

Please describe in detail the entitlements and permits that will be required, and those already obtained. For example, Design Review, Master Plan, Zone Change, General Plan Change, Coastal Permit, etc.

Discretionary Project Approvals for the Habitat Redwood Blvd Include:

- General Plan Amendment
- Master Plan
- Precise Development Plan
- Vesting Tentative Map
- Environmental Review (CEQA Initial Study / Mitigated Negative Declaration)

These approvals were granted, unanimously, by the following bodies:

- Novato Planning Commission, October 2021
- Marin County Airport Land Use Commission, November 2021
- Novato City Council, January 2021

The project also required two regulatory permits from state agencies prior to breaking ground. These permits have been processed in parallel with the entitlement package and have been issued by relevant agencies.

A Discharge Permit was issued by the Regional Water Quality Control Board in August of 2022 and a 1602 Lake and Stream Bed Alteration Permit was issued by the CDFW in July of 2022.

Describe any contact with the planning staff at the relevant government jurisdiction, and any specific feedback they provided.

The project's design, environmental review, and full entitlement package was unanimously approved by the Novato City Council in January 2022. Throughout the process our team worked closely with Brett Walker, Senior Planner with the City of Novato planning department. We have worked with all associated departments and agencies, including the Novato Fire District, Department of Public Works, Novato Sanitary District, and North Marin Water District, to ensure our project can and will meet all requirements of these entities.

Identify all applicable accessibility laws and specific accessibility requirements that must be met in the design of the proposed project.

Habitat Redwood Blvd will contain 80 homes across 23 buildings and nine designated ADA parking spaces. The project will also be designed to make all reasonable accommodations as required by law for qualified homebuyers with hearing, visual, or mobility impairments. The development will meet or exceed all state and, if necessary, federal accessibility requirements. In anticipation of receiving federal funding for the construction of the homes, HGSF has also engaged an ADA consultant to ensure compliance with applicable codes.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

The total project budget currently sits at \$93,900,000, including \$75 million in construction spending, plus an additional \$19.3 million in pre-development and HGSF costs. This budget includes anticipated inflation across the life of the project, construction contractor contingency of 11%, developer contingency of 10%, and a developer fee of 2% to cover HGSF staff and overhead costs.

Our Real Estate Development team has years of experience securing public subsidy for our affordable homeownership opportunities. HGSF has already secured \$1.26 million for Habitat Redwood Blvd from Marin County and its Housing Trust Fund across several sources. We anticipate over 27% of the project budget, or \$26 million to be funded by public subsidy from Marin County, the City of Novato, HCD, the Federal Home Loan Bank, the California Energy Commission's Building Initiative for Low-Emissions Development (BUILD) Program, and other sustainability geared programs.

Habitat's Fund Development team will also support the project by securing private donations from individual donors, corporate sponsors, or foundations. To date, we have raised over \$2.3 million dollars in private donations and funds, largely from our biggest supporter, the Marin Community Foundation. We anticipate at least 10% of the project budget, or \$9.4 million, to be funded through private donations.

The last piece of our funding stack will be mortgage revenue. As the lender, HGSF can use issued mortgages to help finance and fund our projects. After a home sale, HGSF collects monthly receipts from the affordable mortgage, or can monetize that mortgage through a bank purchase or financial transaction. Overall, we anticipate the final 52% of the project budget, or \$57 million, to be permanently financed through the project's mortgage revenue. As Habitat Redwood Blvd includes both low-income and moderate-income restricted units, we are confident in our ability to make use of mortgage revenue to properly capitalize the development.

Along with these permanent sources, HGSF also has access to temporary sources to finance projects throughout construction. For a project this large, we will use construction lending sources from traditional lenders or a corporate partner, plus temporary HGSF sources like mortgage revenue from other developments, a company line of credit, and a company construction line of credit.

Throughout the project, HGSF will monitor potential construction cost escalation and supply chain challenges for building materials and interior finishes. HGSF is conservative in estimating the construction costs, as evidenced by including a construction contingency of 10% in the project budget, providing for inflation of the costs for the multi-year construction period, and regularly conferring with HGSF Board Members (who are private sector housing developers) about market conditions. HGSF also plans to order materials in advance as needed to mitigate the supply chain challenges faced by many developers and take other necessary steps to keep costs reasonable.

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

HGSF has identified a diverse list of anticipated funding sources for Habitat Redwood Blvd. The Marin Community Foundation has been generous with \$2M already awarded to the project. We are targeting several other private funding sources including individuals, foundations, and corporate sponsors.

The Real Estate Development team submitted an application for a \$7.5M CalHome Development Project Loan to support 30 of the 40 low-income units. Our self-score was 94 out of a total possible 100. We are confident this application will be competitive. Award announcements are expected in Summer 2023. We anticipate applying for CalHome Mortgage Assistance in a future round to support the remaining 10 low-income units and expect the project to remain competitive.

Habitat Redwood Blvd is currently receiving technical assistance for the California Energy Commission's Building Initiative for Low-Emissions Development (BUILD) program. We expect to reserve our allocation based on project design later in 2023 and will then move into the construction phase of the program. Due to the large number of sustainability features and ability to adapt design elements to align with the BUILD program, the project has a high likelihood of receiving a large BUILD funding commitment. We are also targeting the Federal Home Loan Bank's Affordable Housing Program (AHP) for up to \$1M in gap financing. Past HGSF projects have been successful in securing AHP subsidy and we are confident Habitat Redwood Blvd will be successful as well. Our CEO has also been holding ongoing conversations with the City of Novato, which recently awarded the project \$350,000 in grant support and waived nearly \$600,000 in fees to support the project. We continue to research and pursue new funding sources, including possible future County subsidy like HOME or CDBG (for mortgage assistance or disposition), the State of California Housing and Community

Development's Infill Infrastructure Grant program, and others.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

The total project budget currently sits at \$93,900,000 and the team is continuously monitoring for any changes and ways to complete the project more efficiently and effectively. Although this budget has risen dramatically over the past several years, HGSF has identified the required resources to fund this ambitious development. The project was recently awarded approximately \$600,000 in fee waivers as well as \$350,000 in grant support from the City of Novato. Such City support will help diversify the funding sources and help our team confidently move forward with the development.

One way our team works to keep costs under control is by securing donated materials, labor, and professional services. To date, all major members of the current design team have provided in-kind services or a reduced billing rate for Habitat Redwood Blvd. We have secured over \$150,000 in Gift In-Kind services thus far. Our Real Estate Development and Construction teams, along with our Fund Development team, will continue to work hard to retain these kinds of partnerships and to find new opportunities for donated services. Our current budget anticipates \$850,000 in donated goods and services, and the land, valued at \$2.95 million, will also be donated to HGSF. These donations help guarantee we can keep our costs reasonable and in budget as the project progresses.

Habitat's Fund Development team will also support the project by securing private donations from individual donors, corporate sponsors, or foundations. Should some of the targeted sources commit at lower levels than requested, we have the ability to pursue additional private funding, sell additional mortgage notes, or use our company and/or construction lines of credit. We are also weighing several different options, including public or private construction loans, to help further finance the project as needed.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

HGSF takes a multi-disciplinary approach to homeownership, serving not only as the landowner and developer, but also the general contractor, by self-performing much of the work on site. The proposed costs below are based on our extensive experience building affordable housing in the Bay Area. As the project progresses, we continue to brainstorm cost-effectiveness strategies and determine future funding opportunities and needs.

The construction budget was updated in late 2022 and takes into account inflation and cost increases that have affected the construction industry over the past three years.

Horizontal construction costs are based off the results of an RFP issued in late 2022 to trusted land development contractors in Marin County. Hard bids were provided by four separate contractors through that RFP. HGSF has analyzed those bids to come to a realistic budget that aligns with trade partners for the extensive horizontal development work included in the project and is also accounting for future inflation.

Vertical construction costs have been estimated in a mix of three ways. Major trade budgets are set on bids by sub-contractors and based off current plans (framing, roofing, plumbing, drywall, electrical, mechanical, exterior enclosure, etc). The costs of lumber, building materials, and finishes are based off of historical HGSF costs on a per unit or square foot cost and take into account spending on recently completed and under construction Habitat projects. Lastly, general conditions have been estimated based off of the use of HGSF's volunteer labor program and the assumed length of the project. All budgeted items assume future inflation through the life of the project.

Pre-development costs have been estimated based off of current design contracts, historical averages for HGSF costs, fee estimates provided by cities and agencies, and quotes from consultants. The project's pre-development costs have increased only marginally over the past three years and future inflation is captured in this budget.

The project is also carrying adequate contingency for the current stage of pre-development. The budget

includes an 11% construction contractor contingency plus an additional developer contingency to safeguard against any unforeseen issues. As the project progresses through the permitting and final buy out stages, we are confident that our team can maintain or reduce this budget.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

Habitat Redwood Blvd has already received four funding awards from Marin County: \$250 thousand and \$321 thousand from the County Housing Trust, plus \$235 thousand in CDBG and \$300 thousand in HOME funding from the County. Our first \$250,000 was fully disbursed in Fall 2021 and helped cover early project consultant costs, including environmental, architecture, and engineering consultants. Our \$321 thousand award, which includes approximately \$160 thousand from the County’s Housing Trust Fund and \$160 thousand in Permanent Local Housing Allocation (PLHA) funds, will support further predevelopment costs, such as construction drawings. The \$235 thousand CDBG award will help HGSF pay for a sewer fee which is a required component of the land donation and will be paid in Spring 2023. Finally, the current \$300,000 in HOME funds will support early construction costs.

Marin County remains the largest public subsidy provider on the Habitat Redwood Blvd project. Without this generous County funding the project would not be possible.

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?

Habitat Redwood Blvd has three unspent County awards.

- CDBG, \$235,362, will be expended in Spring 2023
- HTF/PLHA, \$321,804, will be expended in Winter 2023
- HOME, \$300,000, will be expended in Spring 2024

Habitat for Humanity Greater San Francisco has also received County support for our Aspen-Overlook Project. Both the Measure W and the County Housing Trust awards will be used for property acquisition costs.

- Measure W, \$400,000, will be expended in Summer 2023
- HTF, \$400,000, will be expended in Winter 2023

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: “2023-24 [Document Name] for [Organization Name]- [Project Name].”

 2023-24 501C(3) Approval fo... .pdf	 2023-24 Board fo Directors fo....pdf
 2023-24 FY23 Organization O....pdf	 2023-24 Financial Statementpdf



2023-24 Financial Statementpdf



2023-24 Financial Statementpdf



2023-24 Pro Forma for Habit... .xlsx



2023-24 Site Control for Habi... .pdf



2023-24 Sources Uses for Ha... .xlsx

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Ashley Spooner-Choi

Title of Person Completing this Application

Public Funding & DRE Manager

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

HHGSF BUDGET - BOARD APPROVED		FY23 Ann	Q1	Q2	Q3	Q4
REVENUE						
Community Support/Events		6,733,983	1,588,026	2,007,774	1,317,743	1,820,441
Home Preservation Revenue		-	-	-	-	-
New Constr./Home Pres. Subsidy		9,324,068	2,691,362	3,200,000	1,952,706	1,480,000
Mortgage Payments		720,423	165,244	174,285	187,012	193,882
Note Sales/Fwd Commitmt		14,251,114	10,786,703	356,783	791,643	2,315,985
ReStore		8,000	2,000	2,000	2,000	2,000
REVENUE		31,037,588	15,233,334	5,740,842	4,251,103	5,812,309
TOTAL EXPENSES						
G&A		3,825,316	968,933	999,104	931,101	926,178
FUNDRAISING		2,912,014	897,102	647,097	693,004	674,811
TITHE		225,000	50,000	75,000	50,000	50,000
PROGRAMS		6,676,612	1,707,257	1,641,676	1,678,669	1,649,009
RESTORE		-	-	-	-	-
HOME REPURCHASES		1,196,843	506,134	108,633	507,186	74,890
NEW CONSTRUCTION		16,187,824	3,334,157	3,131,878	4,016,609	5,705,179
TOTAL EXPENSES		31,023,609	7,463,583	6,603,388	7,876,569	9,080,069
Net Income, cash basis		13,979	7,769,751	(862,546)	(3,625,466)	(3,267,760)
Cash Balance			19,930,269	19,067,723	15,442,257	12,174,497

Notes: The above is a **cash budget** and does not reflect the following non-cash effects to the financial statements: discounting of pledges, discounting of mortgage receivables. The budgeted annual net income on an accrual basis is shown below.

Net Income, accrual basis	501,809
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Site Control - Habitat Redwood Blvd

The property at Habitat Redwood Blvd is on track to be donated to Habitat for Humanity Greater San Francisco (HGSF) by the current landowner in 2023. HGSF entered into a Donation Agreement (DA) for the property on August 12, 2022 and has signed a Nondisclosure Agreement (NDA) with the current owner. The Donation Agreement is covered by our current NDA and cannot be shared publicly at this time. Our team can discuss the terms of the agreement on the phone if necessary.

Property transfer is in process and will be completed per terms of the signed agreement. Proof of land ownership will be shared with the County as soon as it is available. The ownership of the property by HGSF is on track to take place this year and prior to the start of any construction.

DEVELOPMENT COSTS

Project Name: Habitat Redwood Blvd

Date of Model Version 3/17/2023

Development Costs by Line Item	Total Cost	Cost/Unit	Cost/Sq Ft
Acquisition Costs			
Land	25,000	313	0.26
Existing Structures *	0	0	0.00
Subtotal	25,000	313	0.26
Site Improvements			
Off Site Infrastructure *	6,281,246	78,516	65.96
On Site Infrastructure *	11,665,172	145,815	122.50
Demolition*	0	0	0.00
Subtotal	17,946,418	224,330	188.47
Construction			
Building Permit Fees *	701,000	8,763	7.36
Tap Fees *	0	0	0.00
Construction / Rehabilitation *	41,035,637	512,945	430.94
Landscaping *	3,400,000	42,500	35.71
Contingency *	6,904,700	86,309	72.51
General Conditions	5,249,169	65,615	55.13
Subtotal	57,290,506	716,131	601.65
Professional Fees			
Architect Fees	1,001,446	12,518	10.52
Engineering Fees	1,034,774	12,935	10.87
Real Estate Attorney Fees	40,615	508	0.43
Soils Tests	87,906	1,099	0.92
Surveys	50,802	635	0.53
Green Planning and Design Fees	95,578	1,195	1.00
Other Consultants, Printing, Misc	513,244	6,416	5.39
Subtotal	2,824,365	35,305	29.66
Construction Finance			
Construction Insurance	1,023,077	12,788	10.74
Construction Loan Orig. Fee	0	0	0.00
Construction Interest	187,232	2,340	1.97
Attorney Fees	0	0	0.00
Title and Recording	549,213	6,865	5.77
Performance Bonds	358,078	4,476	3.76
Subtotal	2,117,600	26,470	22.24
Permanent Finance & Syndication			
Loan Fees & Expenses	0	0	0.00
LIHTC Fees	0	0	0.00
Attorney Fees	0	0	0.00
Title and Recording	0	0	0.00
Other (please specify)	0	0	0.00
Subtotal	0	0	0.00
Soft Costs			
Appraisals & Market Study	25,944	324	0.27
Environmental Reports	470,621	5,883	4.94
Capital Needs Assessment	0	0	0.00
Temporary Relocation	0	0	0.00
Permanent Relocation	0	0	0.00
Marketing	87,044	1,088	0.91
Soft Cost Contingency	4,600,971	57,512	48.32
Taxes & Fees	6,916,200	86,453	72.63
Subtotal	12,100,780	151,260	127.08
Developer Fee / Profit			
Developer's Fee	1,595,332	19,942	16.75
Consultants	0	0	0.00
Administration Fee	0	0	0.00
total (ie - maximum developer fee)	1,595,332	19,942	16.75
Reserves			
Operating Reserve	0	0	0.00
Debt Service Reserve	0	0	0.00
Lease-up Reserve	0	0	0.00
Replacement Reserve	0	0	0.00
Other (please specify)	0	0	0.00
Subtotal	0	0	0.00
Total Development Expenses	\$93,900,000	\$1,173,750	\$986

Property Summary (From Operating Budget Worksheet)	
Total Square Footage in Units	95,223
Non Living Square Footage	0
Total Project Square Footage	95,223
Number of Units	80

Development Costs Summary		% of Total Expenses
Hard Cost Per Unit	\$940,461.54	80.1%
Land Cost Per Unit	\$312.50	0.0%
Soft Cost Per Unit	\$232,975.96	19.8%
Hard Cost Per Square Foot	\$790.11	
Soft Cost Per Square Foot	\$195.73	

Line Items marked with a * are included in hard cost evaluation.

Additional Metrics	
Developer Fee/Profit % of Total Budget (excluding Dev. Fee, reserves and acquisition)	1.7%
Months of debt & expense reserves	
Contingency % of Total Construction Expenses	10.21%
Total HOME Eligible Expenses	\$93,900,000

CAPITAL SOURCES

Project Name: Habitat Redwood Blvd
Date of Model Version 3/17/2023

SOURCES OF FUNDS				
Hard Debt				
Source	Principal	Type of Loan	Interest Rate	Term (Years)
First Mortgage				
Second Mortgage				
Third Mortgage				
Government Grants and Soft Debt				
Source	Amount	Amount Per Unit		
Marin County Housing Trust Fund I	250,000	3,125		
Marin County Housing Trust Fund II	482,706	6,034		
Marin County CDBG FY 20/21	235,362	2,942		
Marin County HOME 2022-23	300,000	3,750		
Marin County HOME 2023-24	900,000	11,250		
CalHome - Project Development Loan	7,500,000	93,750		
Marin PLHA/MCHTF 2023	2,000,000	25,000		
FHLB SF - AHP Gap Financing Phase	500,000	6,250		
CalHome - Mortgage Assistance 2024/	2,500,000	31,250		
Marin County Housing Trust Fund IV	2,000,000	25,000		
Marin County HOME 2025-26	1,800,000	22,500		
FHLB SF - AHP Gap Financing Phase	500,000	6,250		
City of Novato	350,000	4,375		
Marin County CDGB	1,000,000	12,500		
IIG Infrastructure Grant	4,000,000	50,000		
BUILD Sustainability Funding	850,000	10,625		
EV Charger Grants (MCE, Charge!)	70,000	875		
Other Public Sources	1,000,000	12,500		
Other Grants (Non-Governmental)				
Source	Amount	Amount Per Unit		
Marin Community Foundation FY21	450,000	5,625		
Marin Community Foundation FY22	1,000,000	12,500		
Marin Community Foundation FY23	450,000	5,625		
Secured Private Donations	505,100	6,314		
Targeted Private Donations	6,984,900	87,311		
Tax Credit Equity				
Source	Amount	Amount Per Unit		
9% LIHTC Proceeds		0		
4% LIHTC Proceeds		0		
Historic Tax Credits		0		
Other Equity				
Source	Amount	Amount Per Unit	Amount Kept Upfront	
Deferred Developer Fee		0	1,595,332	
Owner Equity		0		
Low Income Mortgages	19,536,637	244,208		
Moderate Income Mortgages	38,735,295	484,191		
Total Sources	\$93,900,000			
Total Development Costs	\$93,900,000			
Gap (Surplus)	\$0			

Capital Sources Summary		
	Total	% of Total
Conventional (C)	0	0%
Tax Exempt (T)	0	0%
Federal Financing (F)	0	0%
Tax Credits	0	0%
Government Grants	26,238,068	28%
Other Grants	9,390,000	10%
Other Equity	58,271,932	62%
GAP	0	0%
Total Sources	93,900,000	100%

Debt Service Summary		
	Annual Payment	Debt Coverate Ratio
First Mortgage	\$0	
Second Mortgage	\$0	
Third Mortgage	\$0	
Total Debt Service	\$0	
Property Debt Coverage Ratio		
Break Even Point (BEP)		

Maximum Debt Service Calculator	
Lender Minimum Debt Coverage Ratio	1.15
Maximum Debt Service	\$0

Mortgage Principal Quick Calculator	
Appraised Value	
Loan to Value Ratio (LVR)	65%
Maximum Loan Amount	\$0
OR	
Net Operating Income (NOI)	\$0
Capitalization Rate	5%
Value at Cap Rate	\$0
Loan to Value Ratio (LVR)	65%
Maximum Loan Amount	\$0

SOURCES AND USES BUDGET

Project Name: Habitat Redwood Blvd

Date of Model Version 3/17/2023

Project Activities	Total Project Cost	Funds Requested	Total Other Funds	Source	Status
Acquisition Costs	\$25,000		\$25,000		
Site Improvements	\$17,946,418		\$17,946,418		
Construction	\$57,290,506		\$57,290,506		
Professional Fees	\$2,824,365		\$2,824,365		
Construction Finance	\$2,117,600		\$2,117,600		
Permanent Finance and Syndication	\$0		\$0		
Soft Costs	\$12,100,780		\$12,100,780		
Developer Fee / Profit	\$1,595,332		\$1,595,332		
Reserves	\$0		\$0		
Totals Costs from Project Costs cells above	\$93,900,000	\$0	\$93,900,000		
Total Costs from Development Costs Worksheet (to Check)	\$93,900,000				
Total Funds (Requested + Other)	\$93,900,000				
Gap (Surplus)	\$0				

SOURCES & USES OF CAPITAL

SOURCES OF CAPITAL

Capital Sources	Amount	Per Unit	%
Total Public Funding	26,238,068	327,976	27.9%
Total Private Donor Funding	9,390,000	117,375	10.0%
Subtotal Funding	35,628,068	445,351	37.9%
Low Income Mortgages	19,536,637	244,208	20.8%
Moderate Income Mortgages	38,735,295	484,191	41.3%
Total Note Sales	58,271,932	728,399	62.1%
Developer In Lieu Fee	-	-	0.0%
Affordable Housing Credits	-	-	0.0%
Total Developer Funds	-	-	0.0%
Total Cash Sources	93,900,000	1,173,750	100.0%
Cash Surplus or (Gap)	-		
Land Donation	2,950,000	36,875	3.1%
Consultant Gift In Kind	250,000	3,125	0.3%
Construction Gift in Kind	600,000	7,500	0.6%
Total Gift In Kind	3,800,000	47,500	4.0%
Grand Total Sources w/GIK	97,700,000	1,221,250	

USES OF CAPITAL

Capital Uses	Amount	Per Unit	%
Total Land & Closing	25,000	313	0.0%
Total Land & Closing	25,000	313	0.0%
Project Soft Costs	13,147,881	164,349	14.0%
Total Soft Costs	13,147,881	164,349	14.0%
Horizontal Costs	17,946,418	224,330	19.1%
Vertical Costs	56,589,506	707,369	60.3%
Total Hard Costs	74,535,924	931,699	79.4%
Total Contingency	4,600,971	57,512	4.9%
Developer Fee	1,590,225	19,878	1.7%
Total Other Costs	6,191,196	77,390	6.6%
Total Cash Uses	93,900,000	1,173,750	100.0%
Land Donation	2,950,000	36,875	3.1%
Consultant GIK	250,000	3,125	0.3%
Construction GIK	600,000	7,500	0.6%
Total Gift In Kind	3,800,000	47,500	4.0%
Grand Total Uses	97,700,000	1,221,250	

FUNDING SOURCES

FUNDING SOURCES

Funding Source	Total	Eligible Units	Per Eligible Unit	%	Use	Received / Anticipated
Marin County Housing Trust Fund I	250,000	80	3,125	1%	Pre-Dev	Jun-22
Marin County Housing Trust Fund II	482,706	40	12,068	2%	Pre-Dev	Dec-23
Marin County CDBG FY 20/21	235,362	40	5,884	1%	Sewer Fee	May-23
Marin PLHA/MCHTF 2023	2,000,000	20	100,000	8%	Construction	Jun-24
Marin County HOME 2022-23	300,000	11	27,273	1%	Construction	May-24
Marin County HOME 2023-24	900,000	11	81,818	3%	Construction	May-25
CalHome - Project Development Loan 2023	7,500,000	30	250,000	29%	Infrastructure	Dec-24
FHLB SF - AHP Gap Financing Phase I	500,000	20	25,000	2%	Construction	Mar-27
Marin County Housing Trust Fund IV	2,000,000	20	100,000	8%	Construction	Mar-26
Marin County HOME 2025-26	1,800,000	11	163,636	7%	Construction	May-26
CalHome - Mortgage Assistance 2024/5	2,500,000	10	250,000	10%	Mortg. Assist	Feb-25
FHLB SF - AHP Gap Financing Phase II	500,000	20	25,000	2%	Construction	Oct-27
Marin County CDGB	1,000,000	40	25,000	4%	Disposition	May-27
City of Novato	350,000	80	4,375	1%	Impact Fees	Jul-25
IIG Infrastructure Grant	4,000,000	80	50,000	15%	Infrastructure	Apr-25
BUILD Sustainability Funding	850,000	80	10,625	3%	Sustainability	May-26
EV Charger Grants (MCE, Charge!)	70,000	80	875	0%	EV Chargers	Sep-25
Other Public Sources	1,000,000	80	12,500	4%	TBD	Jul-26
Total Government Funding	26,238,068	80	327,976	100%		
Marin Community Foundation FY21	450,000	80	5,625	5%	Pre-Dev	Dec-18
Marin Community Foundation FY22	1,000,000	80	12,500	11%	Pre-Dev	Jun-22
Marin Community Foundation FY23	450,000	80	5,625	5%	Pre-Dev	Jan-23
Secured Private Donations	505,100	80	6,314	5%	All Phases	Jan-23
Targeted Private Donations	6,984,900	80	87,311	74%	All Phases	Dec-26
Total Private Sources	9,390,000	80	117,375	100%		
Total Public & Private Funding	35,628,068	80	445,351			

**HABITAT FOR HUMANITY GREATER SAN FRANCISCO
BOARD OF DIRECTORS CONTACT LIST
Fiscal Year 2023: July 2022– June 2023**

<u>NAME</u>	<u>COMPANY/ORG</u>	<u>CITY</u>
Dameon Philpotts Board Chair <i>Executive Committee</i> <i>Comp Committee</i> July 2017- June 2023	Director, Credit Risk, First Republic Bank	San Francisco
Sam Allen <i>GOV Committee (Chair)</i> <i>Executive Committee</i> <i>Fund Development</i> <i>Comp Committee</i> July 2019 – June 2022	COO, Salesforce.org	Redwood City
Hilary Billings <i>Programs Committee (Chair)</i> <i>Executive Committee</i> July 2016-June 2022	Brand Strategist Advisor, Billings Brand Development, Inc.	San Francisco
Brandon Brown <i>Fund Dev Committee (Chair)</i> <i>RED-Finance Committee</i> July 2021 – June 2024	Partner Kirkland & Ellis LLP	San Francisco
Heidi Hansen <i>Fund Development Committee</i> <i>Programs Committee</i> July 2019 – June 2022	Principal Heidi Hansen Architect	San Francisco

**HABITAT FOR HUMANITY GREATER SAN FRANCISCO
BOARD OF DIRECTORS CONTACT LIST
Fiscal Year 2023: July 2022– June 2023**

<u>NAME</u>	<u>COMPANY/ORG</u>	<u>CITY</u>
Rob Hollister <i>RED-Finance Committee(Chair)</i> <i>Comp Committee</i> July 2016 – June 2022		Woodside
Karen Jackson <i>Programs Committee</i> <i>Audit Committee</i> July 2020 – June 2023	Vice President – Customer Experience, Prologis	Tiburon
Mihir Khilnani July 2022 – June 2025	Managing Director KPMG	San Francisco
David Kremer <i>RED Finance Committee</i> <i>Comp Committee</i> July 2018 – June 2024*	Partner, Shartsis Friese, LLP	San Francisco
Jeffrey Lee <i>Fund Development Committee</i> <i>Audit Committee</i> July 2020 – June 2023	Managing Director Northern Light Venture Capital	Atherton

**HABITAT FOR HUMANITY GREATER SAN FRANCISCO
BOARD OF DIRECTORS CONTACT LIST
Fiscal Year 2023: July 2022– June 2023**

<u>NAME</u>	<u>COMPANY/ORG</u>	<u>CITY</u>
Magali Limeta <i>Programs Committee</i> July 2022 – June 2025	Sr. Revenue Cycle Analyst UCSF Health	San Rafael
Jacob Moss <i>Comp Committee (Chair)</i> <i>RED-Finance Committee</i> <i>Audit Committee</i> July 2020 – June 2023	VP In-house Counsel, Plant Construction Company	Lafayette
Tamsen Plume <i>RED-Finance Committee</i> <i>Programs Committee</i> July 2017- June 2023	Partner, Holland & Knight LLP	San Francisco
Ken Preston <i>Programs Committee</i> <i>Audit Committee</i> June 2018- June 2024	Partner Bregante + Company LLP <i>(retired)</i>	Mill Valley
Nick Raby <u>Board Secretary</u> <i>Executive Committee</i> <i>Fund Development Committee</i> July 2017- June 2023	Director of Corporate Real Estate, North America, Facebook	Menlo Park

2/20/2023

**HABITAT FOR HUMANITY GREATER SAN FRANCISCO
BOARD OF DIRECTORS CONTACT LIST
Fiscal Year 2023: July 2022– June 2023**

<u>NAME</u>	<u>COMPANY/ORG</u>	<u>CITY</u>
Mark J. Tortorich <i>Fund Dev Committee (Chair)</i> <i>Executive Committee</i> July 2018 – June 2024	Vice President National Facilities Services (NFS) Kaiser Permanente	Half Moon Bay
Nancy Turner <u>Board Treasurer</u> <i>RED-Finance Committee(Chair)</i> <i>Executive Committee</i> July 2020 – June 2023	Managing Director Point Olema Capital Partners	Mill Valley
Lou Vasquez July 2022 – June 2025	Founding Partner BUILD	San Francisco
Vanessa Washington <i>Audit Committee (Chair)</i> <i>Executive Committee</i> <i>Comp Committee</i> July 2018 – June 2024*	Senior Executive Vice President, Bank of the West (retired)	Piedmont
Genna Yarkin <i>HYP (co-Chair)</i> <i>Programs Committee</i> July 2021 – June 2023	Associate Holland & Knight	San Francisco

* third term



Help build it!

August 12, 2019

HFH Greater San Francisco
500 Washington Street, Suite 250
San Francisco, CA 94111

RE: 501(c)(3) Letter for HFH Greater San Francisco, Partner ID# 0380-8133

Dear affiliate leader:

This letter will confirm that HFH Greater San Francisco, with employer identification number 94-3088881, is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity International, Inc. ("HFHI") under Section 501(c)(3) of the Internal Revenue Code.

The group exemption number assigned to HFHI by the IRS is 8545. This number may be provided to prospective donors, foundations and other grant organizations as they request it and is required on certain IRS forms.

Enclosed is a copy of the determination letter dated June 18, 2019, provided by the IRS as evidence of HFHI's tax exempt status as well as its group exemption. The determination letter, together with this letter, confirms HFH Greater San Francisco's subordinate status and provides evidence of its tax exempt status under Section 501(c)(3) of the Code.

In partnership,

A handwritten signature in black ink, appearing to read "Jim Mellott".

Jim Mellott
VP Finance

Enclosure



P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077383720
June 18, 2019 LTR 4167C 0
91-1914868 000000 00

00034202

BODC: TE

HABITAT FOR HUMANITY INTERNATIONAL
INC
HABITAT FOR HUMANITY INTRNL PARENT
322 W LAMAR ST
AMERICUS GA 31709-3543



019599

Employer identification number: 91-1914868
Group exemption number: 8545

Dear Taxpayer:

This is in response to your request dated Mar. 28, 2019, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in January 1987, and you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

HABITAT FOR HUMANITY INTERNATIONAL
INC
HABITAT FOR HUMANITY INTRNL PARENT
322 W LAMAR ST
AMERICUS GA 31709-3543

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

IRS Group Exemption FAQs

The IRS refers to “central” or “parent” organizations, as well as “subordinate” organizations? What does these terms mean?

An organization that has been granted a 501(c)(3) group exemption by the IRS is referred to as the central or parent organization. The central organization generally supervises many affiliates or chapters, called subordinate organizations. The subordinate organizations have similar structures, purposes, missions and activities.

- ❖ In Habitat’s case, HFHI is the central organization and each Affiliate is a subordinate organization.

What is the reason for group exemptions vs individual exemptions?

Group exemptions are an administrative convenience for both the IRS and organizations with many affiliated organizations. Subordinates in a group exemption do not have to file, and the IRS does not have to process, separate applications for exemption. Instead, the IRS allows the central organization to include its subordinate organizations under its tax exempt “umbrella.”

- ❖ Group exemptions are more convenient because only one central organization (HFHI) needs to be checked for tax exempt status.

Who determines if a subordinate organization may be included under the central organizations’ group exemption?

The central organization, not the IRS, determines who is exempt under its 501(c)(3) umbrella. The IRS does not approve or deny a subordinate’s inclusion on HFHI’s roster of exempt subordinates. It is solely at the discretion of the central organization holding the 501(c)(3) designation as long as the subordinate is similar in mission, purpose, structure and activities. The IRS leaves it up to the central organization to police its own list of subordinate entities and to report any changes. Failure to monitor the list in accordance with the rules set forth by the IRS may result in the central organization having its 501(c)(3) status revoked.

- ❖ HFHI is the final determiner of whether Affiliates are on its group exempt list. The IRS will not issue a letter with regard to an individual Affiliate.

How does a donor verify that an organization is included as a subordinate in a group exemption ruling?

The central organization which holds the group exemption (rather than the IRS) determines which organizations are included as subordinates under its group exemption umbrella. Therefore, a donor should verify that an organization is a subordinate eligible to receive tax deductible donations by requesting a copy of a letter provided by the central organization to the subordinate confirming the subordinate entity's inclusion on its roster of exempt subordinates. This letter, coupled with a copy of the central organizations 501(c)(3) determination letter provides adequate proof of the entity's tax exempt status.

- ❖ Affiliate should provide donors a copy of the confirmation letter (with the HFHI IRS determination letter attached) that HFHI provides to each Affiliate on an annual basis.

- ❖ Donors should be told that the IRS determination letter will not reference the Affiliate by name.

How do donors verify that contributions are deductible with respect to a subordinate organization in a section 501(c)(3) group exemption ruling?

Many donors are accustomed to consulting the IRS database known as EOS Select Check to confirm that donations to a specific organization are tax deductible. This works well for organizations that have an individual tax exemption; however, it creates a bit of confusion when it comes to organizations with a group tax exemption status.

The EOS Select Check database does NOT list all subordinate entities. It lists the central organization because the central organization is the entity that applied for, and was granted, a 501(c)(3) designation. Many times donors become alarmed when they do not see the individual Affiliate listed in the database. It is important to explain to your donor that providing HFHI's group exemption number (GEN) along with a confirmation letter from HFHI, as the central organization, is sufficient proof of the subordinate entity's tax exempt status. Donors may rely upon central organization verification with respect to deductibility of contributions to subordinates covered in a section 501(c)(3) group exemption ruling.

- ❖ Explain to your donors early the procedure so that they will not be surprised when the Affiliate is not referenced on the EOS database.

Employer Identification Number (EIN) vs Group Exemption Number (GEN)

The Employer Identification Number (EIN) is a nine-digit number that is unique to each business and generally appears in the following format: XX-XXXXXXX. Its role for a business is similar to that of the Social Security number for an individual. The number includes information about which state the corporation is registered in. This unique identification number is assigned to a business entity so that they can easily be identified by the Internal Revenue Service. The EIN is also known as a Federal Identification Number (FIN) or Tax ID.

This number is apart and separate from a company's group exemption number (GEN). The EIN identifies the specific organization. The GEN identifies the entity's further designation as a tax exempt organization.

The GEN number is a number assigned by the IRS which identifies the central organization who was granted the group exemption. The GEN number is a 4 digit number that should be supplied to donors when they make a donation. This number allows the donor to make a tax deduction based on the donation to the tax exempt entity.

- HFHI's GEN is 8545. This should be given to your donors.
- Do not use HFHI's EIN in your Affiliate's tax return and other documents. This will cause the IRS to confuse your Affiliate with HFHI (including accidentally holding you responsible HFHI's payroll taxes, misreporting on Form 990, etc.)

❖ HFHI's GEN is 8545. This should be given to your donors.

❖ Do not use HFHI's EIN in your Affiliate's tax return and other documents. This will cause the IRS to confuse your Affiliate with HFHI (including accidentally holding you responsible HFHI's payroll taxes, misreporting on Form 990, etc.)



June 16th, 2022

County of Marin Community Development Agency
Marin County Civic Center
3501 Civic Center Drive, Suite 308
San Rafael, CA 94903

To Whom it May Concern,

Habitat for Humanity Greater San Francisco is pleased to submit our proposal to administer the Countywide Rehabilitation Program for the County of Marin.

As a mortgage lender with ten years of experience in the repair and rehabilitation of homes of low-income households in San Francisco and San Mateo County, we are eager to bring our deep expertise to Marin County to complement our existing new home construction program and to grow our partnership with the Community Development Agency.

For questions regarding this proposal, please contact Matt Rosen, Chief Program Officer, who was primarily responsible for developing this proposal and for overall leadership of this area of our work. His contact information is as follows:

Matt Rosen, Chief Program Officer
Habitat for Humanity Greater San Francisco
300 Montgomery Street, Suite 450
San Francisco, CA 94104
mrosen@habitatgsf.org * (415) 625-1017

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Maureen Sedonaen".

Maureen Sedonaen

Chief Executive Officer

PROPOSAL NARRATIVE

CONSULTANT DESCRIPTION/CAPABILITY

Habitat for Humanity Greater San Francisco builds homes and sustains affordable homeownership opportunities for families in Marin, San Francisco, and San Mateo counties. For over 30 years, our values-based approach has focused on building partnerships, building equity, stability, and a lifelong legacy for families. We have built or acquired more than 250 affordable homes since our inception, including the acquisition and resale of four homes in Marin County, and the construction of ten new homes in Novato at Mount Burdell Place. We are currently in the entitlements and development phase of our largest project to date in Novato, which when complete, will provide affordable homeownership for 80 low and moderate-income households.

Starting in 2011, HGSF expanded our work from home production into Home Preservation through our critical home repair program. This focus continues to be an important, and ever growing, part of our mission. HGSF's Homeownership Preservation program focuses on vulnerable neighborhoods and communities with a concentration of low-income homeowners of color, particularly seniors, whose financial circumstances and deferred maintenance place them in both physical danger and at high risk of displacement from their homes. Our approach is to keep homeowners stable, healthy and safe allowing them to remain in their homes and no longer have the stress, and uncertainty coupled with fear of ongoing expensive and very unhealthy deferred maintenance. Through this Preservation program, HGSF works to ensure that low- and very-low-income homeowners can maintain a safe, viable, and decent place to live, and are able to maintain a high quality of life. As a result of our repairs, older homeowners are able to successfully age in place, and families remain in the communities they have lived in and called home for decades. As a preservation strategy, the thwarting of displacement of long-time homeowners also helps maintain and deepen the social fabric and cohesion of the overall community. In the last ten years we have completed 216 repairs of close to 200 homes in Bayview Hunter's Point, East Palo Alto, and the Belle Haven neighborhood of Menlo Park. Since 2017, HGSF shifted its strategy to take on much larger repairs, including roof repairs and full replacements, where we either completed roof jobs with our own staff or through subcontractors.

As an affordable housing developer, HGSF has for decades received and managed federal government, state, and local grants, including CDBG funding from cities and counties. Since 2018, HGSF has also administered a San Mateo County CDBG minor home repair program in East Palo Alto and Menlo Park's Belle Haven neighborhood. Working closely with the County's CDBG contract manager, HGSF staff successfully secured approval and completion of repairs on homes of more than 40 low-income homeowners in these communities.

In partnership with our board, HGSF is growing and scaling its Home Preservation (HP) program across our service region and has made important hires and investments in systems and procedures to scale our work and accelerate our impact and reach. We are now executing a CalHOME funded grant to rehabilitate 60 owner-occupied homes for low-income households in the southeast neighborhoods of San Francisco, where we will serve as both the lender and

general contractor, working closely with subcontractors to complete rehabs costing up to \$75,000.

In this program, Homeowners will receive a fixed loan at 0% interest, with all payments deferred for 30 years or upon sale. Soon, we will be launching a similar program funded by the City of Menlo Park to complete 20 rehabs in the Belle Haven neighborhood. Our Home Preservation Team, with five employees dedicated full time for this program along with three other team members, collectively have extensive expertise in outreach and community engagement, loan origination, program and government contract management, and construction management.

The Home Preservation team includes a manager on the program/lending side, as well as a management partner on the construction side whose responsibilities are exclusive to the execution of rehab jobs. In addition, we will fill a Director of Home Preservation position in the coming months to provide higher level leadership, community visibility and program oversight.

Our team is prepared to comply with a variety of local, state, and federal rules and regulations associated with the rehab process. For example, Our Home Preservation Construction Manager and his field staff are all EPA Lead RRP certified. New hires that do not have the Lead RRP certification are required to schedule the training within 90 days of the start of employment. Our HP Construction Manager has extensive experience with lead, asbestos, and mold remediation. He has worked with Industrial Hygienists to do testing, licensed remediation contractors to do the remediation, and then brought the Industrial Hygienists back for clearance testing. HGSF also has NEPA experience gained through a recent CDBG contract. In the years of 2019 to 2020, completed two repairs that warranted NEPA review as the contracting agency for CDBG funds for minor home repairs. HGSF secured a NEPA consultant and worked closely with them and our CDBG Contract manager county to secure approval for these projects through this process.

Our Home Preservation Manager has more than a dozen years negotiating, securing, and overseeing vendors and subcontractors for remodeling, repair, and home rehabilitation.

STAFF QUALIFICATIONS

Matt Rosen, Chief Program Officer. Provide overall program and contract oversight. (.08 FTE.)
Note: HGSF will hire a Director of Home Preservation to assume this role in the coming months.

Jessi Bailey, Home Preservation Program Manager. Prepare and update program marketing materials, oversee and ensure high quality service delivery for prospective applicants, applicants, and clients; manage day to day operations and all grant compliance activities, including NEPA approvals, project approvals, and quarterly reporting, act as liaison to construction staff. (.25 FTE)

Greg Gordon, Home Preservation Construction Manager. General construction oversight, securing of building permits, ensuring compliance with Lead testing rules, subcontractor negotiation. (.15 FTE)

Lidia Vieyra, Loan Officer. Underwrite loans and ensure eligibility, prepare loan documents and close loans. (.1 FTE)

Kevis Halphen, Rehab Manager. Perform initial home site visits and develop work scopes and budgets. (2. FTE) Note: The Rehab Manager will also manage all aspects of the project, including the deployment of in-house construction labor, subcontractors and tracking of project costs. These direct job costs will be paid through the loan fund itself.

Josephine Mah, Construction Project Administrator. Prepare detailed expense reports for each rehab for contractual and internal reporting purposes. (.12 FTE)

Kim Wylie, Controller. Administer and track revolving loan fund, program income, and interest. (.06 FTE.)

Client Services Specialist (To Be Hired). Plan and carry out marketing and outreach, provide support and guidance to prospects & applicants, maintain communication with clients, gather and complete application packages, conduct initial eligibility reviews, maintain client records/database and all files, conduct client satisfaction/outcome data, and provide resources and referrals for estate planning. (.9 FTE)

PROJECT APPROACH AND UNDERSTANDING

Following the specific program guidelines outlined in the RFP, HGSF proposes to administer a home rehabilitation loan program that provides approximately 15-20 rehab loans per year in amounts of up to \$65,000 to low-income homeowners (including mobile home and houseboat owners) at or under 60% of AMI. Loan payments will be deferred for a period of 20-30 years and loans will have 0% interest rate. HGSF will administer all aspects of this program, originate all loans, as well as self-perform all repairs using in-house dedicated construction staff or selected subcontractors that we will oversee.

Marketing and Outreach

To ensure equitable awareness of this opportunity to qualified homeowners, HGSF will conduct both direct outreach and partner with existing agencies that serve residents across Marin County. Our Client Services specialist will draw on existing relationships with homeowners, target specific neighborhoods and mobile home/manufactured home communities, and houseboat communities, and utilize mailers if necessary to ensure coverage for potential homeowners. The outreach specialist will also engage public and private agencies that serve homeowners, including libraries, senior centers, congregations and interfaith associations, as well as social service providers, particularly in Marin City, Novato, San Rafael, and West Marin, where we will educate staff and offer opportunities to present or share information with their clients or members directly. All written materials will be translated into Spanish to ensure the information is accessible to a diverse population within the community.

Recognizing that many low-income homeowners may have had previous difficulties with lenders and contractors or have neighbors and family members impacted by predatory lending or unscrupulous contractors, our staff will provide a hands-on, respect-based approach to guide

homeowners through each step in the process to ensure trust and confidence in the repair, the schedule, and the loan terms. We will also provide follow-up support to all homeowners we've made loans to, including estate planning, to ensure that homeowners can remain in their homes, preserve equity, and keep the home in the family over time. HGSF will also engage homeowners in limited sweat equity – HGSF's term for homeowners volunteering to support the work on their home -through construction work, recruitment of church or family networks as volunteers, or through cooking meals for construction crews.

Applicant Intake and Eligibility

HGSF will maintain an application available for download on a dedicated landing page, which will also include program details, requirements, and FAQs. All information will also be available in hard copy in Spanish and English.

Applications will be accepted on a first come first served basis.

Eligibility begins with the completion by prospective borrowers of an accessible application in which they provide initial income data, describe repair and rehab needs, and confirm they own a home in Marin County. HGSF's Client Services Specialist will work closely with applicants to gather documents to verify income and program eligibility including supporting documentation necessary to determine income and other eligibility requirements, including proof of ownership of home, insurance, and evidence of regular mortgage and property tax payments. At this point, our Loan Officer assesses the application to determine eligibility for a loan. Upon application approval, HGSF's Rehab Manager will perform a detailed home assessment to determine needs and the cost of those repairs.

Inspection and Scope of Work

The Rehab Manager will inspect the Home, discuss areas of concern with the Applicant, and confirm and determine that the repairs fall within the allowable categories. The inspection will focus on correction of hazardous or substandard conditions, required improvements to the envelope and structure, mechanical, plumbing, and electrical systems, accessibility modifications, energy efficiency improvements, and general health and safety concerns. The Rehab Manager will take photographs and document conditions throughout the home, including photos of all safety violations, interior/exterior spaces, and mechanical and electrical systems. In homes built prior to 1978, the Rehab Manager will test for the presence of lead-based paint.

Based on the findings documented during the Home Assessment, the Rehab Manager will develop a Scope of Work that reflects Eligible Improvements, including health and safety hazards, energy efficiency improvements, remediations of existing Building Code violations, and conformance with local ordinances. The Scope of Work is the document used to itemize all Eligible Improvements proposed to be completed and develop an overall cost estimate for the Eligible Improvements. The cost estimate will form the basis of the loan amount.

The Rehab Manager's cost estimate shall include a contingency to account for any unforeseen costs, such as concealed conditions that were not apparent at the time of the Site Visit. Examples of concealed conditions include water damage and dry rot discovered during roof replacements, and mold and mildew discovered inside walls as part of a bathroom renovation.

The Construction Manager will secure necessary environmental inspections. A lead- based paint test is necessary for all homes built prior to 1978, as required by Federal law. If lead is found to be present, the Construction Manager will determine what lead safe work practices must be used to control occupant and contractor exposure. Where applicable, the results of the inspection will be provided to all relevant Sub-Contractors, who will be required to provide lead-safe work certification in order to be considered for the project. In cases where asbestos may be disturbed during the work an asbestos test will be conducted. All projects will be reviewed to ensure compliance with local ordinances.

Preparation of loan package

After the Program Manager has secured approval of the project from the County and HUD, and completed a NEPA review, if necessary, the Loan Officer will prepare the loan package to be sent to the applicant. At the time such documents are sent, the Client Services Specialist will call the Applicant to schedule an in-person, virtual, or telephone meeting with the Applicant to review the loan package; which include a Promissory Note; Deed of Trust, Grant Deed, Loan Estimate; and Closing Disclosures. At this in-person visit, the applicant will also review and sign a loan agreement and construction contract.

Rehabilitation Project Management

After securing a home rehab contract with a loan estimate, and other appropriate disclosures, HGSF's Construction Department, as a certified contractor, will self-perform the rehabilitation, either using in-house construction staff, selected subcontractors, or a combination.

HGSF's Construction Department will self-perform as the General Contractor because we have in-house expertise, are trusted by homeowners to perform the work with care and respect, and bring a unique understanding of the circumstances and challenges of performing complex work in the homes of low and low-income homeowners (often elderly). For every job, we will keep detailed records of labor and materials costs, using a unique job code to track materials and time by the job. HGSF will maintain a pool of qualified local contractors in the event that we are over-subscribed by other contracts.

Loan Closing and Reimbursement

Loan Closing will take place after the formal completion of repairs. At the end of the rehabilitation, the Rehab Manager will generate a detailed report that reflects these costs; this cost report will be used by our Loan Officer to complete the loan closing. The loan will be no more than the final cost of construction labor, subcontracts, necessary project oversight, and materials specific to that job.

The Loan Officer will contact the Escrow Company to coordinate a Loan closing date with the Escrow Company and the Applicant. The Loan Officer will update the loan amount to reflect the actual project costs, update all loan documents, and send documents to the Title Company. The Applicant will sign final Loan documents at the Title Company's offices or with an approved signing agent notary in another location, such as their home.

At this time, HGSF will prepare a reimbursement request for these project costs for review and processing by the County.

Countywide Rehabilitation Loan Program RFP * June 16th, 2022

Habitat for Humanity Greater San Francisco

Page 5

Data and Record Management

HGSF will track owner-occupied rehab loans, client information, scopes of work, cost estimates, approvals, and cost reports in our Salesforce/Homekeeper Database, which will be linked to our ICE Encompass Loan Origination and Compliance Software (LOS) when this LOS comes on line in Fall 2022. The latter system will be used to store all loan and client related documents and data safely and securely.

Loan Servicing and Monitoring

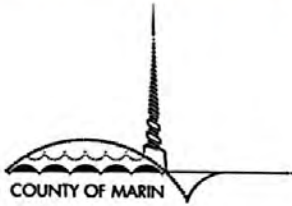
HGSF's Client Service Specialist will conduct annual monitoring of all borrowers in the County's 170-loan portfolio to confirm their continued compliance with the owner-occupancy requirement and other HGSF Home Preservation Program terms and requirements. The specialist will mail occupancy certification forms on an annual basis and request verification of the Borrower's occupancy status. If a Borrower's occupancy is in question, the Specialist may follow up with a site visit or further conversation. HGSF's Controller will be responsible for administering the loan fund and tracking income and interest on the account. HGSF has an existing contract with AmeriNat to service mortgages of homes we sell to low-income buyers as well as for deferred loans issued through our Home Preservation program. HGSF proposes to work with the County to identify the most cost-effective strategy for maintaining AmeriNat as a third-party servicer for existing and future loans.

Habitat for Humanity Greater San Francisco - Cost Proposal

Countywide Rehabilitation Loan Program

Item	FTE	Cost	Description
Personnel			
Home Preservation Director	0.08	\$ 8,594	Project and contract oversight
Program Manager	0.25	\$ 24,522	Oversee day to day operations, manage compliance activities, project approvals, quarterly reporting, construction staff liaison
Construction Manager	0.15	\$ 20,249	General construction oversight, securing of building permits, lead compliance, subcontract negotiation
Rehab Manager	0.20	\$ 21,400	Perform initial home site visits and develop work scopes and budgets
Loan Officer	0.10	\$ 11,000	Underwrite loans, prepare loan documents and close loans
Client Services Specialist	0.90	\$ 56,710	Conduct outreach, provide support to prospects & applicants, package applications, maintain client files/database gather client satisfaction/outcome data.
Construction Project Administrator	0.12	\$ 8,654	Prepare expense reports for each rehab for internal + external reporting purposes
Controller	0.06	\$ 10,388	Administer and track revolving loan fund, program income, and interest
Fringe Benefits		\$ 31,819	At 21% rate
<i>total personnel expenses</i>		\$ 193,336	
Operations			
Marketing expenses		\$ 1,600	Design fees, printing, and postage for marketing materials and website
Copying and Printing		\$ 600	copying expenses associated with loan documents and misc copies
NEPA package preparation		\$ 15,000	Cost for preparation of 10 NEPA packages at \$1,500 per package by outside consultant
Title / Escrow fees		\$ 10,000	Approximately \$500 per loan
Loan Servicing Fees		\$ 4,668	Based on HGSF's current fees w/our existing AmeriNat contract for amortized & deferred loan servicing set up & monthly servicing
Travel (Mileage, gas, etc.)		\$ 1,484	home visits for applicant support (25 trips), assessments (25), & construction oversight (50), @ 25 miles per trip at \$0.625 per mile
<i>total operational expenses</i>		\$ 33,352	
Indirect expenses		\$ 22,669	at 10% of base expenses
Total expenses		\$ 249,357	

Local Business Preference Certification



Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which Contract with or
 All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. X has its principal place of business in Marin County; or

Describe: Marin County is one of three principal places of business for HGSF

2. _____ has a business license issued in Marin County for a period of six months prior to any claim of preference; or

Describe: _____

3. _____ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.

Describe: _____

Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications. Upon request, vendor agrees to provide additional information to substantiate this certification. Vendor certifies information provided is true and accurate under penalty of perjury.

Habitat for Humanity Greater San Francisco 6/16/22

Firm Name
300 Montgomery, #450

Date
San Francisco, CA 94104

Business Address
[Redacted]

City, State, Zip Code
(415) 625-1001

Signature of Authorized Representative
[Signature]

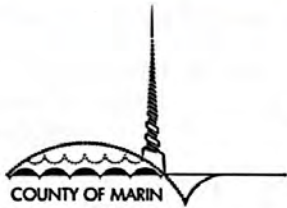
Phone Number
msedonaen@habitatgsf.org

CEO
Title

E-Mail

Complete Form ONLY if you qualify

MBE/WBE Preference Form



In order to be eligible as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE), business is at least 51% owned and controlled by members of the following groups: African American, Hispanic, Native American, Asian-Pacific Islander, Subcontinent Asian American and/or Women.

Applying as: MBE WBE MBE/WBE

Has your firm been certified by another certifying agency? Yes No

If Yes, list agency and certification # if applicable: _____

Owners Name and Title: Maureen Sedonaen, CEO Gender F

Position in Applicant Firm: CEO Percent Ownership: n/a

Ownership in Firm Since: CEO since 2018 Ethnicity: White

Identify Your Firm's Owners, Officers, and Directors					
Name	Title	Date Appointed	Ethnicity	Gender	Responsibility
Dameon Philpotts	Bd Pres.	7/1/22	Black	M	Board President

Habitat for Humanity Greater San Francisco 6/16/22

Firm Name Date

300 Montgomery, #450, San Francisco, CA 94704

Business Address City, State, Zip Code

(415) 625-1001

Signature of Authorized Representative Phone Number

CEO mседонаен@habitatgsf.org

Title E-Mail

Complete Form ONLY if you qualify

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated this 16th day of June, 20 22

By 

Authorized Signature for Contractor

Maureen Sedonaen, CEO

Printed Name & Title

Non-Collusion Affidavit to be Executed by Bidder and Submitted with Bid

State of California)
County of Marin) ss.

To the COUNTY of *MARIN*

COMMUNITY DEVELOPMENT AGENCY Habitat for Humanity Greater SF
Maureen Sedonaen, being first duly sworn, deposes and says that he or she is CEO of Habitat for Humanity Greater SF the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Note: The above Non-collusion Affidavit is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Maureen Sedonaen

Printed Name of Document Signer


Signature of Document Signer



SERVING MARIN, SAN FRANCISCO AND THE PENINSULA

HHGSF BUDGET - BOARD APPROVED		FY22 Ann	Q1	Q2	Q3	Q4
REVENUE						
	Community Support/Events	6,230,350	852,229	2,165,996	862,004	2,350,121
	Critical Repair Revenue	7,500	-	-	3,750	3,750
	New Constr./Home Repair Subsidy	9,871,797	3,146,401	2,075,949	4,161,947	487,500
	Mortgage Payments	732,451	187,451	170,892	183,619	190,489
	Note Sales/Fwd Commitmt	8,193,859	1,513,220	-	4,930,639	1,750,000
	ReStore	8,000	2,000	2,000	2,000	2,000
	REVENUE	25,043,957	5,701,301	4,414,837	10,143,959	4,783,860
TOTAL EXPENSES						
	G&A	3,002,533	731,394	768,733	781,061	721,345
	FUNDRAISING	2,305,632	518,030	581,642	601,546	604,415
	TITHE	225,000	75,000	50,000	50,000	50,000
	PROGRAMS	5,275,453	1,108,687	1,263,517	1,453,814	1,449,436
	HOME REPURCHASES	970,916	295,812	313,672	328,217	33,216
	NEW CONSTRUCTION	13,162,895	4,250,544	4,205,732	2,244,613	2,462,006
	TOTAL EXPENSES	24,942,430	6,979,467	7,183,295	5,459,251	5,320,417
	Net Income, cash basis	101,528	(1,278,166)	(2,768,458)	4,684,708	(536,557)
	Cash Balance		9,590,402	6,821,945	11,506,653	10,970,096

Notes: The above is a **cash budget** and does not reflect the following non-cash effects to the financial statements: discounting of pledges, discounting of mortgage receivables. The budgeted annual net income on an accrual basis is shown below.

Net Income, accrual basis	106,775
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Habitat for Humanity Greater San Francisco's Home Preservation Program

Major Rehab Program for San Francisco's Southeast Neighborhoods 2022-2023

Habitat for Humanity Greater San Francisco's (HGSF) Home Preservation Program provides critical, major repairs to support low-income, long-term homeowners in specific census tracts in Bayview, Hunter's Point, Excelsior, Visitacion Valley neighborhoods in Southeast San Francisco. HGSF's Home Preservation Program focuses on repairs that address safety, accessibility, and deferred maintenance issues that affect homeowners. HGSF provides the repairs and offers a 0% interest loan – with all payments deferred for 30 years or until the home is sold.

How this Program Works

- HGSF acts as both the lender and the contractor.
- Habitat construction staff perform the repair work and manage subcontractors.
- Qualified applicants receive a 0% interest loan with all payments deferred for 30 years or until you sell your home and/or your home ceases to be owner-occupied.
- HGSF staff will help you from start to finish.
- Selected applicants must also agree to 8 hours of "Sweat Equity".
 - Sweat Equity can include volunteering on your home repair, volunteering in the community, and attending educational opportunities.

What is the Process Once I Apply?

1. Submit your application as soon as possible, applications are processed on a first-come, first-served basis.
2. Applicants who are found to be financially qualified will then have their homes assessed to determine if they have eligible repairs. Applicants must be financially qualified and have eligible repairs.
3. If you are eligible, we will offer you a 0% interest loan with all payments deferred for 30 years in order to fund your repairs.
4. HGSF construction staff will manage every aspect of the home repair.

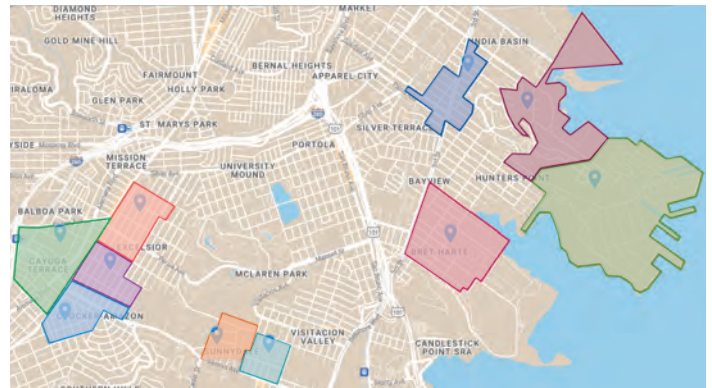
This program was made possible with support from the California Department of Housing and Community Development

Do I Qualify for this Program?

To qualify, you must live in specific areas within the following neighborhoods: Bayview, Hunter’s Point, Visitacion Valley, and Excelsior. If you are unsure if you live in an eligible area, please contact homerepairs@habitatgsf.org with your complete address. You may also access this map and the boundaries of the qualifying areas by going to the following link: Habitatgsf.org/sfhomerepairs.

Other qualifications are as follows:

- Be current on property taxes
- Be current on your mortgage, if applicable
- Have no open judgements against your credit or be delinquent on any federal debt
- Have not filed Chapter 7 or Chapter 13 bankruptcies in the last 7 years
- Have current homeowner’s insurance
- Have feasible repair needs
- Have a total household income less than the requirements listed in the chart below



Maximum Household Income Requirements

Number of Persons in Household*	1	2	3	4	5	6	7	8
Household Max. Income**	\$104,400	\$119,300	\$134,200	\$149,100	\$161,050	\$173,000	\$184,900	\$196,850

*Household size is determined by the number of people (children and adults) who have been living in the home for at least a full year, and plan on continuing to live in the home fulltime, for at least another year.

**Total household income is determined by the combined income of all fulltime household members, over 18 years old.

After we receive and review your completed application a member of our team will be in touch with you regarding next steps. If you need help filling out this application, please call or email us. Our Client Services and Data Specialist, Annie DeLancie, can be reached at 415-202-5902 or at adelancie@habitatgsf.org.

Documents Required

In addition to filling out this application please provide the following:

- A copy of a valid photo ID for the title holder(s)
- The most recent copy of your property taxes with the name(s) of homeowner(s)
- If you have a mortgage, please attach your most recent mortgage statement
- A copy of your homeowner's insurance statement that shows the dates through which the policy is valid
- Utility bills such as electricity, cable, internet, for July 2021, October 2021, January 2022, and April 2022.

Income Verification

Provide all of the following documents to verify income for each person over the age of 18 living in the home 50% or more of the time. Documentation could include copies of:

- Paystubs for the last 90 days for anyone employed
- W-2s for the last two years for anyone employed
- Federal tax returns for the last two years for all adults
 - PLEASE NOTE: If you are over the age of 60 and only receive social security benefits and are not required to file taxes, please provide your social security award letters for the last two years.
- If employed, a verification of employment letter from your employer(s)
- 3 months of bank statements for everyone in the household
- Social Security Card or Permanent Resident Card for everyone in the household

Proof of Residency

Please provide proof of residency documentation verifying the current physical address for each household member. The acceptable forms of Proof of Residency documentation include any of the following with a household member's name and current address:

- School documentation
- Healthcare plan or healthcare bills
- Utility bills, bank statements, or DMV communications
- Voter registration
- Tax returns claiming dependents



Home Preservation Application

Applicant Information

Full Legal Name _____ Primary Phone Number _____

E-mail _____

How did you hear about Habitat for Humanity Greater San Francisco's Home Preservation Program?

- Habitat Website
- Social Media (for example, Facebook or Twitter)
- Community-based organization (ex: YMCA or Senior Center)
- Other Habitat Home Repair Client or Applicant
- Faith-based organization or house of worship
- Word of Mouth (ex: friends, family, colleagues)
- Postcard, letter, or flyer
- Other, please specify: _____

Home Information

Home Address _____

What year was the home purchased (by you or a family member if you inherited the home)? _____

Please provide the year you inherited your home (if applicable) _____

What type of structure is your home? Single family Mobile home Townhome Condo

How many bedrooms are there in the house? _____

How many bathrooms are there in the house? _____

How tall is your house? 1-story 2-story 3-story

Loans

Are there any outstanding loans on this home? Yes No

If yes, please answer the following regarding the outstanding loan or loans on your home:

How much is the outstanding loan for? _____

What is the purpose of the outstanding loan? _____

Is this loan deferred? Yes No

If you are currently paying this loan, how much do you pay per month? _____

Language and Accessibility

What is your preferred language? _____

If English is not your primary language, is there someone in the house that can translate for you? Yes No

Is someone else filling out this application for you? Yes No

If you answered yes, please include the name, phone number and your relationship to the person filling out this application on your behalf. Name _____ Relationship to applicant _____

Phone number _____ E-mail _____

Future Plans

Do you plan to sell your home in the next 5 years? Yes No Not sure

Do you have a will established that includes this home? Yes No Not sure

Do you have a revocable or irrevocable trust established that includes this home? Yes No Not sure

Have you applied for other home repair programs or sought out additional support/resources? Yes No

If you answered yes above, please share what other programs or organizations you've reached out to or applied for:

Household Composition

Is there a person with a disability in the household? Yes No If yes, how many? _____

Is there a military service member in the household? Yes No

If yes, how many? _____

Are they active duty or veterans? Active Duty Veteran Both Active Duty and Veterans in household

Housing Situation

Do you rent out any part of your home? If yes, please attach the most recent lease agreement signed by both parties.

If a lease agreement does not exist, please write a letter verifying the agreement and have both parties sign it.

Yes No

Are there any known code enforcement issues? This will not be held against you, and our program is experienced at working with local government for approval and inspection. Yes No

If yes, have you been cited? This will not be held against you, and our program is experienced at working with local government for approval and inspection. Yes No

Please use the following pages to better prepare our team to assess your home in person.

Roof

Please check all boxes that apply.

Roof Type

- Sloped with Shingles
- Sloped with Tiles
- Flat with PVC or other membrane type material
- Flat with Tar and Gravel
- Unknown

Roof Condition

- Leaking
- Holes
- Mold present near leaks
- Leaks are causing parts of the ceiling to fall down
- Old (over 20 years)
- Shingles coming off
- Sagging roof structure
- Previous repairs completed
- Other – please describe _____

Gutters and Downspouts

Please check all boxes that apply.

- Gutters are clogged
- Gutters are rusted and/or have holes
- Gutters are falling away from roof
- Gutters are missing

- Downspouts are clogged
- Downspouts are disconnected or not complete
- Downspouts are rusted and/or have holes
- Downspouts do not drain away from the foundation

Siding

Please check all boxes that apply.

Siding Type

- Stucco
- Wood
- Vinyl
- Other _____

Siding Condition

- Stucco is cracked or crumbling
- Siding is falling off
- Siding looks rotted
- Siding is in poor condition
- Window trim is rotted or falling off
- Paint is peeling

Deck or Porch

Please check all the boxes that apply and circle to indicate location where applicable:

Location

- Front of my house
- Back of my house

Type *specify location*

- Wood (front / back)
- Concrete (front / back)

Deck or Porch Condition

- My deck or porch is unstable
- My deck or porch connects to stairs
- Boards on my deck or porch have dry rot, are broken or missing
- Railings on my deck or porch have dry rot, are broken or missing
- My deck or porch is the only way of exiting the back of my home
- My deck or porch is the only way of exiting the front of my home

Fence

Please check all the boxes that apply and circle to indicate location where applicable:

Fence Location(s)

- Front fence
- Back fence
- Side fence

Fence Type *specify location*

- Wood fence (front / back / side)
- Metal or security fence (front / back / side)
- Other (front / back / side)

Fence Condition *specify location*

- Fence is leaning or sagging (front / back / side)
- Fence boards are missing (front / back / side)
- Fence has fallen over (front / back / side)
- It looks like there is dry rot (front / back / side)
- Gate is hard to open (front / back / side)
- Gate is inoperable (front / back / side)

Floors

Please check all the boxes that apply:

Flooring Type

- Hardwood
- Linoleum
- Carpet
- Vinyl
- Other

Flooring Issues

- My floor has holes in it
- My floor has water damage
- My carpet appears moldy
- My carpet is loose or is a trip hazard
- My floor is warped and/or buckling

Stairs

Please check all the boxes that apply and circle inside or outside to indicate where the issue is located:

- | | | |
|----------------------------------|--|--------------------|
| <input type="checkbox"/> Inside | Stair Issues <i>specify location</i> | |
| <input type="checkbox"/> Outside | <input type="checkbox"/> Stair treads have dry rot, are loose or missing | (Inside / Outside) |
| | <input type="checkbox"/> Stair structure/stringers have dry rot | (Inside / Outside) |
| | <input type="checkbox"/> Railings have dry rot, are loose, or missing | (Inside / Outside) |
| | <input type="checkbox"/> Handrail has dry rot, is loose or missing | (Inside / Outside) |
| | <input type="checkbox"/> Stairs are generally unsafe to use | (Inside / Outside) |
| | <input type="checkbox"/> Someone injured as a result of the condition of stairs or handrails | (Inside / Outside) |

Mobility and Accessibility

Please check all the boxes that apply:

- | | |
|---|--|
| <input type="checkbox"/> I have no grab bars and I feel I need them
How many do you think you need? _____
In what room/s would you like them? _____ | <input type="checkbox"/> I or someone living in the home has fallen as a result of not having grab bars. |
| <input type="checkbox"/> I could use additional grab bars
How many additional do you need? _____
In what room/s would you like them? _____ | <input type="checkbox"/> Someone in my house needs a ramp for accessibility |
| | <input type="checkbox"/> My toilet needs to be raised for accessibility |
| | <input type="checkbox"/> My bathtub is unsafe |
| | <input type="checkbox"/> My doors are too narrow |

Heater or Furnace

Please check all the boxes that apply:

- | | |
|---|--|
| <input type="checkbox"/> My current heating system does not keep my home at a comfortable temperature | <input type="checkbox"/> I think air flow/circulation might be a problem |
| <input type="checkbox"/> I only have heat in some rooms in my home | <input type="checkbox"/> Attempted to have a repair done, was told issue could not be resolved due to presence of asbestos |
| <input type="checkbox"/> My thermostat is not working | <input type="checkbox"/> I noticed a draft near a door |
| <input type="checkbox"/> I know or think that there is no insulation in my home | <input type="checkbox"/> I noticed a draft near a window |
| <input type="checkbox"/> My energy bill is too high and I cannot afford to run my heater | <input type="checkbox"/> I noticed a draft in a specific area of my home |

Ventilation

Please check all the boxes that apply:

- | | |
|---|--|
| <input type="checkbox"/> I do not have a working window or exhaust fan in my bathroom | <input type="checkbox"/> I do not have a working exhaust fan over my stove |
|---|--|

Plumbing

Please check all the boxes that apply:

- | | |
|--|--|
| <input type="checkbox"/> Lead pipes | <input type="checkbox"/> There is very low or no water flow out of my faucet |
| <input type="checkbox"/> My toilet runs | <input type="checkbox"/> Drains are leaking or disconnected under my sink |
| <input type="checkbox"/> My toilet does not flush | <input type="checkbox"/> My shower head leaks |
| <input type="checkbox"/> My toilet leaks when I flush it | <input type="checkbox"/> There are plumbing fixtures I don't use in my house because they are not working or leaking |
| <input type="checkbox"/> My faucet leaks | <input type="checkbox"/> Other – please describe: _____ |

Electricity

Please check all the boxes that apply:

- | | |
|---|--|
| <input type="checkbox"/> I have exposed wires coming out of the wall or ceiling | <input type="checkbox"/> When I plug something into an outlet there are sparks |
| <input type="checkbox"/> I have one or more outlets that don't work | <input type="checkbox"/> Other – please describe:
_____ |
| <input type="checkbox"/> I have one or more light switches that don't work | |

Appliances

Please check all the boxes that apply:

Stove

- The oven doesn't work
- One or more burners do not work
- The hood/fan does not work

Refrigerator

- The fridge does not work
- The freezer does not work

Other Concerns

Please check all the boxes that apply:

- | | |
|--|---|
| <input type="checkbox"/> I have or think I have lead paint | <input type="checkbox"/> There are signs of pests (bugs, rodents, etc.) in the last 90 days |
| <input type="checkbox"/> I have holes or open cracks in the walls or ceilings | <input type="checkbox"/> Other, please specify _____ |
| <input type="checkbox"/> More than 8 by 11 inches of peeling paint or broken plaster | _____ |

Please state the top 5 concerns about your home

1. _____
2. _____
3. _____
4. _____
5. _____

Please add any other comments you want, including how these repairs will help you. This is optional.

Will you be a willing partner?

Participants in Habitat’s home preservation services must contribute to their project’s success by being a good partner in the following ways. Please initial the following to show that you understand and are willing to do the following:

- _____ **Availability** – Answer and return phone calls, and return forms requiring your signature in a timely manner. Make a reasonable effort to be available for visits and repair work.
- _____ **Patience** – Habitat for Humanity is a nonprofit organization dedicated to helping those in need. Please exercise patience and show kindness when dealing with our staff and volunteers.
- _____ **Participation** – All able-bodied residents in your home are expected to work with Habitat’s staff and volunteers to complete repairs.

Applicant Signature _____ Date _____

I acknowledge that this application is completed accurately and to the best of my knowledge

Please visit the address below for our San Francisco Home Rehab Landing Page
<https://habitatgsf.org/habitat-for-humanity-greater-san-francisco-home-repairs-south-east-city/>

The screenshot shows the top navigation bar with the Habitat for Humanity Greater San Francisco logo on the left, followed by links for 'Who We Are', 'What We Do', 'How to Help', and 'Learn More'. On the right, there is a search icon, a green 'Donate' button, and social media icons for LinkedIn, Twitter, and Facebook. The main banner features a smiling man in front of a blue wall, with the text 'HOME PRESERVATION' above the main headline 'San Francisco Home Repair Applications Open Now'. Below the banner is a navigation menu with links: 'How to apply', 'Requirements to apply', 'Eligible neighborhoods', 'The types of repairs we make', and 'FAQs'. The main text block states: 'Habitat for Humanity Greater San Francisco is accepting applications from long time San Francisco homeowners living in specific Southeastern neighborhoods for qualifying home repair services. Applications open June 15, 2022 and will be processed on a first-come, first-served basis. The home repair services are being offered in partnership with the California Department of Housing and Community Development.' At the bottom of the text block, the heading 'How to apply:' is displayed in a bold, dark blue font.

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Homeward Bound of Marin

Website URL

www.hbofm.org

DUNS

949337059

Mailing Address

1385 North Hamilton Parkway
Novato, California, 94949

Project Contact Name

Paul Fordham

Title

Co-Chief Executive Officer

Email Address

pfordham@hbofm.org

Phone Number

(415) 382-3363

Executive Director Name

Mary Kay Sweeney

Executive Director Email Address

mksweeney@hbofm.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

Founded in 1974, Homeward Bound is the leading provider of shelter and supportive housing for people experiencing homelessness in Marin County, including veterans, families, seniors, and people who struggle with mental health issues or disabilities.

Our mission of “opening doors to safety, dignity, hope, and independence,” is coupled with a vision that “everyone deserves a place to call home.”

Serving 886 people last year (252 family members and 634 single adults), Homeward Bound offers 20 residential programs throughout Marin. Safe and dignified living accommodations are paired with individualized counseling and an array of social and employment services to help people secure housing, achieve self-sufficiency, regain their independence, and lead fulfilling lives. Last year, our programs and services ensured 88% of families and 77% of adults exited Homeward Bound for housing opportunities.

Homeward Bound has grown steadily over the years in response to the demand for housing and services, and our annual agency budget, now over \$13 million, has kept pace. Our workforce has also expanded each year so that we now employ a highly diverse, experienced, and skilled staff of 75 full-time and 27 part-time individuals—including numerous persons with lived experience of homelessness—who are engaged in program activities, support services, housing assistance, job training, and social enterprises.

A key reason for Homeward Bound’s forward progress has been the sustained and consistent leadership of a highly committed and engaged Board of Directors, including persons with lived experience, varied passions, perspective, and skills. In addition, a five-person leadership team brings more than 70 years of relevant experience and a proven track record of collaboration and success. This team includes two Co-Chief Executive Officers, Chief Operating Officer, Chief Program Officer, and Chief Equity Officer.

Over the years, Homeward Bound has successfully launched several major developments comparable to this project. In 2022, we celebrated the opening of the Jonathan’s Place after a multi-year \$19 million capital campaign. It now provides 32 beds of affordable housing and 40+ beds of emergency shelter for adults. In 2018 we opened King Street Senior Housing in Larkspur with a \$1.3 million renovation budget and a construction timeline of less than one year, transforming a vacant former convent into a permanent group home for 12 seniors exiting homelessness. In 2016, we opened Oma Village following a multi-year construction schedule and \$6.6 million budget. Built with significant local grant support, this Novato housing community now provides 14 affordable homes for families transitioning from homelessness. In 2008, we opened the doors to the Next Key Center, which took \$9.3 million to complete and is home to 25 adults and 4 small families living in 29 studio apartments; a 6-bed medical respite program; our culinary job training program and social enterprise hub, and Homeward Bound’s administrative offices.

Have there been any recent or upcoming leadership transitions?

Homeward Bound’s continues to plan and adapt its leadership to lay the foundation for continued success and growth. Last year, the agency moved from a single Executive Director to a Co-Chief Executive Officer model by promoting its Deputy Director, Paul Fordham to work alongside Mary Kay Sweeney. This change not only recognized the reality of Paul’s professional development and performance, but also positioned the agency for a smooth executive transition when Mary Kay eventually retires. Likewise, the agency had futures needs and challenges in mind when it established key new leadership positions and recognized performance by promoting LaSaunda Tate to Chief

Operating Officer, Anna Hurtado to Chief Program Officer, and Shikira Porter to Chief Equity Officer. Finally, Homeward Bound's Director of Finance, Bob Heinen, has decided to enter a well-deserved retirement, but is graciously continuing to support the agency as it recruits for a new Director of Finance. The agency's Finance Department also includes an Accounting Manager and three finance associates, all of whom helping to ensure continuity during the transitional period.

Recently and over the years, Homeward Bound's agency trajectory has been one of program expansion and budget increases. For example, since the beginning of the pandemic the agency has added the following new programs, some permanent and others temporary responses to COVID-19:

- 2022 – added 40+-bed Jonathan's Place Emergency Shelter and 32-studio-unit Jonathan's Place affordable housing
- 2022 – opened 18-studio-unit Casa Buena affordable housing in Corte Madera
- 2021 – launched the Casa Nuestra program, providing Housing Choice Vouchers and scattered site housing for 10 families
- 2020 – operated and then closed temporary motel-based non-congregate shelters for 23 families and up to 60 adults at risk from COVID-19.

On the other hand, the start of the pandemic caused a temporary 10% drop in the annual number of persons who could be accepted into Homeward Bound permanent programs due to public health restrictions and social distancing requirements in our shelter services.

In the years prior to the pandemic, some of our major program additions have included the 26-bed Housing at Last, 33-bed Family Place, 35-bed Oma Village, 29-bed Families First, and 12-bed King Street Housing.

Meanwhile, Homeward Bound's annual agency budget has grown every year without fail, for example from just over \$9 million in 2019-20 to just over \$13 million in 2022-23. This reflects strong and steady confidence and support from government, foundation, and private funders and contributors and continued growth of our rental and social enterprise revenues.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

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If applicable, what is the organization's standing with licensing or other accreditation authorities?

N/A

How does your organization verify client income?

Homeward Bound verifies client income initially and a least annually thereafter to determine eligibility and to determine the client's monthly occupancy fee towards a housing unit. Occupancy fees are 30% of the client's monthly adjusted income. Therefore, to calculate the client's monthly adjusted income, clients must complete an income verification checklist and submit all supporting documentation i.e. paycheck stubs, General Assistance/General Relief statements, Social Security Disability Income statements, Supplemental Security Income statements, and/or benefits documentation from the Veterans Administration. After the income verification checklist and supporting documents are collected and reviewed, a Homeward Bound finance associate uses the HUD Income & Resident Rent Calculation Worksheet to determine the client's rent contribution.

This process is repeated annually in line with requirements of the CoC Interim Rule. As a lease agreement condition, clients must agree to supply the information or documentation necessary to verify their income. Also, clients must provide the landlord with information at any time regarding changes in income or other circumstances that may result in changes to the client 's rent contribution.

General Project Information

Project Name

Novato Veterans and Workforce Housing

Project Address

826 State Access Road
Novato, California, 94949

Assessor's Parcel Number (APN)

APN 157-970-07

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

HOME-ARP

CDBG Housing

HTF/PLHA Amount Requested

\$2,358,030

HOME-ARP Amount Requested

\$2,467,167

CDBG Housing Amount Requested

\$600,000

CDBG/HOME-ARP applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

No

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

This project will develop veterans and workforce housing on the 2.8-acre "HUD Parcel" site in the former Hamilton Army Airfield in Novato. This future housing will provide 50 critically needed new homes, including 24 affordable one-bedroom units of permanent supportive housing for veterans in a two-story apartment building, and 26 one-bedroom rental units of workforce housing in an adjacent and similarly designed two-story structure. The site will also include a job training facility. With the Phase 1 veterans units essentially fully funded, the \$5.425 million requested will be used for eligible costs for developing the Phase 2 workforce housing units.

Located next to existing housing programs operated by Homeward Bound, this new development will replace three former warehouses and complete a coherent campus of services to address homelessness in Marin. The Affordable Housing Fund and Permanent Local Housing Allocation (HTF/PLHA) and HOME Investment Partnership American Rescue Plan (HOME-ARP) funding requested will be used for construction of the housing and related improvements. The Community Development Block Grant Housing (CDBG Housing) funding requested will be used only for eligible costs such as off-site improvements (e.g., utilities).

The workforce housing units will provide critically needed affordable housing for six small families and 20 single adults who are exiting homelessness and entering or reentering the labor force. The family housing will be grouped on the ground floor on the private back of the building.

The veterans housing units will offer affordable and dignified living spaces for all remaining unhoused veterans in Marin, making our community one of the first in California to ensure every former service member has a place to call home.

Tenants will receive onsite case management and connections to resources such as public benefits, employment, medical care, legal aid, childcare, or transit. In addition, residents will have access to all the amenities of Homeward Bound's adjacent New Beginnings Center, including 24/7 staffing and daily meals. The project is conveniently located within a half mile to a SMART train station, multiple bus lines, a library, grocery store, and parks.

Building on the existing structural landscape of Marin, this project represents a unique opportunity to replace disused buildings with vibrant new homes and fulfill the decades-long intentions of a Novato reuse plan to develop the property for the purposes of serving people without housing.

With a 55-year renewable \$1.00 ground lease approved by the City in 2019, Homeward Bound has engaged with long-time local architectural partner, Fredric C. Divine Associates. Key milestones reached thus far include holding public neighborhood meetings to gain community input, and approval of exterior design and landscape plans for the site. Most recently, Homeward Bound broke ground on the veterans housing after securing Novato City Council approval of a CEQA clearance, precise development plan, and design review for the entire project (veterans and workforce housing and job training facility). We look forward to completing construction of the veterans housing by the end of 2024 and the workforce housing at latest by the end of 2025

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

The site is part of the former Hamilton Army Airfield, which was closed by the military in 1975. Under the Hamilton Reuse Plan, the base was turned over to the City of Novato and is now a planned community with a broad array of residential, commercial, open space, and civic uses.

As a decommissioned military base, HUD approved the Hamilton Reuse Plan for this site under the McKinney Act, which included a Legally Binding Agreement that the HUD Parcel be designated for homeless service uses, including housing, services, supportive employment, and job training.

The HUD Parcel is now occupied by three dilapidated structures built prior to 1952 by the military for use as barracks. These old buildings will be demolished to make way for the new veterans housing, workforce housing, and job training facility.

While the vision for this project has long existed, work began in earnest in 2018, when Homeward Bound asked the City for a ground lease for the site and requested Fredric C. Divine Associates to develop architectural plans. Since then, key milestones that have been reached include:

- 2018 – 2020 – Homeward Bound held public neighborhood meetings to gain community input on the initial project design and made revisions according to the input.
- 2019 – 2020 – Homeward Bound submitted an application for design review, participated in a design review process, and made revisions according to the input.
- December 2019 – the Novato City Council approved a 55-year \$1 ground lease of the HUD parcel to Homeward Bound.
- January 2020 – the Novato Design Review Commission moved to forward to the Planning Commission a recommendation of approval of exterior design and landscape plans
- June 2020 – the Novato City Council voted to grant the project in lieu housing funds of \$750,000 in to off-set development fees.
- 2020 – 2022 – Homeward Bound has secured more than \$14.4 million to complete Phase 1, which includes demolition, underground facilities and ground preparation, off site facilities, and the veterans housing: This includes: \$3 million short-tern loan from Novato, \$4 million from the State of California 2021 Budget, \$3 million from the State Veteran Housing and Homelessness Prevention (VHHP) program, \$2.2 million from Marin Community Foundation (MCF), \$750,000 from the City of Novato, \$526,526 in HOME funds, \$250,000 in CDBG funds, \$966,528 from two years of Marin County Affordable Housing Trust awards, and more.
- August 23, 2022 – Novato City Council approved environmental clearance, precise development plan, and design review, setting the stage for the ground breaking.
- January 2023 – the U.S. Department of Housing and Urban Development approved NEPA review.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

A key benefit of the project is that it is adjacent to Homeward Bound’s main campus, where many services are already provided onsite. For example, Spahr Center, Ritter Center, AA, and NA all provide substance abuse recovery services or groups on site. The Fresh Starts Culinary Academy and other training opportunities are located on campus, and the NBC cafeteria provides three free meals per day. A full-time Housing Case Manager works exclusively with veterans staying at the New Beginnings Center (NBC) and the HUD VASH program has a caseworker office in the NBC As such, the project will be part of what is truly a center for homeless services, and tenants of the project will be able to timely and easily obtain needed services.

The site is served by the nearby Hamilton SMART station, as well as 3 different transit lines within .3 miles (the 49, 251, and 257). And Homeward Bound provides bus vouchers. In addition, there are:

- One grocery stores within .5 miles - Safeway and another within 1 mile - Nugget Market
- One shopping center within .5 miles – Hamilton Marketplace and another within 1 mile – Pacheco Plaza
- Three parks within 1 mile – Clark Blasdel Community Park, Bay Trail/Hamilton Wetland Preserve, and Loma Verde Preserve
- Two medical clinics within .5 miles – Sutter Health Walk-In and Action Health Clinic
- Two schools within .5 miles – Novato Charter (K-8) and Hamilton Middle School, and anther within 1 mile – Loma Verde (K-5)
- Two childcare/preschool programs within .5 miles – Hamilton Montessori (toddler – K) and North Bay Children’s Center (toddler, preschool, and after school), and one within 1 mile – Novato Children’s Center (ages 3 – 8).
- Four public recreation facilities within 1 mile – South Novato Library, Hamilton Community Pool, Hamilton Field History Museum, and Marin Museum of Contemporary Art.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

No known environmental issues

Notes or clarifying information on environmental issues:

The project has completed a Phase 1 Environmental Site Assessment (ESA), and no issues were found. The project has received both CEQA and NEPA clearances.

Have you begun any state or federal environmental review procedures for the proposed project?

Yes

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Co-Chief Executive Officer Paul Fordham is the lead project manager for development of the housing and job training facility, a role he fulfilled for the prior Jonathan’s Place, Casa Buena, Oma Village, King Street Senior Housing, and Next Key Center efforts. Paul coordinates the project and interfaces with all key players, including Novato planning officials, County program staff, and the design, construction, and development teams. As such, this includes Homeward Bound’s long-time architectural services provider, Fredric C. Divine Associates, a role the firm very successfully carried out for Jonathan’s Place and King Street Senior Housing; and Homeward Bound’s Board, leadership, and development team (including consultant Tony Gardner) who are all working together on fundraising and have demonstrated past success with the Jonathan’s Place, Oma Village, King Street Senior Housing, and Next Key Center capital campaigns.

Once the project is up and running, Chief Operating Officer LaSaunda Tate will be the lead for operation of the housing, including marketing and occupancy, resident and community relations, maintenance and repair, program policy development and compliance, program policies and staffing. LaSaunda has 15 years of experience including overseeing operations of each of Homeward Bound’s 20 unique residential programs. Chief Programs Officer Anna Hurtado will be the lead for programming and supportive services. Anna also has 15 years of relevant experience and currently oversees programs and services for all adult, family, veteran, and mental health programs. Finally, Chief Equity Officer Shikira Porter will lead critical activities toward achieving justice, equity, diversity, and inclusion throughout the program.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

Homeward Bound has many year of experience affirmatively marketing its housing and shelter openings. As a result, the agency has made significant progress in serving traditionally underserved, underrepresented communities. For example, in the 2022 program year 25% of Homeward Bound clients were Latinx, compared with 22% in the countywide homeless population (Marin 2022 point-in-time-count) and 19% in the overall county population; 22% of Homeward Bound clients were African American compared to 22% in the countywide homeless population and only 2% in the overall county population; and 7% of Homeward Bound clients were Mixed Race/Other compared to 5% in the countywide homeless population and 11% in the overall county population. Meanwhile, only 41% of Homeward Bound clients were White compared to 65% in the countywide homeless population and 68% in the overall county population.

Historically, Homeward Bound has affirmatively marketed its programs by communicating all openings directly to staff partner agencies that extensively serve traditionally underserved, underrepresented

communities, such as the Marin City Development Corporation, Canal Alliance, Marin Asian Advocacy Project, Spahr Center, Community Action Marin, St. Vincent de Paul Society of Marin, Marin Center for Independent Living, Vivalon, and Marin County Health and Human Services. In addition, the agency regularly communicates its openings during meetings of the Marin Alliance to Solve Homelessness and Marin Volunteers Active in Disasters (VOAD), both of which include representation from the San Rafael Canal area, Marin City, and West Marin. Finally, Homeward Bound announces its new shelter and housing opportunities through the agency website, weekly newsletter, and through Facebook and Instagram. Together these are effective at reaching members of underserved, underrepresented communities, including, importantly, persons served in Homeward Bound's shelters who are looking for stable housing.

More recently Homeward Bound has conducted research to identify tailored means of advertising, including newspapers, radio stations, TV stations, internet and social media, and bulletin boards best suited to reaching African American, Latinx, and Disability communities, and has identified specific affirmative marketing evaluation and training approaches. With this information, Homeward Bound has developed a number of written Affirmative Fair Housing Marketing Plans, including one for this project. It is important to note that since all Homeward Bound's housing referrals now come through the Marin Coordinated Entry System (CES), we are in part dependent on the effectiveness of Marin CES's affirmative marketing. Homeward Bound has been a key part of the CES Community Redesign process aimed at making the process more inclusive and eliminating racial and gender bias resulting from the use of the original VI/SPDAT assessment tool. Homeward Bound led the Family CES redesign and is now participating in Adult CES redesign. A key goal for Homeward Bound is to ensure that the housing referrals we receive are in whole as diverse as our own shelter populations and the overall Marin homeless population.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

CDBG/HOME-ARP applicants only: How will this project Affirmatively Further Fair Housing?

This project will accept referrals through the Marin CoC Coordinated Entry System (CES), and thus will benefit from the CES program's affirmative marketing designed ensure that all people have fair and equal access to CES and housing and will not be "steered" toward any particular housing program or neighborhood due to factors such as race, ethnicity, national origina, disability, sex, presence of children, or membership in any federally protected class.

Moreover, Homeward Bound will take proactive steps intended to address longstanding patterns of segregation, discrimination, and disinvestment, including the development and implementation of an Affirmative Marketing Plan specific to this new housing opportunity, and by offering integrated housing in Marin outside an area of racially and ethnically concentrated poverty.

Homeward Bound's Chief Operations Officer, LaSaunda Tate, will be the lead on affirmative marketing. Outreach efforts will include marketing intended to draw the attention of these groups such as notices, media, and flyers placed via local Spanish-language websites, newspapers, or radio stations; community television stations, circulated with partners such as Vivalon and local Veterans Administration liaisons, bulletin boards at community centers, libraries, and Homeward Bound's shelters; or through social media posts on agency Facebook and Twitter accounts.

Housing information and application materials will be provided for Limited English Proficiency persons to ensure meaningful access, including bilingual staff who will provide verbal interpretation and written translation, as well as translated housing program contracts, flyers, and policies.

Community contacts for each targeted marketing population designated as least likely to apply for this housing development will include agencies with the ability and trust to influence such groups, including Marin City Development Corporation, Canal Alliance, Community Action Marin, St. Vincent de Paul Society of Marin, Marin Asian Advocacy Project, Marin Center for Independent Living, Vivalon, and Marin County Health and Human Services.

All marketing materials will be inclusive, culturally sensitive, and representative of the demographics of

the target groups identified in the Affirmative Marketing Plan, together with the supportive service populations this housing is designed to serve. The Equal Housing Opportunity logo will be included on all notices, lease documents, and marketing materials, and the HUD Federal Fair Housing poster will be displayed in the property office.

Future and continued marketing efforts following initial lease-up will be carried out to maintain occupancy goals in accordance with the Affirmative Marketing Plan. A staff data analyst will collect and report on project and organizational demographics to identify any population-based disparities in services provided and client outcomes, and inform steps needed to eliminate disparities and advance goals to affirmatively further fair housing.

Homeward Bound is committed to affirmatively furthering fair housing. The responsibility to promote nondiscrimination applies to this project and all Homeward Bound's residential programs. Homeward Bound complies fully with all federal, state, and local nondiscrimination laws, adhering to rules and regulations governing fair housing, civil rights, and equal opportunity in housing, which includes prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, age, familiar status, or disability.

Describe any past community engagement activities for this project, and future plans for community engagement.

As part of the homeless facilities component of the Hamilton Reuse Plan, Homeward Bound's facilities at Hamilton Airfield have undergone an extensive public process with many meetings (going back to the mid-1990s), during which neighbors and the public have had ample opportunity to comment on and influence building and program design. As a result, Homeward Bound has successfully engendered very broad community support for its activities at the former Hamilton Airfield, and the homeless services "campus," is fully aligned with the community, social, economic, and aesthetic goals set forth in the City's General Plan and Hamilton Reuse Plan.

During the design review process, the community fully engaged around the new housing being added to the campus. Thus, on April 25, 2018, Homeward Bound held a community outreach kick-off meeting with our Hamilton neighbors, three City Council members, two staff from Senator McGuire's office, VA staff, and County staff. Then, on November 19, 2019, Homeward Bound held a neighborhood meeting at the Next Key Center to surface neighbors questions, concerns, and comments. These meetings showed strong community and neighborhood support for the project, and all comments were considered in preparing and revising the project plans. The result benefited from the agency's hard work to develop excellent relationships with the Hamilton neighbors during the 30+ years we have operated programs at the former Hamilton Airfield.

Integration of the residents with the broader community will be a key goal of all project partners. Through its "good neighbor" policy, Homeward Bound will create opportunities for tenants and neighbors to meet and interact around common interests and concerns. Homeward Bound will address any neighbor complaints within 10 days. The site will be robustly staffed to handle issues whenever they arise and staff will work closely with neighbors to quickly resolve any issues.

Homeward Bound intends to have monthly tenant councils for each building that will be led by the tenants themselves. The goal will be to create a space for residents to connect, share resources and experiences, and encourage strong community. The tenant councils will select their own officers, will plan outings and activities, will hold "tenant circles" to discuss chores, neighbor relations, address conflicts, and build relations with staff; and will engage in volunteer and learning activities together.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio	0	0	0	0	0	0
1 bed	0	50	0	0	0	50
2 bed	0	0	0	0	0	0
3 bed	0	0	0	0	0	0
4 bed	0	0	0	0	0	0
Other	0	0	0	0	0	0
TOTAL UNITS	0	50	0	0	0	50

Notes or clarifying information on the unit count:

24 units for veterans and 26 units for adults and small families exiting homelessness and entering or re-entering the labor force.

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization's purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The "Total" column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Proposed project

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	33	9
Black/African American	16	0
Asian	1	0
American Indian/Alaskan Native	1	1
Native Hawaiian/Other Pacific Islander	1	0
American Indian/Alaskan Native & White	0	0
Asian & White	0	0
Black/African American & White	0	0
American Indian/Alaskan Native & Black.African American	0	0

	Total Number of Persons	Persons Identifying as Hispanic/Latino
Other Multi-Racial	4	0
Other/Not Disclosed	0	0
TOTAL (Unduplicated)	56	10

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

6

Female-headed households

15

Households that include person(s) with a disability

23

Notes or clarifying information on demographics:

The six families will be small (parent and infant or small child) and will be grouped in family section of the workforce housing - six units on the ground floor in the private back of the building.

Project Planning

Select the current phase of the proposed project.

Planning

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Tuesday, August 23, 2022

Complete planning and environmental review

Tuesday, August 23, 2022

Release bid package

Saturday, December 1, 2018

Select contractor

Saturday, January 5, 2019

Finalize contract

Tuesday, January 8, 2019

Obtain building permits

Thursday, March 30, 2023

Start construction

Friday, March 31, 2023

Complete construction

Monday, December 1, 2025

Additional Milestones for New Construction and/or Rehabilitation Projects

Milestone	Estimated Completion Date
Groundbreaking for Phase 1 Veterans housing held	11-10-2022
Building permit for Phase 1 Veterans Housing expected	03-30-2023
Building permit for Phase 2 Workforce Housing expected	07-30-2023
Construction phase for Phase 1 Veterans Housing	12-01-2024
Fundraising completed for Phase 2 Workforce Housing	12-01-2024
Certificate of occupancy and doors opened for Phase 1 Veterans Housing	12-31-2024
Construction phase for Phase 2 Workforce Housing	12-01-2025
Certificate of occupancy and doors opened for Phase 2 Workforce Housing	12-31-2025

Explain any additional milestones for New and/or Rehabilitation Projects below:

Dates above are estimated. Additional milestones are added to reflect the two project phases:

Phase 1 veterans housing and site and off site work
Phase 2 workforce housing.

CDBG/HOME-ARP applicants only: Describe any flexibility regarding your project’s start/completion date.

Phase 1, which includes demolition, underground facilities and ground preparation, off site facilities, and the veterans housing, is funded and on track for completion by the end of 2024. The Phase 2 workforce housing will be considerably easier since all the on- and off-site preparation work will already be done. Therefore, Phase 2 will be completed no later than the end of 2025 and possibly considerably earlier, depending upon funding.

Will you be seeking Project Based Section 8 Vouchers for this project?

Yes

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Homeward Bound has a 55-year renewable \$1.00 ground lease for the HUD Parcel approved by the City of Novato (the landowner) in 2019.

Please describe in detail the entitlements and permits that will be required, and those already obtained. For example, Design Review, Master Plan, Zone Change, General Plan Change,

Coastal Permit, etc.

As of this date, the project has achieved all the entitlements and approvals needed for Phases 1 and 2 of the project, except for building permits. The following provides details.

The very first step was HUD's approval of the Hamilton Reuse Plan under the McKinney Act, which included a Legally Binding Agreement that the HUD Parcel be designated for homeless service uses, including housing, supportive employment, and job training.

No zoning changes were needed as the project is an allowable use under the existing Planned District designation.

No general plan changes were required. On November 19, 2019, the Planning Commission determined that the ground lease and the proposed uses are fully consistent with the Novato General Plan under the existing Community Facilities general plan designation.

The project was subject to design review. As mentioned earlier, Homeward Bound submitted a complete application for design review and has successfully engaged with Novato Design Review Commission, Novato Planning Commission, City staff, and the public in the design review and approvals process. As a result, on January 15, 2020, Design Review Commission moved to forward to the Planning Commission a recommendation of approval of exterior design and landscape plans for the site.

The project was also subject to a Precise Development Plan as required for all projects in a Planned District zone. Homeward Bound submitted the Precise Development Plan application and engaged in the detailed design review, Planning Commission, and City Council review and approval process. On August 23, 2022, the Novato City Council provided an environmental clearance and approved the precise development plan and design review, setting the stage for the ground breaking.

Finally, Homeward Bound has submitted an application for a building permit for Phase 1 of the project and expects to pull the building permit by March 30. Homeward Bound will then prepare an application for the Phase 2 building permit as soon as possible.

Describe any contact with the planning staff at the relevant government jurisdiction, and any specific feedback they provided.

Homeward Bound is grateful to have worked closely on the design review, entitlement, environmental review, and ground lease process with City Manager Adam McGill, Community and Economic Planning Director Vicki Parker, Planning Manager Steve Marshall, Senior Planner Hans Grunt, and Planner II Vivek Damodaran. City staff have been true partners on the project; have provided clear and comprehensive information, feedback, and explanations on the planning requirements that had to be met and project information needed; and have coached and guided us through the ground lease, design review, and entitlement approval process at the Design Review Commission, Planning Commission and City Council levels. Without the support of planning staff, the project would not be as far along as it is.

Some of the key feedback to date has had to do with the ground lease terms and the exterior design and landscape features of the site. Based on this feedback, Homeward Bound agreed to include the shared drainage easement language in the lease, and twice revised the project plan documents to meet Design Review Commission and staff comments regarding exterior appearance and landscaping.

Identify all applicable accessibility laws and specific accessibility requirements that must be met in the design of the proposed project.

Applicable accessibility laws include the federal Fair Housing Act, federal Americans with Disabilities Act and Section 504, California Accessibility Act, and California Building Code accessibility standards. Accessibility features for the project include:

- Eight disabled access parking spots
- All walkways, entrances, doorways, doors/hardware, ramps, drinking fountains, rails, stairways/landings, and appropriate signage (including raised braille) will meet accessibility standards
- All ground-floor units will be fully accessible.

In addition, all residents will be provided with a reasonable accommodation form when requesting additional support for disability related matters. Homeward Bound has a Section 504 Officer, LaSaunda Tate, who reviews all requests and responds to the resident within the allotted timeline. Applicants are made aware of Homeward Bound's Notice of Rights to a Reasonable Accommodation during the intake

process and when signing their lease. The notice informs each client that at any stage in the housing process they may request a reasonable accommodation. LaSaunda conducts an interagency Reasonable Accommodation training once a year and requires all housing staff to attend Fair Housing Advocates of Northern California's Legal Obligations and Rights of Housing Providers Under Federal and State Fair Housing Law for Applicants and Tenants with Disabilities Training.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

Homeward Bound already has permanent commitments totaling more than \$14.4 million and a short-term City of Novato construction loan of \$3 million (see Sources and Uses and commitment attachments), which is largely enough to complete development of Phase 1 of the project and get started with Phase 2. We are moving rapidly forward with our major Project Homekey request, Capital Campaign, and foundation and corporate requests, and are on track to to achieve sufficient commitments to complete Phase 2 development by the end of 2025.

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

Homeward Bound will submit its application to the County to be a Project Homekey, Round 3, development sponsor by the deadline of March 22, 2023 and expects to receive a notification of the result by March 29, 2023. The State has not yet released the State Project Homekey Round 3 RFP. However, they have forecasted release in March 2023, and based on prior RFPs, we can guess that applications will be due around July 2023 and that awards will be announced within 45 days and standard contracts issued on a rolling basis after completion of all documentation. We believe there is a strong likelihood we will be successful given the eligibility, strength, and readiness of the project.

Finally, our Capital Campaign for individual contributions and requests to additional foundations and corporate donors are ongoing and should be complete no later than December 2024, and probably earlier. Our expectation of success is based upon our prior track record of obtaining individual contributions, foundation grants, and corporate donations for similar capital development projects, such as Jonathan's Place, the Next Key Center, and Oma Village.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

If we do not receive all the funds we have requested, or if committed amounts are lower than expected, we will identify and apply in 2023 and 2024 for additional federal, State, foundation, and private sources. One alternative would be to increase our planned Project Homekey Round 3 request by the amount needed to fill the gap. Another would be to apply for one-time CoC capital development funding that HUD plans to announce in 2023. We would also consider using conventional financing for long-term gap filling but want to keep the project affordability level high by avoiding the need to carry mortgage payments into the future.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

The project general contractor, McDevitt Construction, provided the construction costs as estimates. The overall costs for the housing are within area expectations considering the cost of labor, materials, and professional fees in the Bay Area, as well as considerable costs needed for demolition of the existing building and site work. The following applicable cost categories are within these industry standards:

- 6% Design
- 2% Supervision
- 1% Land survey
- 5% Hard cost contingency

- 10% Soft cost contingency
- 6% Project administration
- 6% Other developer costs, e.g., capital campaign

The general contractor's combined general requirements, overhead, and profit are below 14%, which meets California Department of Housing and Community Development feasibility guidelines.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

We are thrilled that Marin County has already committed \$1,743,054 to the project including:

- \$459,528 – 2021 Marin County Affordable Housing Trust/PLHA
- \$507,000 – 2022 Marin County Affordable Housing Trust/LHTF
- \$526,526 – 2021 HOME
- \$250,000 – CDBG

The County's ongoing partnership and support has been critical to the success of this effort. Key goals and accomplishments have included: (1) directly helping fill the funding gap; (2) indirectly helping to fill the gap by signaling County support for the project to other important funders, such as MCF and the State of California; and (3) strengthening the County and Homeward Bound's long-term collaboration around joint goals for providing affordable housing and ending homelessness.

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?

Homeward Bound does have outstanding County affordable housing trust, HOME, and CDBG grants for this project which have not been spent but are on track to be fully expended during the construction phase. We expect these committed funds to be fully used during Phase 1 of construction, i.e., no later than December 2024.

Over the years, Homeward Bound has received various CDBG and HOME grants from Marin County, for example for development of the Next Key Center, King Street Housing, Oma Village, and Jonathan's Place, and for repairs to the New Beginning Center. All of these previous awards have been fully expended.

Finally, Homeward Bound regularly receives County funding for ongoing services and operations of emergency shelter and housing programs. All such prior grants have been fully expended and current grants are on track for full expenditure with their contract timelines.

CDBG/HOME-ARP applicants only: Describe your organization’s experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?









Homeward Bound has extensive and long-term experience administering federal grant programs, including Continuum of Care (CoC), Emergency Solutions Grants (ESG), and VA Grant Per Diem (GPD). Homeward Bound has been awarded ESG funds nearly every year for family shelter. Our organization has re-applied again this year for our annual VA GPD funding, which averages approximately \$200,000 for veteran-designated transitional housing. Homeward Bound is familiar with Davis-Bacon prevailing wage. In 2017, we complied with Davis-Bacon requirements for \$80,000 in CDBG funds to replace the New Beginnings Center floors.

Describe your ability to complete financing for this project with a subset of units deed restricted at 30% of the Area Median Income (AMI). How many units can your project support at 30% AMI?

All future tenants will have project-based vouchers or HUD-VASH. This creates a viable option for offering affordable rents calculated at no more than 30% of a household’s income. All 50 units can be supported at 30% of AMI, and the subsidy income is enough cover operating and maintenance costs of the facility as detailed in our One-Year Operating Budget and 20-Year Pro Forma. Homeward Bound already has experience launching and managing a program based on this model - our King Street Senior Housing community in Larkspur has project-based vouchers for all units. As an added benefit of a project-based voucher program, if a tenant chooses to leave the program for a unit of their choosing elsewhere, they may be eligible for a tenant-based voucher to continue receiving assistance.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: “2023-24 [Document Name] for [Organization Name]- [Project Name].”

 2023-24 Board of Directors fo....pdf	 2023-24 CDBG Housing Bud... .xlsx
 2023-24 Current Year Operati... .pdf	 2023-24 FEMA Flood Map HU....pdf
 2023-24 Final Excel Spreads... .xlsx	 2023-24 Financial Statement... .pdf
 2023-24 HUD Parcel Site Con... .pdf	 2023-24 IRS Tax Exemption L....pdf

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Mary Kay Sweeney

Title of Person Completing this Application

Co-Chief Executive Officer

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

CDBG Housing Project Budget Template

Organization Name: Homeward Bound of Marin
Project Title: Novato Veterans and Workforce Housing

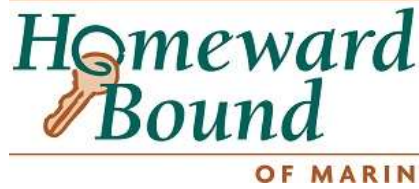
Date: March 16, 2023

INCOME:	Federal Grants Request		Other Funding Sources		In Kind
<i>Committed</i>					
Foundations:					
Marin Community Foundation - Pre-Development Funds			\$200,000.00		
Marin Community Foundation - Construction Funds			\$2,000,000.00		
Tamalpais Pacific			\$100,000.00		
United Way Bay Area			\$50,000.00		
Anonymous Private Foundation			\$300,000.00		
<i>(Add rows)</i>					
Government:					
Federal Omnibus 2022 Appropriation			\$750,000.00		
State of CA 2021 Budget Allocation			\$4,000,000.00		
State VHHP Permanent Financing - Will Take Novato Short-term \$3M Commitment			\$3,000,000.00		
HOME			\$526,526.00		
CDBG 2022			\$250,000.00		
Marin County Affordable Housing Fund/PLHA 2021			\$459,528.00		
Marin County Affordable Housing Trust/Local Housing Trust Fund 2022			\$507,000.00		
City of Novato			\$750,000.00		
<i>(Add rows)</i>					
Corporations:					
Wells Fargo Foundation			\$40,000.00		
The Home Depot Foundation			\$400,000.00		
<i>(Add rows)</i>					
Individual Contributions: (list total):					
Earned Income:					
<i>(Add rows)</i>					
Other (specify):					

(Add rows)				
Subtotal, Committed Income			\$13,333,054.00	\$0.00
Uncommitted				
Other (specify):				
Federal Grants Request	\$5,425,197.00			
Other Foundations:			\$500,000.00	
Misc. Foundations				
(Add rows to list other Foundations)				
Government:				
Project Homekey, Rd. 3			\$9,874,803.00	
(Add rows to list other Government agencies)				
Corporations:				
Misc. Corporate Grants			\$250,000.00	
(Add rows to list other corporations)				
Individual Contributions:			\$716,946.00	
Subtotal, Uncommitted Income			\$11,341,749.00	\$0.00
Other				
Earned Income:				
(Add rows)				
Subtotal, Earned Income			\$0.00	
Grand Total Income	\$5,425,197.00		\$24,674,803.00	\$0.00

EXPENSES (Add rows to list other expenses)	Housing Trust Fund Request	Other Funding Sources	In Kind
Direct Project Related Expenses			
Acquisition			
Purchase price			
Title/Recording/Escrow			
Demolition	\$200,000.00	\$200,000.00	
Removal of Easement			
Existing Improvements Cost			
(Add rows to list other direct project expenses)			
Pre-development			
Architecture - Design 6%		\$1,800,000.00	
Architecture - Supervision 2%		\$600,000.00	
Engineering 7%		\$1,800,000.00	
ALTA Land Survey 1%		\$280,000.00	
(Add rows to list other direct project expenses)			
General Development			

Off-Site Improvements	\$400,000.00			
Sewer/Water: Public Facility Improvements			\$250,000.00	
Environmental Remediation				
Site Work (hard costs)				
Structures (hard costs)	\$4,700,000.00		\$14,762,892.00	
General Requirements				
Contractor Overhead				
Contractor Profit				
General Liability Insurance				
Appliances & Laundry Eqpt				
Bldg Commissioning				
Solar System				
Prevailing Wage				
<i>(Add rows to list other direct project expenses)</i>				
Contingency Costs				
Hard Cost Contingency 5%			\$1,000,000.00	
Soft Cost Contingency 10%			\$322,108.00	
<i>(Add rows to list other direct project expenses)</i>				
Construction Period Expenses				
Construction Loan Interest				
Insurance in Construction			\$200,000.00	
Title & Recording Fees			\$95,000.00	
<i>(Add rows to list other specific project expenses)</i>				
Reserves and Other				
Local Devel. Impact Fees			\$200,000.00	
Furnishings/Furnitures			\$500,000.00	
Developer Fee			\$100,000.00	
<i>(Add rows to list other specific project expenses)</i>				
Subtotal, Direct Project Related Expenses	\$5,300,000.00		\$22,110,000.00	\$0.00
Developer Cost (specify % in column A below)				
Project Administration 6%			\$1,345,000.00	
Capital Campaign Costs (specify % in column A below)				
Capital Campaign costs 6%			\$1,345,000.00	
Grand Total All Expenses	\$5,300,000.00		\$24,800,000.00	\$0.00



Annual Operating Budget: 2022 - 2023

Revenue

Federal Government	1,906,648
State Government	1,130,009
County Government	3,632,308
City Government	16,000
Individual Contributions	2,100,003
Foundation Grants	1,007,003
Corporate Grants	362,548
Contracts	216,584
Rents	1,472,735
Client Contributions	10,800
Halo Products	16,000
The Key Room - Events Income	220,000
The Key Room - Kitchen Rental Income	12,000
Wagster Dog Treats	167,600
In-Kind Donations	79,050
Project Management Developer Income	635,000
Maintenance Reserves	100,000
Interest Income	100,456
Total Revenue	13,184,744

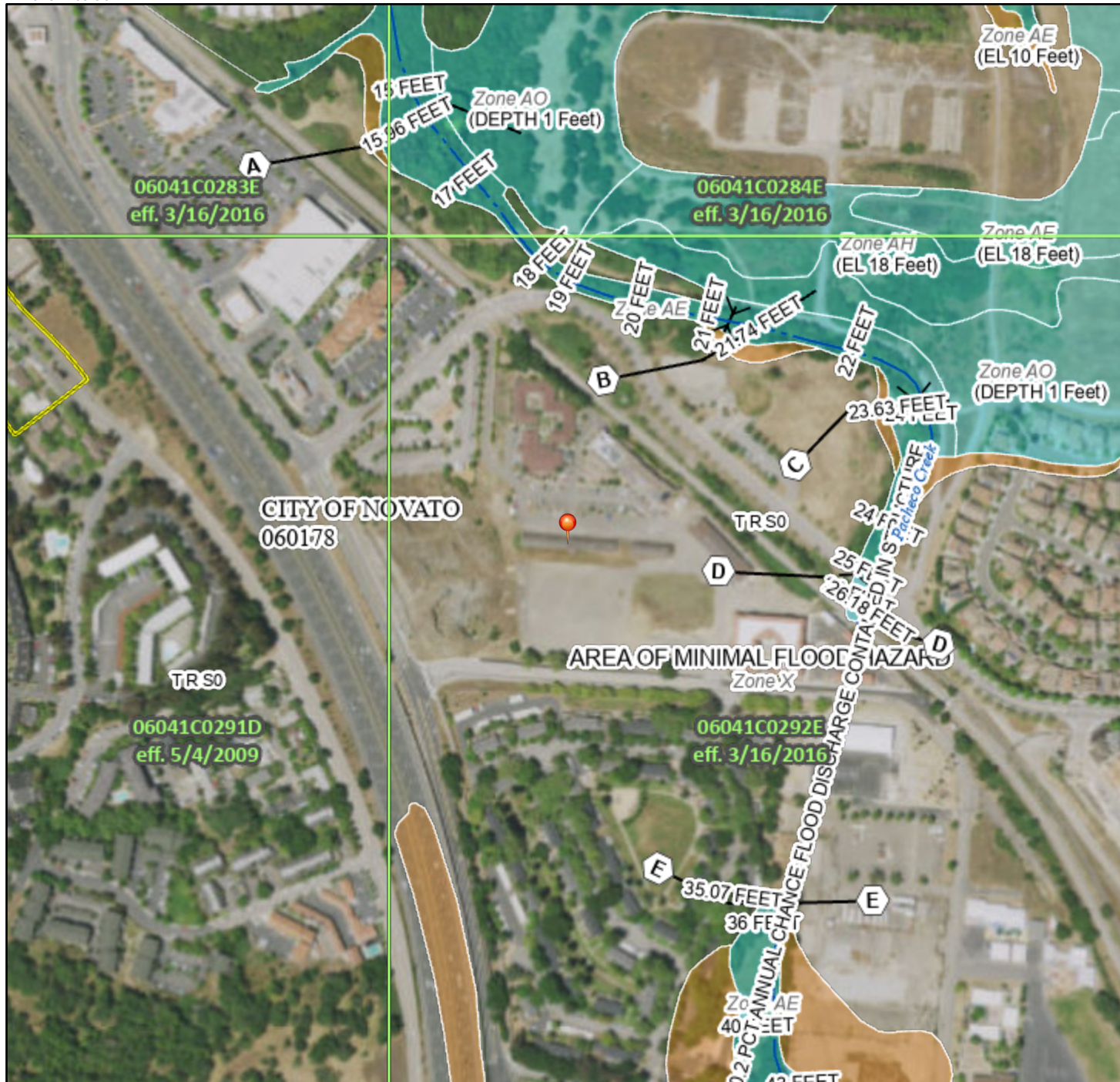
Expenses

Admin Labor	2,533,976
Program Labor	3,240,076
Social Enterprise Labor	1,054,903
Total Labor	6,828,955
Taxes and Benefits	1,559,446
Office and Admin	613,415
Marketing Materials	44,700
Lease & Utilities	2,745,540
Occupancy and Operating Reserves	1,309,533
Total Expenses	13,181,389
Gain or Loss (000)	3,355

National Flood Hazard Layer FIRMMette



122°32'5"W 38°3'51"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/10/2023 at 5:31 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

HOMEWARD BOUND OF MARIN
Board of Directors 2023

PRESIDENT

Bob Puett, Homeward Bound, Deputy Director (Retired)
Board member since 2010

VICE PRESIDENT

Dianne Snedaker, First Republic Bank, Executive Vice President (Retired)
Board member since 2002

SECRETARY

Sonia Seeman, Novato Deputy City Manager (Retired)
Board member since 2005

TREASURER

Elvira Echevarria, Senior Director of Development Management, SafetyChain Software
Board member since 2004

OTHER MEMBERS

Nicole Bartolini, Medical Social Worker at Kaiser Permanente; Faculty at Dominican University
Board member since 2017

Nancy Culhane, Self-Employed Licensed Marriage and Family Therapist
Board member since 2008

Sheri Joseph, Tamalpais Pacific, Executive Director
Board member since 2014

Anita Jones Roehrick, Author and Oral Tradition Storyteller
Board member since 2009

Sister Carla Kovack, OP, Dominican Sisters of San Rafael, Prioress General
Board member since 2002

Lynes Downing, Owner, Pet Sitting Professionals, Former Homeward Bound of Marin Resident
Board member since 2014

Liz Saint John Boorstein, Giving Marin Coordinator, Marin Independent Journal
Board member since 2009

Tony Nethercutt, Sales & Operations at Yahoo, AdMob and others (Retired)

Board member since 2015

Marion Weinreb, President, Marion Weinreb and Associates, Inc. (Retired)

Board member since 2015

Cynthia Williams, Community Outreach Liaison, Center for Domestic Peace, Former
Homeward Bound of Marin Resident

Board member since 2022

OGDEN UT 84201-0029

In reply refer to: 4077391934
Nov. 15, 2019 LTR 4168C 0
68-0011405 000000 00
00030082
BODC: TE




HOMEWARD BOUND OF MARIN
1385 N HAMILTON PKWY
NOVATO CA 94949-8276

015324

Employer ID number: 68-0011405
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Oct. 24, 2019, about your tax-exempt status.

We issued you a determination letter in JANUARY 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

4077391934
Nov. 15, 2019 LTR 4168C 0
68-0011405 000000 00
00030083

HOMEWARD BOUND OF MARIN
1385 N HAMILTON PKWY
NOVATO CA 94949-8276

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

**NO FEE RECORDING PURSUANT
TO GOVERNMENT CODE §27383**

**RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:**

**City of Novato
Attn: City Clerk
922 Machin Avenue
Novato, CA 94945**

APN 157-970-07

AGREEMENT #__

GROUND LEASE

By and Between

THE CITY OF NOVATO

and

HOMEWARD BOUND OF MARIN

**Homeless Veteran Housing Project
APN 157-970-07**

GROUND LEASE
Homeless Veteran Housing Project
APN 157-970-07

THIS GROUND LEASE (the "Lease") is entered into as of January 27, 2020, 2019, by and between the City of Novato, a municipal corporation (the "Lessor"), and Homeward Bound of Marin, a California nonprofit public benefit corporation (the "Lessee"), with respect to the following facts:

RECITALS

A. Pursuant to the Homeless Facilities Agreement dated as of December 20, 1995, as amended by a First Amendment to Homeless Facilities Agreement dated as of April 9, 1996 and a Second Amendment to Homeless Facilities agreement dated as of October 1, 2005, between the Hamilton Reuse Planning Authority, acting through the City of Novato and the Marin Continuum of Housing and Services (collectively, the "Homeless Facilities Agreement"), the parties agreed that an employment and training center for persons transitioning from homelessness, and certain housing for homeless and transitioning individuals would be made available at Hamilton Army Airfield as part of the reuse process.

B. Consistent with the Homeless Facilities Agreement and pursuant to a Ground Lease entered into on July 5, 2005, a Homeless Facility was constructed by Lessee on property also owned by the City, APN 157-970-05 (the "Homeward Bound Lease"). Said Homeward Bound Lease has been amended from time to time. The initial term of the Homeward Bound Lease expires on July 5, 2040 and may be renewed for a renewal period of thirty (30) years and for a second renewal period of thirty-four (34) years.

C. Thereafter, pursuant to a Ground Lease entered into on July 12, 2005, the Next Key Employment and Training Center was constructed by Lessee on property also owned by the City, APN 157-970-06 (the "Next Key Lease"). Said Next Key Lease has been amended from time to time. The initial term of the Next Key Lease expires on July 12, 2075 and may be renewed for a renewal period of twenty-nine (29) additional years.

D. The Homeless Facilities Agreement provided the possibility for additional homeless-serving facilities to be developed on the property commonly referred to as the HUD Parcel, currently housing Buildings 821, 820 and 816, APN 157-970-07 (the "Subject Property").

E. Lessee desires to lease the Subject Property and to apply to the City to develop additional homeless serving facilities thereon. At the present time, Lessee desires to apply to construct and operate one building with twenty-six (26) one-bedroom apartment units restricted as affordable workforce housing, one building with twenty-four (24) one-bedroom apartments units restricted for housing homeless veterans and a third building with a manufacturing kitchen focused on production of baked goods for enterprise sale, a teaching kitchen space focused on job training for the production kitchen food industry and an event space with a dine-in capacity

of 200 and a complimentary outdoor space and staging area for caterers, which may be constructed in stages.

F. The Lessor and the Lessee desire to enter into this Lease pursuant to which the Subject Property will be leased to Lessee by Lessor for an initial term of fifty-five years (55) years. This Lease may be renewed, by the joint agreement of the parties for a renewal period of thirty (30) additional years pursuant to Section 2.2 of this Lease.

WITH REFERENCE TO THE FACTS RECITED ABOVE, the Lessor and the Lessee (collectively the "Parties") agree as follows:

ARTICLE 1.

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms shall have the following meanings in this Lease:

(a) "Administrative Component" shall mean the office space that may be approved by the City and that, if approved, will comprise a portion of Veterans and Workforce Housing, Employment and Training Center.

(b) "Authorized Officers" shall mean, in the case of the Lessor, the City Manager, and in the case of the Lessee, the Executive Director or President of the Lessee.

(c) "Conditions of Approval" shall mean the City of Novato's conditions of approval, if any, of the Development which may hereafter be approved by the City of Novato pursuant to the normal City entitlement process applicable to the Subject Property (the "Development Entitlements").

(d) "Development" shall mean the Improvements on the Subject Property ultimately approved pursuant to the City's normal development review process and shall include the Lessee's leasehold interest in the Subject Property.

(e) "Development Financing" shall mean loans and/or grants obtained by the Lessee to develop the Improvements, any loan and/or grant refinancing an initial loan and/or grant, or any permanent loan secured by the Development.

(f) "Development Financing Documents" shall mean all documents executed by the Lessee evidencing or securing the Development Financing.

(g) "Dwelling Unit" shall mean any one of the residential housing units which may be ultimately approved as part of the Development.

(h) "Foreclosure Transferee" shall mean a transferee who acquires the Lessee's interest in this Lease and the Development through the exercise of remedies (such as foreclosure or a deed in lieu of foreclosure) pursuant to Development Financing Documents.

(i) "Homeless Facilities Agreement" shall mean the Homeless Facilities Agreement, as amended, discussed in Recital A.

(j) "Homeward Bound" shall mean Homeward Bound of Marin, a California nonprofit public benefit corporation, the Lessee hereunder.

(k) "Improvements" shall mean the buildings, structures, and other improvements, including building fixtures, constructed and owned by Lessee and which may be approved by Lessor and located on the Subject Property from time to time.

(l) "Lease" shall mean this Ground Lease.

(m) "Lease Term" shall mean an initial term of fifty-five (55) years together with any extension thereof in accordance with Section 2.2 below, during which period this Lease shall be in effect (unless earlier terminated in accordance with the provisions of this Lease). At the conclusion of the Lease Term, the Parties may agree to extend the Lease on such terms and conditions as the Parties may agree.

(n) "Lenders and/or Grantors" shall mean all of the lenders and/or grant providers providing the Development Financing to the Lessee.

(o) "Lessee" shall mean Homeward Bound of Marin, a California nonprofit public benefit corporation, and its permitted successors and assigns.

(p) "Lessor" shall mean the City of Novato and its successors and assigns.

(q) "Navy Covenants" shall mean the Quitclaim Deed and Environmental Restriction pursuant to California Civil Code Section 1471, dated September 26, 2001, by and between the United States of America, acting by and through the Department of the Navy, and the City of Novato, recorded on September 28, 2001, in the Official Records of Marin County as Document No. 2001-0063240, in connection with the acquisition of the Subject Property by the City of Novato from the Navy.

(r) "Parties" shall mean the Lessor and the Lessee.

(s) "Performance Standards" shall mean the performance standards for operation of the Improvements as may be approved by the City of Novato prior to or concurrent with the Development Entitlements, as the same may be amended from time to time.

(t) "Residential Component" shall mean the units of housing and appurtenant residential common area that may be approved by the City and which, if approved, will comprise a portion of the Veterans and Workforce Housing, Employment and Training Center.

(u) "Residents" shall mean the residents who are authorized by the Lessee to reside in the Residential Component of the Veterans and Workforce Housing, Employment and Training Center.

(v) "Subject Property" shall mean the land described in the attached Exhibit A, subject to the granting of easements by Lessor to the adjacent real property(ies) for drainage and access purposes as set forth in Section 3.1(a)(2) hereof.

(w) "Training and Event Component" shall mean site improvements that may be approved by the City and, which if approved, will comprise a portion of the Veterans and Workforce Housing, Employment and Training Center, not including the fifty (50) one-bedroom apartment units.

(x) "Veterans and Workforce Housing, Employment and Training Center" shall, if approved by the City, consist of the Training and Event Component, the Administrative Component and the Residential Component to be constructed, owned, and operated by Lessee on the Subject Property.

Section 1.2 Exhibits.

The following exhibits are attached to and made part of this Lease:

EXHIBIT A Description of the Subject Property

EXHIBIT B Title Exceptions

EXHIBIT C Contracts and Assessments Affecting the Subject Property

ARTICLE 2.

LEASE OF THE SUBJECT PROPERTY; PAYMENT OF RENT;
[OWNERSHIP OF IMPROVEMENTS]

Section 2.1 Lease of the Subject Property.

(a) The Lessor leases the Subject Property to the Lessee, and the Lessee leases the Subject Property from the Lessor, pursuant to the terms of this Lease.

(b) The Parties shall cause a memorandum of this Lease to be recorded against the Subject Property in the Official Records of the County of Marin.

(c) As a condition of releasing its signature on this Lease from escrow, the Lessee has obtained title insurance insuring the Lessee's interest in the Subject Property subject only to the exceptions set forth in the attached Exhibit B.

(d) The closing costs associated with execution of this Lease and recordation of a memorandum of this Lease, including recording charges, transfer tax, and the Lessee's title insurance policy, shall be borne by the Lessee. Each Party shall bear its own attorneys' fees and costs.

(e) The Lessee accepts the Subject Property in its "as is" physical condition, and except to the extent of the Lessor's representations in Section 8.2, Lessee acknowledges and agrees that Lessor has not made any express or implied representations, warranties, guaranties, promises, statements of assurances whatsoever as to the condition of the Subject Property, any matter that may concern or affect the Subject Property now, in the past or in the future, or the approval of the Development. Nothing in this Section 2.1(e), however, shall be construed to limit the Lessee's rights with respect to the condition of the Subject Property against any person or party other than Lessor or any other public agency or body created by or affiliated with the City of Novato, and Lessee's acceptance of the Subject Property in "as is" condition shall in no way release the United States government or the United States Navy from its statutory and contractual obligations, if any, to remedy any hazardous materials conditions on the Subject Property.

Section 2.2 Term.

The Lease Term shall commence on the date of this Lease and shall continue for fifty-five (55) years. This Lease shall be renewable for a renewal term of an additional thirty (30) years upon the mutual agreement of the Parties. In the event that Lessee desires to renew this Lease for said additional thirty (30) year period, Lessee shall send a written request to Lessor which must be received by Lessor no earlier than one (1) year prior to the expiration of the current lease term and no later than six (6) months before the expiration of the then current lease term. After the expiration of the Lease Term and any extension thereof, this Lease may be renewed for subsequent terms at the mutual agreement of the Lessor and Lessee.

Section 2.3 Payment of Rent.

The rent for the lease of the Subject Property shall be One Dollar (\$1) per year. At the close of escrow on this Lease, the Lessee shall pay to the Lessor, at 922 Machin Ave, Novato, California 94945, prepaid rent for the entire Term of this Lease in the amount of fifty-five Dollars (\$55). If this lease is terminated prior to the end of the Lease Term, the Lessor shall rebate to Lessee rent paid by Lessee for the period between the date Lessee ceases occupancy of the Subject Property and the remaining Lease Term of the lease.

Section 2.4 Title to Improvements; Modifications.

The Parties intend that the Lessee shall own fee title to any Improvements as and when they are constructed on the Subject Property. Improvements on the Subject Property during the Lease Term shall be and remain the real property of the Lessee; however, the Lessee shall have no right to destroy, demolish or remove the Improvements except as specifically provided for in this Lease or as approved in writing by the Lessor. When the Lease Term expires or when the Lease is otherwise terminated under the terms of this Lease, title to the Improvements shall revert to and vest in the Lessor at no cost to Lessor. It is the intent of the Parties that this Lease shall

create a constructive notice of severance of the Improvements from the Subject Property without the necessity of a deed from the Lessor to the Lessee. The Improvements shall be and remain real property and shall be owned in fee by the Lessee. The Lessee shall execute, at the end of the Lease Term, within ten (10) days of the Lessor's written request, a confirmatory quitclaim deed of the Improvements to be recorded at the Lessor's option and expense, and any other documents that may be reasonably required by the Lessor or the Lessor's title company to provide the Lessor title to the Subject Property and the Improvements free and clear of all monetary liens and monetary encumbrances not caused or agreed to by the Lessor.

Section 2.5 Assignment of Lessee's Leasehold Interest; Transfer of the Development.

(a) The Lessee may assign its interest in this Lease and sell or transfer the Development only with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. However, the following transfers shall not require the consent of the Lessor: (i) leases or subleases of individual rooms, units or spaces in the Residential Component to Residents and to entities providing services to Residents or to Lessee; (ii) leases of space in the Administrative Component to any entity providing employment, administrative or training services in the Training and Event Component provided Lessee provides the City with written notice of such leasing; ; (iii) individual event rentals to third parties of the Training and Event Component; or (iv) any transfer of the Lease or Development to a Foreclosure Transferee provided that the Foreclosure Transferee does not intend to operate the Development on other than an interim basis not to exceed a period of six (6) months and provided that the Foreclosure Transferee agrees in writing to be bound by the terms and conditions of the Lease and all other agreements applicable to the Development or (v) assignment of a security interest in Lessee's interest in the Lease and the Development for financing purposes. Any transfer of a security interest in the Lessee's interest in this Lease and the Development other than those transfers specified above for which Lessor consent is not required shall be subject to Lessor approval. Lessor shall act expeditiously in performing its review of the transfer documents and its approval shall not to be unreasonably withheld. Any transfer of the Lessee's interest in the Lease and the Development from a Foreclosure Transferee shall be subject to Lessor's approval. Lessor shall act expeditiously in performing its review of the transfer documents and its approval shall not be unreasonably withheld provided that such transfer by the Foreclosure Transferee is to an entity which satisfies the criteria specified in Section 9.1(c)(i) and (ii) of this Agreement and such entity agrees in writing to be bound by the terms and conditions of this Lease and all other Agreements affecting the Development. The Lessee may transfer the Development to a nonprofit affiliate of the Lessee or a 501(c)(3) tax exempt nonprofit corporation not affiliated with Lessee and designated by one or more Lenders and/or Grantors, provided that such transfer is approved by Lessor, such approval not to be unreasonably withheld. No one who has not received the consent or approval of the Lessor may operate the Development nor receive the rights of the Lessee hereunder.

(b) The Lessee shall notify the Lessor of the occurrence of a transfer permitted by this Section 2.5 at least thirty (30) days prior to its occurrence, and shall promptly deliver to the Lessor all related documentation reasonably requested by the Lessor, except that

Lessee shall not be required to provide Lessor with notice of the transfers described in subsections 2.5 (a)(i) through 2.5 (a)(v) above.

ARTICLE 3.

CONSTRUCTION OF IMPROVEMENTS

Section 3.1 Development Approval, Preconstruction and Construction Requirements.

(a) **Development Approval and Alteration to the Subject Property.**

(1) After initial approval, Lessee shall not make or suffer to be made any alterations, additions or improvements with respect to the Subject Property without the prior written consent of Lessor. Prior to submitting a complete application for any land use entitlement on the Subject Property, Lessee shall obtain the consent of the Lessor to submit said application. Any alteration to the Subject Property without the prior written consent of Lessor, shall be a breach of this Lease and, at the option of Lessor, shall cause a termination of this Lease.

(2) Any and all improvements proposed to be constructed on the Subject Property shall be subject to all land use, environmental, planning, engineering and other requirements of all applicable federal, state and City of Novato laws, rules and regulations as well as all requirements of any other public agency having jurisdiction over any entitlement or permit requested by the Lessee, including, but not limited to the provisions of the California Environmental Quality Act ("CEQA"). Lessee understands and agrees that nothing in this Lease guarantees the approval of CEQA decision or compliance document, any project or improvement proposed to be constructed on the Subject Property and that Lessor retains full and absolute discretion and all of its police powers to approve, approve with conditions or deny any CEQA compliance document, project or improvement proposed to be constructed on the Subject Property. In the event of a denial, Lessee shall have the right to terminate this Lease. Lessee shall have no recourse whatsoever against Lessor and Lessee shall indemnify, defend and hold harmless Lessor for any claim, damage, action or proceeding relating to the rightful grant or denial of any entitlement or permit requested by the Lessee, including, but not limited to any CEQA decision in accordance with Section 6.4 hereof. Lessee further understands and agrees that the lease of the Subject Property is conditioned upon and subject to, grants of certain easements for drainage and access to adjacent property(ies) in the Lessor's sole discretion. The location and extent of said easements shall be determined by Lessor in Lessor's sole and absolute discretion prior to or concurrent with Development Entitlements, if any, granted for the Development. Lessee understands and agrees that the grant of such easements will affect the development and developability of the Subject Property and may result in changes to the development proposals of Lessee which could increase costs, decrease development potential and/or otherwise affect the feasibility of and any potential development of the Subject Property. Lessee shall have no recourse whatsoever against Lessor and Lessee shall indemnify, defend and hold harmless Lessor for any claim, damage, action or proceeding relating to the grant of such easements or the affect thereof on the development of the Subject Property or the costs thereof in accordance with Section 6.4 hereof. In the event that the City has not granted all required land

use entitlements, including all required compliance with CEQA within eighteen (18) months of the date of this Lease, this lease shall automatically terminate and be of no further force and effect.

(b) **Contractor.** When Lessee has selected a general contractor to construct the Development or phase thereof, Lessee shall execute a construction contract with the selected general contractor (the "Construction Contract"), and deliver a copy to the City, no later than thirty (30) days prior to the application to the City of Novato of a building permit for the Improvements or portion thereof. City shall be named a third party beneficiary to the construction contract, and shall name the City of Novato as an additional insured on all insurance as set forth in section 6.1 hereof. Lessee may change the Contractor at any time, provided the requirements for beneficiary and insurance set forth above are met.

(c) **Financing.** Lessee shall obtain funding and other commitments sufficient to construct the entire Development, or each phase if the Development is to be constructed in phases, prior to commencement of construction of the Development (or applicable phase). Prior to the date Lessee pulls a building permit from the City of Novato, copies of all such commitments shall be submitted to the Lessor, and confirmation by the Lessor that Lessee has commitments for sufficient funding or in-kind assistance to construct the Development or phase thereof pursuant to the Construction Contract.

(d) **Building Permit.** The Lessee shall obtain a building permit from the City of Novato, covering at least the initial phase of the Development, no later than thirty-six (36) months from the date of this Lease. This time shall be extended by the time of any delay by the City of Novato in issuing such building permit.

(e) **Construction.** Lessee shall commence construction of the Improvements (or first phase thereof if the Improvements are phased) no later than one hundred and eighty (180) days following issuance by the City of Novato of a building permit and shall complete construction of the Improvements or first phase thereof and obtain a certificate of occupancy from the City of Novato within eighteen (18) months of the date of commencement of construction. The Improvements shall be constructed in accordance with the terms and conditions of the Development Entitlements, and any and all applicable codes, rules, regulations, permits, approvals and building permits at the time of occupancy. Lessee may, from time to time during the term of the Lease, rehabilitate or modify the Improvements, provided the Lessee has first obtained all permits and approvals required by law. The time for construction shall be extended by the duration of any force majeure conditions such as fires, delays by utilities, etc.

(f) **Extension of Time Periods.** provided, however, that the time requirement for completion of construction may be extended by the Lessor for a reasonable time, up to twelve (12) additional months, upon request of the Lessee for good cause shown.

(g) **Failure to Comply with Time Periods.** The failure of the Lessee to comply with the time limits contained in Sections 3.1(a) through 3.1(e), unless extended in accordance with Section 3.1(f), shall constitute a material breach of this Lease and shall be grounds for termination of this Lease by Lessor, in the sole and absolute judgment of Lessor.

Section 3.2 Equal Opportunity.

During the construction, rehabilitation and/or modification of the Improvements on the Subject Property there shall be no discrimination on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, national origin, or ancestry in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.3 Liens.

Subject to subsection 4.4(d), the Lessee shall promptly pay all sums legally due and payable by the Lessee on account of any labor performed or materials supplied for the Development for which any lien is legally asserted against the Development. In the event any mechanics' or materialmen's lien is filed against the Development, subject to subsection 4.4(d), the Lessee at its expense shall promptly cause such lien to be removed by bonding or otherwise, and the Lessee shall hold the Lessor harmless from any and all such asserted claims or liens

Section 3.4 Permits, Licenses and Easements.

Within ten (10) days after receipt of written request from the Lessee, the Lessor shall (at no expense to it) consent to any and all applications for permits, licenses or other authorizations required by any governmental or other body (other than the City of Novato) claiming jurisdiction in connection with any work that the Lessee may do pursuant to this Lease or the operation of the Development. Lessor shall consider all requests of the Lessee to grants easements for public utilities useful or necessary to the proper construction of the Improvements or the operation of the Development as part of the City's entitlement process.

ARTICLE 4.

USE AND MAINTENANCE OF THE DEVELOPMENT

Section 4.1 Use of Development.

In the event that the Development is ultimately approved by the City of Novato, throughout the Lease Term, the Development shall be used only for the following purposes:

(a) The Lessee shall use or cause the Training and Event Component to be used for employment and vocational training (including culinary and catering training), education, provision of social services, and conference and community space serving homeless people, formerly homeless people, people at immediate risk of becoming homeless, and other community members, in compliance with any and all Conditions of Approval and any and all the Performance Standards.

(b) Lessee shall enter into the City of Novato Affordable Housing Agreement for the Development which shall require, at a minimum, that Lessee shall, with regard to the Residential Component:

(1) Provide to Lessor for Lessor's review and approval a management plan for the Residential Component. The management of the Residential Component shall be provided by a professional housing management company to be approved by the Lessor. In the alternative, Lessee may self-manage the Residential Component. Any material changes to the management plan or to the entity managing the Residential Component shall be subject to Lessor's approval. In the event of a default by Lessee pursuant to Section 9.1(a) of this Lease, which default is related to a failure to properly maintain the Development or to a violation of the Performance Standards, and subject to notice and cure periods contained in Section 9.1(a), the Lessor may require the Lessee to change management companies or to cease self-management of the Development and to enter into a contract with a professional housing management company approved by Lessor upon 60 days written notice from Lessor.

(2) Rental of at least forty-five percent (45%) of the units in the Residential Component shall be restricted to Very Low Income Veterans, earning no more than fifty percent (50%) of Area Median Income (AMI), with rents not exceeding thirty percent (30%) of fifty percent (50%) of AMI or as required by written agreement between Lessee and any funding entity providing funding for the Development, whichever is lowest. Rental of at least fifty-five percent (55%) of the units in the Residential Component shall be restricted to Very Low Income households, earning no more than fifty percent (50%) of AMI with rents not exceeding thirty percent (30%) of fifty percent (50%) of AMI or as required by written agreement between Lessee and any funding entity providing funding for the Development, whichever is lowest.

(3) Lessee shall be required to enter into written leases with the tenants of the Residential Component which incorporate the Performance Standards and any requirements of the Affordable Housing Agreement.

(c) The Administrative Component shall only be used for administrative and office space for Lessee and any other entity under contract with Lessee to provide employment training or other services in the Development.

(d) The Development shall not be used for any other use, program or purpose not set forth above without the written consent of the Lessor. However, without obtaining Lessor's written consent, Lessee may provide for non-profit groups serving the Marin County community, meeting spaces on an occasional basis and classes on an occasional basis.

(e) The Lessee shall comply with all applicable and lawful statutes, rules, orders, ordinances, requirements, and regulations of the United States, the State of California, and any other governmental authority having jurisdiction over the Development, including the Navy Covenants; however, the Lessee may, in good faith and on reasonable grounds, dispute the applicability or the validity of any charge, complaint, or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement, or regulation, defend against the same, and in

good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessee agrees that any such contest shall be prosecuted to a final conclusion as speedily as reasonably possible. The Lessee shall defend and hold the Lessor, and Lessor's elective and appointive officers, employees, agents, volunteers, agents and contractors, free and harmless from any violation by Lessee of applicable law or from any proceeding through which the Lessee may contest or dispute the applicability of such law, including the outcome thereof. This indemnification shall not apply to any proceeding through which the Lessee contests or disputes a law enacted by the Lessor provided that Lessee prevails in such proceeding and such law is either found invalid or Lessee is found not to have violated such law. In the case of proceedings involving a law enacted by Lessor, the Lessor shall not be obligated to indemnify or hold Lessee harmless, or to reimburse Lessee's costs, expenses and attorney fees even if Lessee prevails in the proceeding, such law is found invalid and/or Lessee is found not to have violated such law.

(f) The Lessor will, jointly with Lessee and prior to or concurrent with any approval for the Development, adopt Performance Standards for the operation of the Improvements. All proposed modifications thereafter are to be reviewed by the City Council. The City Council shall consider proposed modifications at a public hearing, notice of which shall be provided to Lessee, to the community and to all interested parties in the manner determined by the City Council. At the public hearing, the City Council shall hear testimony from the Lessee, the public and all interested parties concerning the proposed modifications. At the close of the public hearing, the City Council shall determine whether or not to modify the Performance Standards. The decision of the City Council shall be final.

If Lessee reasonably believes that a City Council modification to the Performance Standards violates State or Federal Fair Housing Laws, Lessee shall notify Lessor of the legal standards which support Lessee's contention and any citations and authorities in support thereof. If Lessor disputes Lessee's contentions, the Lessor and Lessee agree that the question of whether the modification at issue violates Fair Housing laws shall be submitted to arbitration before an arbitrator agreed to by the parties. The arbitration costs shall be shared equally by Lessor and Lessee. The City Council shall receive a copy of the arbitrator decision at the conclusion of the arbitration process. If the arbitrator agrees with Lessee that the modification at issue violates Fair Housing laws, the City Council shall then consider whether to revise the Performance Standards based on the arbitrator's decision.

Section 4.2 Maintenance of the Development.

During the term of this Lease, the Lessee shall perform, or cause to be performed, all maintenance and repairs necessary to maintain the Development in good repair and tenantable condition, and Lessee's annual budget for the Development shall include line items for reasonable maintenance and repair costs. In determining what constitutes good repair and tenantable condition, Section 19.31.030 of the Novato Municipal Code, as amended, is hereby incorporated by reference. Pursuant to the Affordable Housing Agreement and any and all Conditions of Approval for the Development, Lessee shall provide the City with a written plan providing for ongoing maintenance of the facility in compliance with Section 19.31.30 of the Novato Municipal Code. Lessee shall be in violation of this Lease if the Property is maintained

by Lessee in such a manner as to result in any of the conditions presently identified in Section 19.31.030 or as such section may later be amended by action of the Novato City Council

Section 4.3 Utilities.

The Lessee shall be responsible for the cost of all utilities, including water, heat, gas, electricity, waste removal, sewers, and other utilities or services supplied to the Development, and (subject to Section 4.4(d)) the Lessee shall pay or cause utility costs to be paid currently and as due.

Section 4.4 Taxes and Assessments.

(a) Payment of Taxes and Assessments. The Lessee shall, during the entire Lease Term, at its own cost and expense, and except as to exemptions granted pursuant to State law as of the date this Agreement is executed, unless such exemptions are later repealed, pay the public officers charged with their collection, as the same become due and payable and before any fine, penalty, interest, or other charge may be added to them for nonpayment, all taxes and assessments of any nature, including all real estate taxes, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature, made, assessed, levied, or imposed upon, or due and payable in connection with, or which become an lien upon, the Subject Property, the Improvements, or any part of the Subject Property or Improvements, or upon the Lessee's leasehold interest in the Subject Property pursuant to this Lease, as well as assessments or Mello-Roos special taxes for which Lessee is responsible pursuant to Government Code Section 53340.1 or otherwise, for sidewalks, streets, sewers, water, or any other public improvements and any other improvements or benefits which shall, during the Lease Term, be made, assessed, levied, or imposed upon or become due and payable in connection with, or a lien upon, the Subject Property, the Improvements, or any part of the Subject Property or Improvements, or upon the Lessee's leasehold interest in the Subject Property pursuant to this Lease.

(b) Payment of Fees. During the entire Lease Term, the Lessee shall pay, at its own cost and expense, before any fine, penalty, interest, or other charge may be added for nonpayment, all license and permit fees, charges for public utilities, and governmental charges relating to the use or occupancy of the Improvements. Pursuant to California Revenue and Taxation Code Section 107.6, Lessee is advised that Lessee's interest in this Lease and the Development may constitute a possessory property interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on that interest. Furthermore, any such possessory property interest tax shall be paid by Lessee pursuant to the terms of this Lease.

(c) Copies of Notices to Lessee. The Lessor shall promptly send to the Lessee copies of any and all notices received by it in respect to any taxes, assessments, charges, or fees for which the Lessee is liable pursuant to this Section 4.4.

(d) Lessee's Right to Contest. If the Lessee disputes any amount or validity of any liens, taxes, assessments, charges, penalties, or claims, including liens or claims of materialmen, mechanics, or laborers, upon the Subject Property or the Improvements, the Lessee

may contest and defend against the same at its cost, and in good faith diligently conduct any necessary proceedings in connection therewith to prevent and avoid the same; however, such contest shall be prosecuted to a final conclusion as speedily as possible. During any such contest, the Lessee shall (by the payment of such disputed taxes, assessments, or charges, if necessary) prevent any advertisement of tax sale, foreclosure, or divesting of the title to the Subject Property and Improvements. The Lessee shall hold the Lessor, the City of Novato, the Redevelopment Agency of the City of Novato, their respective elective and appointive officers, employees, agents and contractors, free and harmless in any such contest or proceeding, including the outcome thereof.

Section 4.5 Hazardous Materials.

(a) Definitions. The following special definitions shall apply for the purposes of this Section 4.5 and Section 6.4:

(1) "Hazardous Materials" shall mean:

(A) any "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14)) or Section 25281(d) or 25316 of the California Health and Safety Code, as amended from time to time;

(B) any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code, as amended from time to time;

(C) any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. Section 1521 et seq.), Safe Drinking Water Act (42 U.S.C. Section 3000 (f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 3900 et seq.), or California Water Code (Section 1300 et seq.), as amended from time to time; and

(D) any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Development.

(E) Notwithstanding the foregoing, the term "Hazardous Materials" shall not include the following: construction materials in reasonable quantities for lawful use in the construction or rehabilitation of the Improvements; reasonable quantities of gardening materials, household products, office supply products or janitorial supply products of the type customarily used in the construction, maintenance, rehabilitation, or associated with buildings and grounds, or typically used in household activities, in a manner typical of other residential housing developments which are comparable to the Improvements; and certain substances which may contain chemicals listed by the State of California pursuant to Health and Safety Code Sections 25249.8 et seq., which substances are commonly used in

reasonable quantities and in a lawful manner by a significant portion of the population living within the region of the Development, including (but not limited to) alcoholic beverages, aspirin, tobacco products, nutrasweet, prescription medications, and saccharine.

(2) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Development or any portion thereof.

(b) Certain Covenants and Agreements.

(1) The Lessee shall not knowingly permit the Development or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Project.

(2) The Lessee shall keep and maintain the Development and each portion thereof in compliance with, and shall not cause or permit the Development or any portion thereof to be in violation of, any Hazardous Materials Laws.

(3) Upon receiving actual knowledge of the following, the Lessee shall immediately advise the Lessor in writing of: (A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Lessee or the Development pursuant to any applicable Hazardous Materials Laws; (B) any and all claims made or threatened by any third party against the Lessee or the Development relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "Hazardous Materials Claims"); (C) the presence of any Hazardous Materials in, on or under the Development; or (D) the Lessee's discovery of any Hazardous Materials on any real property adjoining or in the vicinity of the Development, which Lessee reasonably believes may impact the Development. If the Lessor reasonably believes that the Lessee is not acting prudently and with diligence, or if the Lessor otherwise reasonably believes that its interests are not adequately protected, then the Lessor shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims.

(4) Without the Lessor's prior written consent, which shall not be unreasonably withheld, the Lessee shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Development (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claims.

Section 4.6 Non-Discrimination.

The Lessee shall not, in the selection or approval of Residents for the Residential Component, nor in the operations of the Veterans and Workforce Housing, Employment and

Training Center or provision of services at or from the Development, or in any other manner or matter, unlawfully discriminate against any person or group of persons on the grounds of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status or any other basis prohibited by Section 51 of the California Civil Code or any subsequent, Federal, State, or local law, rule or regulation.

Section 4.7 Reporting.

The Lessee shall submit to the Lessor not later than one hundred twenty (120) days after the close of each fiscal year a copy of the Lessee's most recent annual report. The Lessee may seek an extension of this requirement if the most recent annual report has not been completed within this one hundred twenty (120) - day period. The Lessee shall also submit to Lessor not later than said one hundred twenty (120) days, a statistical report on the operation of the Development over the past fiscal year, including the following information: (a) the number of employment training participants utilizing the Development during the year; (b) the number of individuals and veterans residing in the Residential Component during the year, the income levels of all Residents, the length of stay for each Resident, and the apprenticeship or job training program in which the Resident is presently enrolled, if any; (c) the services and programs provided at the Development (d) a copy of the annual financial report for the Lessee; (e) the number of Residents who have moved out of the Development, (f) the number of Residents working full and part time and not working, the number of Residents engaged in employment training and the number of persons placed in full or part-time employment; (g) the amount of space, if any, in the Administrative Component leased to persons or entities providing employment training in the Training and Event Component; (h) copies of complaints filed by any person not a resident of the Development regarding the operation of the Development or alleging a violation of the Performance Standards; (i) copies of correspondence between the Lessee and those persons filing such complaints and the manner in which each such complaint was resolved; (j) the number of community meetings hosted during the past year as well as the number of veterans and senior citizens served at the Development; (k) the number of Resident complaints received; and (l) as the information is available, the number and percentage of Residents and Training and Event Component trainees who are employed.

ARTICLE 5.

CONSTRUCTION LOANS AND GRANTS

Section 5.1 Liens and Encumbrances Against Lessee's Interest in the Leasehold Estate.

(a) Lessee shall have the right to encumber, with the consent of Lessor, the leasehold estate created by this Lease and Lessee's fee interest in the Improvements with deeds of trust or comparable documents securing the Development Financing and by regulatory agreements or other restrictive covenants associated with such financing. Lessee shall provide

Lessor with written notice of all such encumbrances at least thirty (30) days prior to the execution of any encumbrance documents.

(b) The Lessee shall not have the right under any circumstances without the advance written consent of Lessor, in the Lessor's sole and absolute discretion, to encumber the Lessor's interest in the Subject Property or the Improvements. If the Lessor so consents, then the encumbrance documents must state that the Lessor's liability is limited to the real property security for the loan or grant, and that the Lessor is not liable for repayment of such loan or grant or any other borrower obligation, and that the Lessor shall have the notice and cure rights described in Section 5.5.

(c) For as long as there is any lien securing any Development Financing:

(1) Any Lender or Grantor which has an outstanding Development financing loan or grant shall have the right, but not the obligation, at any time to pay any or all of the rent due pursuant to the terms of this Lease, and do any other act or thing required of the Lessee by the terms of this Lease, to prevent termination of this Lease. However, this right shall not extend the time to cure the default beyond that time provided for in the written notices to Lessee as specified in Section 9.1(a) of this Lease. All payments so made and all things so done shall be as effective to prevent a termination of this Lease as the same would have been if made and performed by the Lessee instead of by the Lender(s) and Grantor(s).

(2) Any default under this Lease which by its nature cannot be remedied by any Lender or Grantor within the notice period provided to Lessee pursuant to Section 9.1(a) of this Lease, shall be deemed to be remedied if, (A) within this notice period, any Lender or Grantor has acquired the Lessee's leasehold estate or commenced foreclosure or other appropriate proceedings, (B) the Lender or Grantor diligently prosecutes any such proceedings to completion, (C) the Lender or Grantor has fully cured any default in the payment of any monetary obligations of Lessee, and (D) after gaining possession of the Development, the Lender or Grantor performs all other obligations of Lessee hereunder when the obligations are due.

(3) The Lessor shall mail or deliver to any Lenders and/or Grantors which have outstanding Development Financing loans or grants a duplicate copy of all notices which the Lessor may from time to time give to the Lessee pursuant to this Lease provided that Lessee has provided Lessor with the names and addresses of such Lenders and/or Grantors. Failure of the Lessor to provide such notices shall in no way invalidate or constitute a defense to any action taken by Lessor in connection with such notice.

(4) In the event any Foreclosure Transferee becomes the Lessee under this Lease by means of foreclosure or deed in lieu of foreclosure or pursuant to any new lease as set forth below, that Foreclosure Transferee shall be personally liable under this Lease or such new lease only for the period of time that the Foreclosure Transferee remains the lessee.

(5) If a Foreclosure Transferee becomes the legal owner of the leasehold estate, and upon written request by the Foreclosure Transferee within sixty (60) days after becoming the legal owner of the leasehold estate, the Lessor shall enter into a new lease of the

Subject Property with the Foreclosure Transferee for the remainder of the Lease Term with the same agreements, covenants, reversionary interests, and conditions (except for any requirements which have been fulfilled by the Lessee prior to termination) as are contained in this Lease and with priority equal to this Lease, so long as the Foreclosure Transferee promptly cures any and all defaults by the Lessee.

(6) If the Lease is terminated by a bankruptcy proceeding, foreclosure, or by other operation of law, then the Lessor shall, upon request by a Lender or Grantor, execute a new lease of the Subject Property to the Lender or Grantor, on the same terms and conditions as this Lease, except that the term will commence on the date of the new lease and will continue for the remaining unexpired term of this Lease. If the Lessor receives conflicting requests for a new lease of the Subject Property, then the Lessor shall execute a new lease of the Subject Property with the requesting Lender or Grantor having the most senior deed of trust. Any transfer of the lease to a transferee of the Lender or Grantor shall be subject to the Lessor's consent requirement contained in Section 2.5(a) of this lease and the indemnification and hold harmless provisions in Section 6.4.

(7) The Lessor shall reasonably cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Lender or Grantor for the sole purpose of implementing the mortgagee-protection provisions contained in this Lease and allowing such Lender or Grantor reasonable means to protect or preserve the lien of its leasehold mortgage or lien and the value of its security at no expense or risk to Lessor. The Lessor shall execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment, so long as such amendment does not in any way affect the Lease Term or rent under this Lease or otherwise in any material respect adversely affect any rights of the Lessor under this Lease.

Section 5.2 Cost of Development Financing to be Paid by Lessee.

The Lessee shall bear all of the costs and expenses in connection with (a) the preparation and securing of the Development Financing, (b) the preparation, execution, and delivery of any instruments and documents and their filing and recording, if required, and (c) preparation, execution, and all taxes and charges payable in connection with the Development Financing.

Section 5.3 Proceeds of Development Financing.

All Loan and Grant proceeds shall be paid to and become the property of the Lessee, and the Lessor shall have no right to receive any such Loan and Grant proceeds, unless the parties to the Loan or Grant agree to the contrary.

Section 5.4 Notice and Right to Cure Defaults Under Development Financing.

In the event of default by the Lessee under a Loan or Grant, notice shall be given to the Lessor at the same time given to the Lessee, and the Lessor shall have the right, but not the obligation, to cure the default with the same cure period provided to the Lessee under the applicable Loan or Grant Document. Any payments made by the Lessor to cure a default shall

be treated as rent due from the Lessee, which shall be paid within sixty (60) days of the date on which the payment was made by the Lessor. Failure by the Lessee to pay such amount in full within this 60-day period, shall constitute an event of default pursuant to Section 9.1 of this lease and entitle the Lessor to recover possession of the Subject Property. Any monies not paid in full to Lessor within this 60-day period shall accrue interest at the rate of 5 percent per annum from the date the default occurred until paid.

ARTICLE 6.

INSURANCE

Section 6.1 Required Insurance Coverage.

(a) Commercial Property Coverage. The Lessee shall keep the Subject Property and Development insured against loss or damage by a standard commercial property special form policy in amounts not less than the replacement value of the Development, or should insurance in such amount not be reasonably and commercially available, such lesser amount as may be acceptable to both the Lessor and Lenders and/or Grantors. The amount of such insurance shall be adjusted by reappraisal of the Improvements by the insurer or its designee at least once every five (5) years during the Lease Term, if requested by the Lessor. If a special form policy insuring the full replacement value of the Development is not reasonably and commercially available, then the Lessee shall obtain and maintain an extended coverage endorsement that ensures the full replacement value of the Development as soon as such coverage becomes commercially and reasonably available. The property policy shall provide for losses to be payable to the Lessor and Lessee (and Lenders and/or Grantors) as their interests may occur and that the insurer shall not have rights of recovery against the Lessor and Lessee.

(b) Liability and Property Damage Insurance. The Lessee shall at all times during the terms of this Lease keep in full force and effect a policy or policies of commercial general liability insurance against liability for bodily injury to or death of any person or property damage arising out of or in any way related to the operation, use, occupancy, or development or construction upon the Subject Property and on any occurrence on or about the Development. The insurance shall be written on an occurrence basis and the limits of such insurance shall be not less than Four Million Dollars (\$4,000,000) combined single limit for bodily injury and property damage. The limits of the insurance shall be adjusted once every five (5) years if and as reasonably required by the Lessor.

(c) Workers' Compensation Insurance. The Lessee shall carry or cause to be carried workers' compensation insurance, with statutory limits as required by the California Labor Code, covering all persons employed by the Lessee in connection with the Subject Property/and or Development which shall provide for a waiver of subrogation in favor of the Lessor. Such coverage shall include a waiver of subrogation endorsement in favor of Lessor

(d) Builders' Risk Insurance. During the course of any alteration, construction or reconstruction, the cost of which exceeds Fifty Thousand Dollars (\$50,000), the Lessee shall

require any contractor to provide builders' risk insurance for one hundred percent (100%) completed value on the insurable part of the Subject Property and Development. The builder's risk policy shall provide for losses to be payable to the Lessor and Lessee as their interests may occur and that the insurer shall not have rights of recovery against the Lessor and Lessee.

(e) Contractor Insurance. All contractors employed by Lessee to perform construction work on the Development, regardless of the value of such construction, shall carry commercial general liability insurance, worker's compensation insurance and automobile insurance as required pursuant to this Section 6.1 and 6.2 and shall name Lessor and Lessee as additional insureds with endorsements in a form acceptable to Lessor.

(f) Automobile Insurance. If the Lessee and its contractors and agents own, use, or lease vehicles, then the Lessee shall carry or caused to be carried comprehensive automobile liability insurance with limits not less than One Hundred Thousand Dollars (\$100,000) per occurrence/Three Hundred Thousand Dollars (\$300,000) aggregate for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles, as applicable.

Section 6.2 Insurance Policies and Premiums.

(a) All liability policies required by this Lease or any Development Financing Document, including without limitation all policies obtained by Lessee's contractors pursuant to Section 6.1(e) above, shall name the Lessor and Lessor's elected and appointed officials, officers, employees, agents, volunteers, guests, invitees and contractors as additional insureds, and shall provide cross liability among insureds, and state that as to claims related to the work performed, the insurance shall be primary as to the additional insureds under this Lease, so that any other policies held by the Lessor, if any, shall not contribute to any loss under the insurance. Coverage shall be at least as broad as coverage set forth in ISO 20 10 11 85 endorsement.

(b) Insurance shall be placed with insurers with a current Best Rating of no less than A:VII. If at any time the Best Rating of Lessee's insurer falls below A:VII, the Lessee shall have 30 days to secure a new insurer who satisfies a Best Rating of A:VII. Any deductible or self-insured retention shall be disclosed to and approved, in writing, by the Lessor.

(c) Upon execution of this Lease, the Lessee shall furnish the Lessor with certificates and original endorsements effecting the required coverage in a form acceptable to Lessor. Thereafter, such evidence shall be provided annually, or if and when there are changes of insurance, and, in any event, promptly upon request. The endorsements shall be signed by persons authorized by the insurer to bind coverage on its behalf. The endorsements shall be on forms provided by the Lessor or as approved by the Lessor. If the Lessee does not keep all required insurance policies in full force and effect, or such insurance does not satisfy the terms and conditions of this Lease, then the Lessor may, in addition to other remedies under this Lease, take out the necessary insurance, and the Lessee shall pay the cost of such insurance within ten (10) days of invoice from Lessor. All insurance required by this section shall provide for severability of interests and shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds.

(d) Each policy of insurance required pursuant to this Lease shall provide that it may not be cancelled, reduced in amount of coverage or otherwise materially modified without notice, in writing, delivered to Lessee and the Lessor at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.

Section 6.3 Proceeds of Insurance.

(a) In the event of damage or destruction to the Development, all commercial property insurance (including builder's risk) proceeds shall be applied to the payment of the costs of repairing or rebuilding that part of the Subject Property and Development damaged or destroyed if (i) the Lessee agrees in writing within ninety (90) days after payment of the proceeds of insurance that such repair or rebuilding is economically feasible, and (ii) each Lender or Grantor with outstanding Development Financing permits such repairing or rebuilding, provided that the extent of Lessee's obligation to restore the Development shall be limited to the amount of the insurance proceeds. Lessee agrees to utilize best efforts to obtain the agreement of Lenders and/or Grantors to the utilization of insurance proceeds for rebuilding of the Development. If the Development is not repaired or rebuilt, all such proceeds shall be applied in a manner consistent with the terms of the Development Financing, with any conflicts resolved in accordance with the relative priority of their respective deeds of trust.

(b) If no Development Financing is outstanding, then all insurance proceeds received under the policies set forth in this Article 6 shall be paid to the parties hereto in proportion to their interests, provided that the Lessee shall apply such proceeds, to the extent possible, to reconstruction or repair in a manner consistent with the provisions of Section 7.2.

(c) If the Development is damaged or destroyed and is not rebuilt or repaired within three (3) years of the date of damage or destruction, the Lessor may terminate this Lease with respect to the portion of the Subject Property on which the unrepaired portion of the Development is located. This three-year period may be extended for up to three additional six month periods if Lessee demonstrates to Lessor's satisfaction that the additional time is necessary to rebuild the Development, the reasons why the Development cannot be rebuilt without the extension, and that Lessee will be able to rebuild the Development upon the granting of the additional extension. The Lessee may further seek to extend this period for an additional six-month period but the decision of whether or not to provide for this additional six-month period shall rest with the sole and absolute discretion of the Lessor.

Section 6.4 Indemnification.

(a) The Lessee shall indemnify, defend and hold harmless the Lessor and Lessor's elective and appointive officials, officers, employees, agents, volunteers, guests, invitees and contractors ("Lessor Indemnitees") from and against any and all third party claims, actions, demands, judgments, settlements, costs, expenses and attorney's fees arising out of, attributable to, or otherwise occasioned, in whole or in part, by (i) any act or omission of the Lessee, any officer, partner, agent, employee, contractor, tenant, guest, or invitee of the Lessee; (ii) the Lessee's design, construction, use or operation of the Development or any part thereof and any approval or denial of any application, permit or entitlement relating to the Development

by Lessor; (iii) any activity, work, or other thing done, permitted or suffered by the Lessee in or about the Subject Property, adjacent property and/or the Development; (iv) any claim arising after the date of execution of this Lease from the prevailing wage laws of the State of California and/or the federal government; and (v) any breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Lease, and in any case, any action or proceeding brought against the Lessor Indemnitees by reason of any such claim, the Lessee upon notice from the Lessor shall defend any and all Lessor Indemnitees at the Lessee's expense by counsel reasonably satisfactory to the Lessor. The Lessor or Lessor Indemnitees shall not be liable for any damage to property entrusted to the Lessee's employees, nor for loss or damage to any property by theft or otherwise, not for any injury to or damage to persons or property resulting from the Lessee's operation or occupancy of the Subject Property or the Development.

(b) Any contractor retained by Lessee to perform construction work on or relating to, the Subject Property and/or Development, and any other entity under contract with Lessee to provide employment training or other services in the Development, shall agree in writing to release and hold harmless the Lessor Indemnitees in the same manner as set forth above for Lessee in connection with the work or services performed by the contractor or the entity.

(c) The Lessee agrees that it has not, and will not, use, generate, store or dispose of any Hazardous Material (as defined in Section 4.5(a) above) on, under, about or within the Property in violation of any law or regulation and the Lessee shall indemnify and hold harmless Lessor Indemnitees from and against any and all losses, liabilities, claims and/or costs and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, attorney's fees, remediation costs, and consulting, engineering and construction costs) arising from or as a result of a breach of this warranty and representation or as a result of the disposal, storage, generation or release on the Development at any time during the term of this Lease of any Hazardous Materials, except to the extent caused by the gross negligence or willful misconduct of any Lessor Indemnitee regardless of whether such liability, cost or expense arises during or after the Lease Term. Should any discharge, leakage, spillage, emission, or pollution or any type occur upon or from the Development due to the Lessee's operation, use and/or occupancy thereof, the Lessee, at the Lessee's expense, shall clean all property affected thereby to the satisfaction of the Lessor and any governmental body having jurisdiction thereover.

(d) The Lessee acknowledges that the Lessee is not looking to or relying upon the Lessor to disclose any matters which the Lessor might be required to disclose under California Health and Safety Code Section 25359.7 and that all such matters have been investigated by the Lessee to the Lessee's satisfaction. In this regard, the Lessee specifically waives any and all rights it may have pursuant to the provisions of California Health and Safety Code Section 25359.7.

(e) The indemnifications provided pursuant to this Section 6.4 shall survive the termination of this Lease.

ARTICLE 7.

**CONDEMNATION, DAMAGE OR DESTRUCTION
OF THE DEVELOPMENT**

Section 7.1 Condemnation.

If the Development or the Subject Property or any part thereof is taken or condemned, for any public or quasi-public purpose or use by any competent entity in appropriate proceedings, or by any right of eminent domain, then the Lessor and Lessee shall utilize best efforts to continue to operate the Development in compliance with this Lease. The Lessor and Lessee shall request that awards and other payments on account of a taking of the Development and the Subject Property (less costs, fees and expenses incurred by the Lessor and Lessee in connection with the collection thereof) be divided by the presiding court between loss of value of the fee interest in the Subject Property and loss of value of the Development. In any case, subject to the rights of Lenders and/or Grantors under the Development Financing Documents (with any conflicts resolved in accordance with the relative priority of their respective deeds of trust), such awards and payments shall be applied as follows:

(a) Net awards and payments received on account of a partial taking of the Development, other than a taking for a temporary use not exceeding one (1) year, shall be allocated and paid in the following order of priority:

(i) If the Lessee reasonably believes restoration on the remainder of the site is economically feasible, and will result in a viable and safe operation, and unless the Lessee is then in default and the opportunity to cure has expired under the Development Financing Documents, first, to pay the cost of restoration of the Development, provided that the extent of the Lessee's obligations to restore the Development shall be limited to the amount of the net award and payment received on account of the taking. The Lessee shall furnish to the Lessor evidence reasonably satisfactory to the Lessor of the total cost of the restoration of the Development and the cost to ensure a viable and safe operation. In such event, the condemnation proceeds shall be paid into the Construction Fund described in Section 7.2 below, subject to the rights of Lenders and/or Grantors to collect and disburse such funds.

(ii) Second, or first if (i) the Lessee does not reasonably believe that restoration is economically feasible or that restoration will not result in a viable and safe operation, or (ii) the Lessee is in default and the opportunity to cure has expired under the Development Financing Documents, to any Lenders and/or Grantors (in the order of their respective lien priority, if there is more than one Lender or Grantor) in an amount equal to the decrease (if any) in the value of the security for their respective Development Financing as a result of the partial taking (calculated as set forth below in this subsection 7.1(a)(ii)), less amounts

payable to or recovered by the Lender or Grantor pursuant to such taking, but not to exceed the unpaid balance of their Development Financing. For purposes of this subsection 7.1(a)(ii), the amount of decrease in the value of the security for a loan or grant shall be the amount, if any, necessary to reduce the outstanding principal of the loan or grant such that the Loan to Value Ratio (as defined below) of the loan or grant immediately following the taking is equal to the Loan to Value Ratio of the loan or grant immediately preceding the taking. Loan to Value Ratio shall mean that fraction the numerator of which is the sum of the principal amount of the loan or grant plus the principal amounts of all Development Financing higher in lien priority to the loan or grant either immediately following the taking (after taking into account any paydown pursuant to this subsection of any loans of higher priority) or immediately preceding the taking, as applicable, and the denominator of which is the appraised value of the Development immediately following the taking or immediately preceding the taking, as applicable. The values of the Development immediately preceding the taking and immediately following the taking shall be determined by an MAI or SRI appraiser selected by the Lessee and who is reasonably satisfactory to the Lessor.

(iii) The balance, if any, shall be divided between the Lessor and the Lessee in the manner specified in subparagraph (e) below; however, if the taking has no effect on the value of the Lessor's fee interest in the Subject Property and to the reversionary interest in the Improvements, then the balance shall be paid exclusively to the Lessee.

(b) Net awards and payments received on account of a partial or total taking of only the Lessor's fee interest in the Subject Property or the reversionary interest in the Improvements (that is, a taking of the Lessor's fee interest in the Subject Property or the Lessor's reversionary interest in the Improvements that has no effect on the value of the Lessee's leasehold interest in the Subject Property or the Lessee's fee interest in the Improvements), including severance damages, shall be paid to the Lessor, subject to the rights of any Lenders and/or Grantors to which the Lessor has encumbered its fee interest in the Subject Property (in the order of their respective lien priority, if there is more than one such Lender or Grantor), which amount shall be free and clear of any claims of the Lessee, or any other persons claiming rights to the Subject Property through or under the Lessee, other than Lenders and/or Grantors to which the Lessor has encumbered its interest in the Subject Property.

(c) Net awards and payments received on account of a taking for temporary use not exceeding one (1) year and relating to a period during the Lease Term shall be paid to the Lessee; however, if such taking for temporary use has resulted in any damage to or destruction of the Development, then such net awards and payments shall be first applied to pay the cost of restoration if the Lessee determines that restoration is economically feasible, viable, and safe. Net awards and payments received on account of a taking for temporary use not exceeding one (1) year and relating to a period beyond the Lease Term shall be paid to the Lessor.

(d) Net awards and payments received on account of a total taking of the Development shall be allocated and paid in the following order of priority:

(i) First, to any Lenders and/or Grantors with then-outstanding Development Financing secured by the Development (in the order of their respective lien priority, if there is more than one Lender or Grantor), an amount equal to the unpaid balance secured by their respective Development Financing to the extent there are sufficient funds to make such payments;

(ii) Second to the Lessor up to the total value of the fee interest of the Subject Property.

(iii) the balance, if any, shall be divided between the Lessor and the Lessee in the manner specified in subparagraph (e) below; however, if the taking has no effect on the value of the Lessor's fee interest in the Subject Property and to its reversionary interest in the Improvements, then the balance shall be paid exclusively to the Lessee.

(e) For purposes of subsections (a)(iii) and (d)(iii) above, first the Lessee shall receive reimbursement for any funds it has reasonably expended for repair and/or reconstruction of the Development (other than funds received from Lenders and/or Grantors). Second, the Lessor shall receive that portion of the remaining sum equal to such remaining sum, multiplied by a fraction the numerator of which is the number of years elapsed from the date of the Lease to the date of the taking, and the denominator of which is fifty-five (55). Third, the Lessee shall receive all remaining sums.

(f) The Lessee shall receive any award granted for or allocated to trade fixtures, moving expenses or loss of business.

(g) If the Development is taken or condemned during the last five (5) years of the Lease Term under circumstances described in subparagraph (a) above, then the Lessee may elect to terminate the Lease and proceeds of any payment or award shall be distributed in accordance with the provisions of subparagraphs (d) and (e) above.

Section 7.2 Administration of Construction Fund in the Event of Condemnation, or Damage or Destruction of Development.

If the Development or any part of it is to be repaired or reconstructed after damage or destruction or condemnation, then all proceeds collected under any and all policies of insurance referred to in Article 6 supra, covering such damage or destruction, or all compensation received for such taking by the exercise of the power of eminent domain, shall be paid into a special trust fund to be created and held by the Lessee and to be designated as the Construction Fund, during such repairing or reconstructing. Any surplus of such insurance or condemnation proceeds

remaining after the completion of all payments for such repairing or reconstructing shall be held or applied by the Lessee in a manner consistent with the applicable provision of this Article 7.

Section 7.3 Lessee, Lessor, Lenders and/or Grantors to be Made Parties in Legal Proceedings.

(a) In the event proceedings shall be instituted (i) for the exercise of the power of eminent domain, or (ii) as a result of any damage to or destruction of the Development, the resulting proceeds shall be paid to the Lenders and/or Grantors for application or disbursement in accordance with the Development Financing Documents (in the order of their respective lien priority, if there is more than one such Lender or Grantor). The Lessee, Lessor, and, as necessary, any Lender or Grantor with then-outstanding Development Financing shall be made parties to those proceedings, and if not made parties by the petitioning party, shall be brought into the proceedings by appropriate proceedings of other parties so that adjudication may be made of the damages, if any, to be paid to the Lessee, Lessor and Lenders and/or Grantors as compensation for loss of their rights in the Improvements or the Subject Property, or for damage to or destruction of the Development. Should the Lessor or Lessee receive notice of institution of any proceedings subject to Section 7.1, the Party receiving such notice shall notify the other Party not later than thirty (30) days after receiving such notice.

(b) The Lessor and the Lessee shall cooperate and consult with each other in all matters pertaining to the settlement, compromise, arbitration, or adjustment of any and all claims and demands for damages on account of damage to or destruction of the Development, or for damages on account of the taking or condemnation of the Improvements or the Subject Property.

Section 7.4 Termination.

In the event of a total taking or in the event of damage, destruction, or a partial taking, other than a temporary taking of the Development, which the Lessee reasonably determines renders continued operation of the Development infeasible both as a whole and in substantial part, and if the Lessee does not elect to rebuild the Development in accordance with the terms of this Lease, the Lessee shall terminate this Lease, and in such event any proceeds shall be allocated pursuant to Section 6.3 or Article 7, as appropriate. In the event of a partial taking that does not result in termination pursuant to this Section 7.4, this Lease shall remain in full force and effect as to the portion of the Development remaining.

ARTICLE 8.

REPRESENTATIONS AND ASSURANCES

Section 8.1 Lessor to Give Peaceful Possession.

Subject to the terms and conditions of this Lease, Lessee shall have, hold, and enjoy, during the Lease Term, peaceful, quiet, and undisputed possession of the Subject Property

without hindrance or molestation by or from Lessor so long as the Lessee is not in default under this Lease following the expiration of all applicable notice and cure periods.

Section 8.2 Lessor Representations.

The Lessor represents, as of the date of this Lease, as follows:

(a) it is unaware of any exceptions to title to the Subject Property except as set forth in the attached *Exhibit B* and as set forth herein;

(b) it has not received any notice of any special assessments or public improvements being contemplated, except as described in *Exhibit C*;

(c) there is no pending, or, to the best of its knowledge, threatened condemnation or similar proceeding affecting the Subject Property, nor does the Lessor have any knowledge that any such action is contemplated;

(d) to the best of Lessor's knowledge, there are no legal actions or other legal proceedings pending or, to the best of the Lessor's knowledge, threatened against or affecting the Subject Property, or the Lessor's title to the Subject Property, including any zoning, land use or environmental matters, and there is no action, proceeding or investigation pending or, to the best of the Lessor's knowledge, threatened which questions, directly or indirectly, the validity or enforceability of this Lease or which individually, or in the aggregate, might adversely affect the construction, use, or occupancy of the Subject Property;

(e) there are no contracts to which the Lessor is a party or may be bound affecting the Subject Property, except those contracts listed on *Exhibit C*, and to the best of the Lessor's knowledge, neither the Lessor nor any other party to such contracts is in default in the performance or observance of any of their provisions;

(f) all requisite action has been taken by the Lessor in connection with entering into this Lease and the consummation of the transactions contemplated by this Lease, and this Lease has been duly executed and delivered by the Lessor and constitutes the legally valid and binding obligation of the Lessor, enforceable against the Lessor in accordance with its terms except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(g) to the best of Lessor's knowledge, the execution of this Lease, the incurrence of the obligations set forth in this Lease, and the consummation of the transactions contemplated by this Lease do not violate any order or ruling of any court binding on the Lessor or any provision of any indenture, agreement, or other instrument to which the Lessor is a party or may be bound and to the best of the Lessor's knowledge, neither the entry into nor the performance of this Lease or the other documents contemplated in this Lease, has resulted or will result in any violation of, or conflict with, or invalidate, cancel or make inoperative, or result in the creation of any lien, encumbrance or any other charge upon the Subject Property pursuant to,

or constitute a default under, any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, credit agreement, franchise, permit, judgment, decree, order, easement, restriction or other charge, right or interest applicable to the Lessor or the Development.

(h) where Lessor's representations are made based on Lessor's knowledge or to the best of Lessor's knowledge, or words of similar effect, said representations are based solely on the actual knowledge of Adam McGill, City Manager of the Lessor, without his having conducted any investigation or inquiry whatsoever. And the fact that such representations and warranties are made here by the Lessor shall not imply or indicate that any investigation or inquiry was performed by the Lessor in making same, and further, the fact that Lessor may not have conducted any such inquiry or investigation may not be relied upon by the Lessee as implying that no such investigation or inquiry should be made by the Lessee.

Section 8.3 Lessee Representations.

The Lessee represents, as of the date of this Lease, as follows:

(a) it is a nonprofit public benefit corporation duly organized, validly existing, and in good standing under the laws of the State of California;

(b) all requisite action has been taken by it in connection with entering into this Lease and the consummation of the transactions contemplated by this Lease, and this Lease has been duly executed and delivered by the Lessee and constitutes the legally valid and binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally;

(c) the execution of this Lease, the incurrence of the obligations set forth in this Lease, and the consummation of the transactions contemplated by this Lease do not violate any order or ruling of any court binding on the Lessee or any provision of any indenture, agreement or other instrument to which the Lessee is a party or may be bound, and neither the entry into nor the performance of this Lease or the other documents contemplated in this Lease has resulted or will result in the violation of, or conflict with, or invalidate, cancel or make inoperative, or constitute a default under, any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, credit agreement, franchise, permit, judgment, decree, order, easement, restriction or other charge, right or interest applicable to the Lessee; and

(d) it has not employed or retained any real estate broker to solicit or secure this Lease, and it has not paid or agreed to pay any real estate broker any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Lease.

(e) The Lessee acknowledges that the Lessee is not looking to or relying upon the Lessor to disclose any matters which the Lessor might be required to disclose under

California Health and Safety Code Section 25359.7 and that all such matters have been investigated by the Lessee to the Lessee's satisfaction. In this regard, the Lessee specifically waives any and all rights it may have pursuant to the provisions of California Health and Safety Code Section 25359.7.

Section 8.4 Release of Lessor.

The Lessor may sell, assign, transfer or convey all or any part of Lessor's interest in the Subject Property, reversionary interest in the Improvements, or this Lease without obtaining the Lessee's consent, as long as the purchaser, assignee, or transferee: (i) expressly assumes all of the obligations of the Lessor under this Lease by a written instrument in a form reasonably satisfactory to Lessee and recordable in the Official Records of the County of Marin; and (ii) executes necessary documentation to effect continued encumbrance of the fee interest in the Subject Property to Lenders and/or Grantors who have required encumbrance pursuant to Section 5.2 (b) above (to which encumbrance the Lessee has consented). In the event the Lessor intends to sell all or any part of the Subject Property, the Lessor shall notify the Lessee of such intention in writing not later than thirty (30) days before close of escrow. In the event of a sale, assignment, transfer or conveyance by the Lessor of the Subject Property or its rights under this Lease, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions of this Lease, expressed or implied, in favor of the Lessee, and in such event the Lessee shall look solely to the successor in interest of the Lessor in and to the Subject Property or this Lease. This Lease shall not be affected by any such sale or transfer, and the Lessee agrees to attorn to any such purchaser or assignee.

Section 8.5 Encumbrance by Lessor.

The Lessor shall not encumber or hypothecate its interest in the Subject Property or any part thereof with any mortgage, deed of trust, or other form of security interest, except as provided in Section 5.1(b) above with respect to Development Financing.

ARTICLE 9.

DEFAULTS AND REMEDIES

Section 9.1 Events of Default; Remedy for Default by Lessee.

- Default":
- (a) Any one or more of the following events shall constitute an "Event of Default":
 - (i) Failure to make any payment required hereunder, and continuance of such failure for a period of sixty (60) days after receipt by the Lessee of written notice specifying the nonpayment; or
 - (ii) Failure of the Lessee to observe and perform any other covenant, condition or agreement hereunder on its part to be performed (including, without limitation, the Performance Standards and compliance with

Section 4.1(a)), and continuance of such failure for a period of sixty (60) days after receipt by the Lessee of written notice specifying the nature of such default. If Lessee reasonably believes that more than sixty (60) days are required to remedy the violation, Lessee shall provide Lessor with a written notice stating the action proposed to remedy the violation and the reason why such remedy will require more than sixty (60) days. The Lessee shall also include in this written notice the soonest reasonable date by which the violation will be remedied. The Lessor shall not unreasonably withhold an additional period of up to sixty (60) additional days for Lessee to remedy the violation at issue. The Lessee may further seek to extend this period for an additional sixty (60) days, but the decision of whether or not to provide this additional sixty (60) days shall rest with the sole and absolute discretion of Lessor; or

(iii) The Lessee or its designee ceases to operate the Residential Component, the Training and Event Component or the Administrative Component for a continuous period of one hundred and eighty (180) days, subject to extension pursuant to the force majeure provisions of Section 10.4 below. For purposes of this section, Lessee shall be deemed to have ceased operating the Residential Component if the Lessee has less than 90% occupancy of the Residential Component of the Development for a one hundred eighty (180) day period subject to extensions of time for force majeure conditions. For purposes of this section, Lessee shall be deemed to have ceased operating the Training and Event Component if it is providing employment and job training services to an average of less than fifty (50) percent of the number of job training participants who received such services during an average month during the third year after a certificate of occupancy was issued by the City of Novato for the Development. For purposes of this section, Lessee shall be deemed to have ceased operating the Administrative Component if Lessee or its permitted subtenants are utilizing less than 50 percent of the square footage of the Administrative Component for administrative and office space for Lessee's operations. If the Lessee ceases to operate the Residential Component, the Training and Event Component or the Administrative Component as stated herein, the Lessor may terminate the Lease only as to the component of the Development that Lessee is deemed to have ceased operations. The Lessor and the Lessee shall then enter into a revised Lease for only those components still operated by Lessee. The Lessor may seek a new tenant for the component which Lessee has ceased to operate and/or operate the component on its own and/or take other actions regarding the component as the Lessor deems appropriate, consistent with the obligations included in Section 9.1 (e)below; or

(iv) A general assignment by the Lessee for the benefit of creditors; or

(v) The filing of a voluntary petition by the Lessee, or the filing of an involuntary petition by any of the Lessee's creditors, seeking the rehabilitation, liquidation or reorganization of the Lessee under any law relating to bankruptcy, insolvency or other relief of debtors, provided that in the case of an involuntary petition Lessee shall have sixty (60) days to cause such petition to be withdrawn or dismissed; or

(vi) The appointment of a receiver or other custodian to take possession of substantially all of the Lessee's assets or of this leasehold, which appointment is not withdrawn or dismissed within sixty (60) days, excluding any receivership initiated by a Lender or Grantor which shall not constitute an Event of Default; or

(vii) The Lessee becomes insolvent or declares in writing it is unwilling to pay its debts as they become due; or any court enters a decree or order directing the winding up or liquidation of the Lessee or of substantially all of its assets; or the Lessee takes any action toward the dissolution or winding up of its affairs or the cessation or suspension of its use of the Development; or

(viii) Attachment, execution or other judicial seizure of substantially all of the Lessee's assets or this leasehold, which is not dismissed, bonded, or stayed within sixty (60) days; or

(ix) Lessee's failure to comply with and/or violations of the City Conditions of Approval and continuance of such failure for a period of sixty (60) days after receipt by the Lessee of a written notice specifying the nature of such default; or

(x) Lessee's provision of written notice to Lessor that it has, or will, abandon the Property and cease to utilize the Property as veterans and workforce housing, employment and training.

(b) Whenever any default has occurred and is continuing following expiration of any applicable cure periods, and subject to the cure rights of Lenders and/or Grantors, an Event of Default shall exist, and the Lessor may take whatever action at law or equity as may appear reasonably necessary to enforce performance or observance of this Lease, including without limitation, termination of this Lease. In the event of an Event of Default, Lessor's remedies shall be cumulative, and no remedy expressly provided for in this section shall be deemed to exclude any other remedy allowed by law. Prior to any termination of this Lease due to an uncured Event of Default, Lessor shall consider consenting to an assignment of this Lease to a successor to the Lessee's interest in this Lease and to the rights and obligations conferred hereby selected in accordance with the terms of subsection 9.1(c) below, which consent shall not be unreasonably withheld. If a successor entity is selected pursuant to subsection 9.1(c) below, the Lessor shall not terminate the Lease, and shall instead consent to assignment of the Lease to the approved successor Lessee, and shall afford such successor Lessee a reasonable opportunity

to cure all curable Events of Default under the Lease. At Lessor's sole option and discretion, in the event a successor entity for the Residential Component and the Training and Event Component which meets the criteria contained in subsection 9.1(c) cannot be secured, Lessor may enter into a lease with one entity to operate the Residential Component and a separate lease with another entity to operate the Training and Event Component. The lease with each entity may contain such portion of the Administrative Component as the Lessor deems necessary for each entity to administer its component. Any portion of the Administrative Component not leased by Lessor to a successor entity shall be utilized by Lessor in any manner the Lessor deems appropriate.

(c) In evaluating any successor entity, nonprofit agencies meeting the following criteria shall be deemed eligible for priority consideration as a candidate for succession, provided that the nonprofit agency:

(i) Has substantial experience (preferably at least three (3) years) in operating and managing an affordable housing project, service enriched housing, or employment and training programs in the Bay Area. Alternatively, a nonprofit agency may provide a professional property management company to satisfy requirements for experience in operation of affordable housing and services pursuant to this section.

(ii) Is deemed to be fiscally sound (i.e. having sufficient committed financial resources to meet its current and projected obligations and having such financial reserves as deemed customary for nonprofit agencies with similar operations in Marin County), following a review of the nonprofit agency's audited financial statements for the last two (2) years, its financial statements for the then current fiscal year.

(d) In the event Lessor evicts Lessee for any of the reasons specified herein, upon obtaining possession of the Property, Lessor shall take appropriate action and utilize best efforts to select another operator, or operators, of the Development, to succeed to the rights and obligations contained in this Lease, in order to ensure the continued use of the Property as a veterans and workforce housing, employment and training center for the remainder of the Lease Term. If the Lessor is unable to secure another operator or operators to use the Property as a veterans and workforce housing, employment and training center, Lessor shall utilize the Property to provide other homeless services until such time as the need no longer exists or funding is no longer available.

Section 9.2 Remedy for Default by Lessor.

If the Lessor defaults under this Lease, then the Lessee shall give the Lessor and the Lenders and/or Grantors written notice requiring that the default be remedied by the Lessor. If the default is not cured within the time set forth by the Lessee (which shall be a reasonable time for curing the default and shall in any event be at least sixty (60) days), then the Lessee and Lenders and/or Grantors may take any action as may be necessary to protect their respective interests.

Section 9.3 Informal Mediation of Disputes.

(a) With respect to any alleged violation of the Performance Standards or any alleged violation of the requirements of this Lease by the Lessee or Lessor, either the Lessee or the Lessor may request that the matter be submitted to informal mediation with the Marin County Mediation Service (or, if either party objects, then to the mediation service of Sonoma County or another agreed county). At the request of either party, any third party complainant shall be asked to join the informal mediation and all parties shall use best efforts to cause the third party complainant to participate in the informal mediation. The informal mediation shall be conducted pursuant to the standard procedures of the mediation service and as directed by the mediator. The specific mediator shall be selected in the manner described in Section 9.4(b) below, with the administrator of the informal mediation service serving as the Administrator. The fees and cost of the informal mediation shall conform to the then-current fee schedule of the mediation service and, in the absence of an agreement to the contrary, will be borne equally by the parties.

(b) The informal mediation shall be completed within ninety (90) days of the request therefor unless the time is extended by written agreement of the Lessee and Lessor. If informal mediation has not been concluded within this ninety (90) day period, or such extended period agreed to by Lessor and Lessee, the informal mediation shall be deemed terminated and either the Lessor or the Lessee may seek the rights and remedies it believes itself entitled to pursuant to Section 9.1 of this Lease.

Section 9.4 Formal Mediation of Disputes.

(a) If informal mediation pursuant to Section 9.3 above does not resolve the dispute between Lessor and Lessee, either party, by providing written notice to the other within five (5) business days of the unsuccessful conclusion of the informal mediation, may initiate formal mediation before a retired judge or justice or through any other formal mediation process or service the parties may desire.

(b) Upon the initiation of formal mediation, the parties shall have ten (10) business days to select a mediator. If they are unable to do so, they shall mutually select a mediation service and the Administrator of such service will submit a list of three mediators and their resumes. Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names. The fees and costs of the mediation will be borne equally by the parties.

(c) Mediation shall commence as expeditiously as possible and shall be completed within fifty (50) days of the date mediation, or thirty (30) days of the date a mediator is selected by the Parties pursuant to paragraph (b) above, whichever comes first. If mediation is not completed within the time specified herein, either party may terminate the mediation process upon written notice to the other and either the Lessor or the Lessee may then seek the rights and remedies it believes itself entitled to pursuant to Section 9.1 of this Lease.

(d) The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from the later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code Section 1152.5 shall apply to any mediation conducted hereunder.

ARTICLE 10.

MISCELLANEOUS

Section 10.1 Instrument Is Entire Agreement.

This Lease constitutes the entire agreement between the Parties with respect to the lease of the Subject Property. This Lease completely supersedes all prior understandings or agreements, both written and oral, between the Parties relating to the lease of the Subject Property.

Section 10.2 Notices.

(a) All notices hereunder shall be in writing signed by the Authorized Officer(s) and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery, addressed

if to the Lessor:	City of Novato 922 Machin Ave Novato, CA 94945 Attention: City Manager
with a copy to:	City Attorney of the City of Novato 670 W. Napa Street Suite F Sonoma, CA 95476
if to the Lessee:	Homeward Bound of Marin 1385 N. Hamilton Parkway Novato, CA 94949 Attention: Executive Director

or any other address as either Party may have furnished to the other in writing pursuant to the requirements of this Section 10.2 as a place for service of notice. Any notice so mailed shall be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt, or within three business days of the date the notice was mailed, whichever is earlier. If notice is given by personal service, it shall be deemed to have been given on the date served on the person or entity identified in Section 10.2(a) of this lease.

(b) A copy of each notice of default sent under Section 10.2(a) shall also be sent, in the manner described in Section 10.2(a), to the Lenders and/or Grantors with an outstanding Loan which have been identified in writing to Lessor by Lessee.

Section 10.3 Non-Liability of Officials, Employees and Agents.

No member, official, officer, employee, agent, contractor, or volunteer of any party shall be personally liable to the other, or any successor in interest.

Section 10.4 Force Majeure.

Performance by either Party shall not be deemed to be in default where defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; power outages; quarantine restrictions; freight embargoes; governmental restrictions or priority; weather or soils conditions which, in the reasonable opinion of the Lessee's contractor, will necessitate delays; reasonable inability to secure necessary labor, reasonable materials or tools; or any other causes (other than the Lessee's inability to obtain financing for the Development) beyond the control or without the fault of the Party claiming an extension of time to perform. Times of performance under this Lease may also be extended in writing by the Lessor and the Lessee.

Section 10.5 Non-Waiver of Breach.

Neither the failure of a Party to insist upon strict performance of any of the covenants and agreements of this Lease nor the failure by the Party to exercise any rights or remedies granted to such Party under the terms of this Lease shall be deemed a waiver or relinquishment (a) of any covenant herein contained or of any of the rights or remedies of the applicable Party, (b) of the right in the future of the applicable Party to insist upon and to enforce by any appropriate legal remedy a strict compliance with all of the covenants and conditions thereof, or (c) the right of the Lessor to recover possession of the Subject Property upon occurrence of a default and the expiration of applicable notice and cure periods or the expiration of the Lease Term.

Section 10.6 Counterparts.

This Lease may be executed in counterparts and multiple originals, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.7 Lease Binding on Successors.

This Lease shall inure to the benefit of, and shall be binding upon, the Lessor, the Lessee, and their respective permitted successors and assigns.

Section 10.8 Relationship of Parties.

Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal or agent; partnership; joint venture; association;

or buyer and seller. Neither the computation of any payments and other charges under the terms of this Lease nor any other provisions contained in this Lease, nor any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

Section 10.9 No Merger.

There shall be no merger of this Lease, or any interest in this Lease or of the leasehold estate created hereby, with the fee estate in the Subject Property by reason of the fact that this Lease or such interest may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Subject Property, or any interest in such fee estate; nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created hereby may be conveyed or mortgaged in a leasehold mortgage to a leasehold mortgagee who holds the fee estate in the Subject Property or any interest of the Lessor under this Lease.

Section 10.10 Titles.

Any titles of the sections or subsections of this Lease are inserted for convenience of reference only and shall be disregarded in interpreting any of its provisions.

Section 10.11 Severability.

If any provision of this Lease or the application of any provision to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 10.12 Applicable Law.

This Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 10.13 Approvals.

(a) Unless expressly stated otherwise, whenever this Lease calls for a Party's approval, consent, or waiver, the written approval, consent, or waiver of the Party's Authorized Officer(s) shall constitute the approval, consent, or waiver of the Party, without further authorization required from the Party's board. The Parties hereby authorize their Authorized Officers to deliver such approvals or consents as are required by this Lease, or to waive requirements under this Lease, on behalf of them (including, in the case of the Lessor, to encumber the fee in the Subject Property pursuant to Section 5.2(b)).

(b) All approvals under this Lease shall be subject to a reasonableness standard, except where a sole discretion standard is specifically provided.

Section 10.14 Inspection of Books and Records.

The Lessor has the right at all reasonable times to inspect and copy the non-confidential books, records and all other documentation of the Lessee pertaining to its obligations under this Lease. The Lessee also has the right at all reasonable times to inspect and copy the books, records and all other documentation of the Lessor pertaining to its obligations under this Lease. Each Party shall maintain adequate records for a period of at least three (3) years after the end of the operating year in which the records were created.

Section 10.15 Recitals.

The recitals set forth above are hereby incorporated by this reference as though fully set forth herein.

BY SIGNING BELOW, the Parties confirm their agreement to the terms of this Lease as of the date first written above.

ATTEST:



City Clerk

LESSOR:

City of Novato

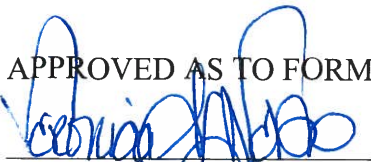
By:



Its:

City MANAGER

APPROVED AS TO FORM:

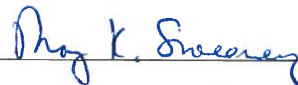


City Attorney

LESSEE:

Homeward Bound of Marin, a California nonprofit public benefit corporation

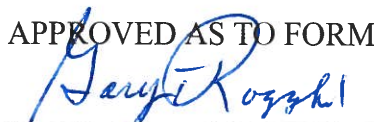
By:



Its:

Executive Director

APPROVED AS TO FORM:



Lessee's Attorney

See loose Acknowledgment certificate attached

NOTE: ALL SIGNATURES MUST BE NOTARIZED FOR RECORATION PURPOSES

CALIFORNIA ACKNOWLEDGMENT FORM

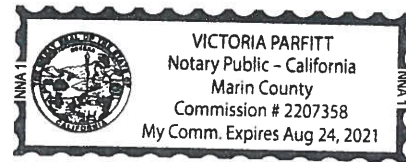
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
County of Marin) SS.

On January 27, 2020 before me, Victoria Parfitt, Notary Public, personally appeared Adam McGill, who proved to me on the basis of satisfactory evidence to be the person whose name/s subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature 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.



[SEAL]

SIGNATURE *Victoria Parfitt*

ACKNOWLEDGMENT

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

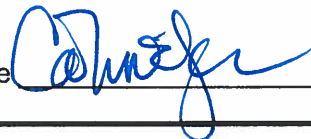
State of California
County of Marin)

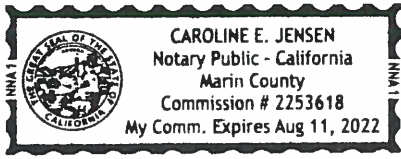
On January 10, 2020 before me, Caroline E. Jensen, notary public,
(insert name and title of the officer)

personally appeared Mary K. Sweeney
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  (Seal)



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

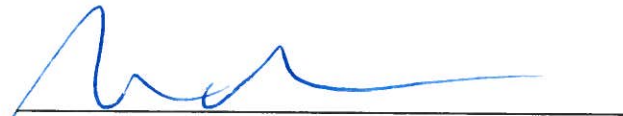
STATE OF CALIFORNIA

COUNTY OF MARIN

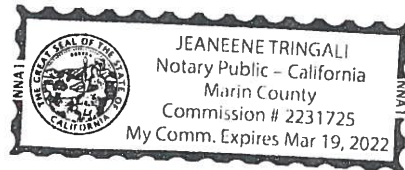
On Jan. 16, 2020, before me, Jeaneene Tringali,
notary public, personally appeared Gary T. Raghanti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their 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



(Seal)

CALIFORNIA ACKNOWLEDGMENT FORM

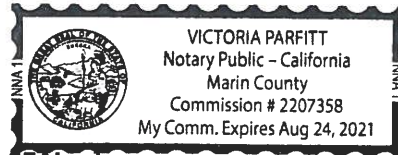
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
County of Marin) SS.

On January 27, 2020 before me, Victoria Parfitt, Notary Public, personally appeared Veronica Nebb, who proved to me on the basis of satisfactory evidence to be the person whose name/s subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature 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.



[SEAL]

SIGNATURE Victoria Parfitt

EXHIBIT A

DESCRIPTION OF THE SUBJECT PROPERTY

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

PARCEL ONE:

Beginning at the most Northerly corner of Lot 4 as shown on the Parcel Map of Hamilton Field - Phase Two, Stage 1, recorded November 3, 1997 in Book 26 of Parcel Maps at Page 39, Marin County Records; thence along the Easterly line of said Lot 4, South 05° 08' 16" West, 377.65 feet; thence leaving said Easterly line of said Lot 4, South 67° 31' 12" East, 81.00 feet; thence in a curve to the right, tangent to the preceding course, having a radius of 15.00 feet, through a central angle of 70° 47' 32", an arc length of 18.53 feet; thence South 03° 16' 20" West, 184.69 feet; thence South 84° 52' 00" East, 526.68 feet; thence South 05° 08' 00" West, 24.60 feet; thence South 84° 52' 00" East, 38.15 feet, thence South 05° 08' 00" West, 69.61 feet; thence South 84° 52' East, 245.46 feet; thence North 42° 01' 16" East, 47.80 feet to the Southwesterly line of the Parcel conveyed to Golden Gate Bridge, Highway and Transportation District described in the Deed recorded June 29, 1990 in Document No. 90-38197, Marin County Records; thence along said Southwesterly line of Golden Gate Bridge, Highway and Transportation District Parcel, North 47° 58' 44" West, 1166.25 feet to the Easterly line of North Hamilton Parkway, as shown on said Parcel Map of Hamilton Field - Phase Two, Stage 1 (26 P.M. 39); thence leaving said Southwesterly line of Golden Gate Bridge Highway and Transportation District Parcel, and along said Easterly line of North Hamilton Parkway, South 05° 08' 16" West, 43.85 feet to the point of beginning.

EXCEPTING THEREFROM that portion described as follows:

Beginning at the most Northerly corner of Lot 4 as shown on that certain Map entitled, "Parcel Map of Hamilton Field - Phase Two, Stage One", recorded November 3, 1997 in Book 26 of Parcel Maps at Page 39, Marin County Records; thence along the Easterly line of said Lot 4, South 05° 08' 16" West, 377.64 feet; thence leaving said Easterly line of said Lot 4, South 67° 31' 12" East, a distance of 81.00 feet; thence North 22° 28' 48" East, a distance of 34.33 feet; thence South 88° 25' 05" East, a distance of 74.65 feet; thence South 01° 34' 55" West, a distance of 14.50 feet; thence South 88° 25' 05" East, a distance of 102.19 feet; thence North 05° 08' 16" East, a distance of 113.56 feet; thence North 42° 01' 16" East, a distance of 83.20 feet to the Westerly line of the Lands of the Golden Gate Bridge, Highway and Transportation District (GGBH&TD), as described in Instrument No. 90 38197, Marin County Records; thence along said Westerly line of the Lands of GGBH&TD, North 47° 58' 44" West, a distance of 354.69 feet; thence leaving said Westerly line of the Lands of GGBH&TD from a tangent that bears South 65° 59' 11" West, along a non-tangent curve to the left, said curve having a radius of 261.00 feet, through a central angle of 08° 11' 38", for an arc length of 37.33 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion described as follows:

Beginning at the most Northerly corner of Lot 4 as shown on that certain Map entitled, "Parcel Map of Hamilton Field - Phase Two, Stage One", filed for Record November 3, 1997 in Book 26

of Parcel Maps at Page 39, Marin County Records; thence along the Easterly line of said Lot 4, South 05° 08' 16" West, 377.64 feet; thence leaving said Easterly line of said Lot 4, South 67° 31' 12" East, a distance of 81.00 feet to the true point of beginning; thence from the true point of beginning along a tangent curve to the right; said curve having a radius of 15.00 feet; through a central angle of 70° 47' 32", for an arc length of 18.53 feet; thence South 03° 16' 20" West, a distance of 75.57 feet; thence South 84° 51' 44" East, a distance of 381.60 feet; thence North 42° 01' 16" East, a distance of 144.70 feet to the Westerly line of the Lands of the Golden Gate Bridge, Highway and Transportation District (GGBH&TD), as described in Instrument No. 90-38197, Marin County Records; thence along said Westerly line of the GGBH&TD, North 47° 58' 44" West, a distance of 304.88 feet; thence leaving said Westerly line of GGBH&TD, South 42° 01' 16" West, a distance of 83.20 feet; thence South 05° 08' 16" West, a distance of 113.56 feet; thence North 88° 25' 05" West, a distance of 102.19 feet; thence North 01° 34' 55" East, a distance of 14.50 feet; thence North 88° 25' 05" West, a distance of 74.65 feet; thence South 22° 28' 48" West, a distance of 34.33 feet to the point of beginning.

PARCEL TWO:

A Non-Exclusive Easement for the purpose of Vehicular access lying 12.50 feet on each side of the following described centerline:

Beginning at the most Northerly corner of Lot 4 as shown on that certain Map entitled, "Parcel Map of Hamilton Field - Phase Two, Stage One", recorded November 3, 1997 in Book 26 of Parcel Maps at Page 39, Marin County Records; thence along the Easterly line of said Lot 4, South 05° 08' 16" West, a distance of 6.87 feet, to the true point of beginning; thence from said true point of beginning leaving said Easterly line of said Lot 4 from a tangent that bears South 47° 39' 26" East, along a non-tangent curve to the right, said curve having a radius of 60.00 feet; through a central angle of 52° 47' 42", for an arc length of 55.29 feet; thence South 05° 08' 16" West, a distance of 255.99 feet; thence along a curve to the left; said curve having a radius of 60.00 feet, through a central angle of 64° 51' 05", for an arc length of 67.91 feet; thence South 59° 42' 49" East, a distance of 29.48 feet to a point on the Southerly line of Parcel One herein described; said point lies North 22° 28' 48" East, a distance of 24.45 feet from the most Southerly corner of said Parcel One and the terminus of the Easement herein being described.

PARCEL THREE:

A 25.00 foot Non-Exclusive Easement for the purpose of Vehicle access lying 12.50 feet on each side of the following described centerline:

Beginning at a point which bears North 22° 28' 48" West, a distance of 24.45 feet from the true point of beginning of the parcel herein described; thence from a tangent that bears South 59° 42' 49" East, along a non-tangent curve to the right, said curve having a radius of 40.00 feet; through a central angle of 18° 48' 22", for an arc length of 131.3 feet; thence South 40° 54' 27" East, a distance of 40.98 feet; thence along a curve to the left; said curve having a radius of 40.00 feet, through a central angle of 44° 13' 15", for an arc length of 30.87 feet; thence South 85° 07' 42" East, a distance of 262.04 feet; thence along a curve to the right; said curve having a radius of 40.00 feet, through a central angle of 41° 09' 19", for an arc length of 28.73 feet; thence South 43° 58' 23" East, a distance of 59.27 feet to a point on the Southeasterly line of Parcel One herein described; said point lying North 42° 01' 16" East, a

distance of 24.05 feet from the most Southerly corner of said Parcel One and the terminus of the Easement herein being described.

APN: 157-970-07

EXHIBIT C

CONTRACTS AND ASSESSMENTS AFFECTING THE SUBJECT PROPERTY

1. Contracts
 - a. City Ventures Purchase and Sale Agreement executed June 30, 2019.
 - b. Downtown Streets Team License Agreement for Use of City Property Between the City of Novato and the Downtown Streets Team Hamilton HUD Parcel APN 157-970-07 executed on November 26, 2019.
2. Existing Uses
 - a. Storage use of Buildings 820, 821 and/or 816 by the Lessor.
 - b. Storage use of Buildings 820, 821 and/or 816 by Novato Theatre Company.
3. Current and Anticipated Assessments Affecting the Subject Property

Homeward Bound of Marin

Vets & Workforce Housing

2022 FMR

Rent Rolls

			Total Units	1 BR Standard		1 BR 100% Rate		Monthly Income		Annual Income
			50.00	2,931		2,931		146,550		1,758,600
Rent Discount or vacancy rate						5.00%		(7,328)		(87,930)
Net Rental Income								139,223		1,670,670

Marin Housing Authority		
Unit Size	2022 FMR	Payment Standard
100%		
1 BR	\$2,931	\$2,931

**Homeward Bound of Marin
Veteran & Workforce Housing
Performance Schedule**

<u>When</u>	<u>Milestone</u>
2018-2020	Neighborhood meetings to gain community input on the project design
2019	Design review application submitted
Dec. 2019	55-year \$1.00 Ground Lease approved
Jan. 2020	Approval of exterior design and landscape plans recommended by Design Review Committee
June 2020	In-lieu housing funds of \$750,000 approved to off-set development fees
2020-2022	\$13.3 million secured to date, enough to complete Phase 1 Veterans Housing
Aug. 2022	Environmental clearance, precise development plan, and design review for whole project approved by City Council
Nov. 2022	Groundbreaking for Phase 1 Veterans housing held
Mar. 2023	Building permit for Phase 1 Veterans Housing expected
Summer/Fall 2023	Building permit for Phase 2 Workforce Housing expected
Mar. 2023 - Dec. 2024	Construction phase for Phase 1 Veterans Housing
Mar. 2023 - Dec. 2024	Fundraising completed for Phase 2 Workforce Housing
Dec. 2024	Certificate of occupancy and doors opened for Phase 1 Veterans Housing
Dec. 2024 - Dec. 2025	Construction phase for Phase 2 Workforce Housing
Dec. 2025	Certificate of occupancy and doors opened for Phase 2 Workforce Housing

**Homeward Bound of Marin
Veteran & Workforce Housing
Sources & Uses**

<u>USES</u>	<u>AMOUNT</u>
ACQUISITION	
Demolition	\$400,000
Subtotal	\$400,000
Existing Improvements Cost	\$0
Other: including removal of easement	\$0
Total Acquisition	\$400,000
NEW CONSTRUCTION	
Off-Site Improvements	\$400,000
Environmental Remediation	\$0
Site Work (hard costs)	
Structures (hard costs)	\$19,462,892
General Requirements	
Contractor Overhead	
Contractor Profit	
Prevailing Wage	
General Liability Insurance	
Solar System	
Other: Sewer/Water Public Improvements	\$250,000
Total New Construction	\$20,112,892
ARCHITECTURAL	
Design 6%	\$1,800,000
Supervision 2%	\$600,000
Total Architectural Costs	\$2,400,000
SURVEY & ENGINEERING	
Engineering (M, E, P, Civil, Energy & Green Consulting) 7%	\$1,800,000
ALTA Land Survey 1%	\$280,000
Total Survey & Engineering	\$2,080,000
CONTINGENCY COSTS	
Hard Cost Contingency 5%	\$1,000,000
Soft Cost Contingency 1%	\$322,108
Total Contingency Costs	\$1,322,108
CONSTRUCTION PERIOD EXPENSES	
Construction Loan Interest	
Insurance During Construction	\$200,000
Title and Recording Fees	\$95,000
Total Construction Expenses	\$295,000
Operating Reserve	\$0
Replacement Reserve	\$0
Transition Reserve	\$0

Total Capitalized Reserves	\$0
OTHER	
Local Development Impact Fees	\$200,000
Developer Fee	\$100,000
Furnishings / Furniture	\$500,000
Total Other Costs	\$800,000
SUBTOTAL	\$27,410,000
DEVELOPER COSTS	
Project Administration (6%)	\$1,345,000
Other: Including Capital Campaign Costs (6%)	\$1,345,000
Total Developer Costs (12%)	\$2,690,000
TOTAL USES	\$30,100,000

Homeward Bound of Marin
Veteran & Workforce Housing

Operating Pro-Forma 20-Year

Proforma 2023-24	23-24	24-25		25-26		2.0%		2.0%		2.0%		2.0%		2.0%		2.0%		2.0%		2.0%	
	Year 1 Operating	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
INCOME																					
Section 8/HUD-VASH Voucher Income	1,550,000	1,581,000	1,612,620	1,644,872	1,677,770	1,711,325	1,745,552	1,780,463	1,816,072	1,852,393	1,889,441	1,927,230	1,965,775	2,005,090	2,045,192	2,086,096	2,127,818	2,170,374	2,213,782	2,258,057	
State Government Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
County Government Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Individual Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Foundation Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Corporation Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rent Income	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	186,506	190,236	194,041	197,922	201,880	205,918	210,036	214,237	218,522	
Rent Discount or Vacancy Rate	(85,000)	(79,050)	(80,631)	(82,244)	(83,888)	(85,566)	(87,278)	(89,023)	(90,804)	(92,620)	(94,472)	(96,362)	(98,289)	(100,255)	(102,260)	(104,305)	(106,391)	(108,519)	(110,689)	(112,903)	
Washer Dryer Income	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219	1,243	1,268	1,294	1,319	1,346	1,373	1,400	1,428	1,457	
In-Kind Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Effective Gross Income	1,616,000	1,655,970	1,689,089	1,722,871	1,757,329	1,792,475	1,828,325	1,864,891	1,902,189	1,940,233	1,979,037	2,018,618	2,058,991	2,100,170	2,142,174	2,185,017	2,228,718	2,273,292	2,318,758	2,365,133	
EXPENSES																					
Payroll (Includes Taxes & Benefits)																					
Supportive Service Labor & Program Expenses																					
Veterans Housing Program Manager	84,000	84,000	85,680	87,394	89,141	90,924	92,743	94,598	96,490	98,419	100,388	102,396	104,443	106,532	108,663	110,836	113,053	115,314	117,620	119,973	
Workforce Housing Program Manager	84,000	85,680	87,394	89,141	90,924	92,743	94,598	96,490	98,419	100,388	102,396	104,443	106,532	108,663	110,836	113,053	115,314	117,620	119,973	122,372	
Subtotal Supportive Services Payroll	168,000	169,680	173,074	176,535	180,066	183,667	187,340	191,087	194,909	198,807	202,783	206,839	210,976	215,195	219,499	223,889	228,367	232,934	237,593	242,345	
Program and Household Supplies	8,000	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561	9,752	9,947	10,146	10,349	10,556	10,767	10,982	11,202	11,426	11,654	
Laundry Expense	6,000	6,120	6,242	6,367	6,495	6,624	6,757	6,892	7,030	7,171	7,314	7,460	7,609	7,762	7,917	8,075	8,237	8,401	8,569	8,741	
Groceries	4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	4,876	4,973	5,071	5,174	5,278	5,383	5,491	5,601	5,713	5,827	
Non-Food Kitchen Expenses	8,000	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561	9,752	9,947	10,146	10,349	10,556	10,767	10,982	11,202	11,426	11,654	
Meal Expense	78,840	80,417	82,025	83,666	85,339	87,046	88,787	90,562	92,374	94,211	96,106	98,028	99,988	101,988	104,028	106,108	108,230	110,395	112,603	114,855	
Resident Expense	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657	3,730	3,805	3,881	3,958	4,038	4,118	4,201	4,285	4,370	
Subtotal Supportive Services & Program Expenses	107,840	109,997	112,197	114,441	116,729	119,064	121,445	123,874	126,352	128,879	131,456	134,085	136,767	139,503	142,293	145,138	148,041	151,002	154,022	157,103	
Admin Labor & Office Expenses																					
Co-Chief Executive Officer	18,928	18,928	19,307	19,693	20,087	20,488	20,898	21,316	21,742	22,177	22,621	23,073	23,535	24,005	24,485	24,975	25,475	25,984	26,504	27,034	
Chief Programs Officer	18,928	18,928	19,307	19,693	20,087	20,488	20,898	21,316	21,742	22,177	22,621	23,073	23,535	24,005	24,485	24,975	25,475	25,984	26,504	27,034	
Accounting Manager	17,340	17,340	17,687	18,041	18,401	18,769	19,145	19,528	19,918	20,317	20,723	21,137	21,560	21,991	22,431	22,880	23,349	23,824	24,304	24,789	
Accounting Associate	15,300	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285	18,651	19,024	19,404	19,792	20,188	20,592	21,004	21,424	21,852	
Office Manager	6,896	6,896	7,034	7,175	7,318	7,464	7,614	7,766	7,921	8,080	8,241	8,406	8,574	8,746	8,921	9,099	9,281	9,467	9,656	9,849	
Human Resources Manager	5,250	5,250	5,355	5,462	5,571	5,683	5,796	5,912	6,031	6,151	6,274	6,400	6,528	6,658	6,791	6,927	7,066	7,207	7,351	7,498	
Facilities Manager	11,208	11,208	11,432	11,661	11,894	12,132	12,375	12,622	12,874	13,132	13,395	13,662	13,936	14,214	14,499	14,789	15,084	15,386	15,694	16,008	
Maintenance Staff	11,782	11,782	12,018	12,258	12,503	12,753	13,008	13,268	13,534	13,804	14,081	14,362	14,649	14,942	15,241	15,546	15,857	16,174	16,498	16,828	
Subtotal Admin & Office Labor	122,758	122,758	125,213	127,717	130,272	132,877	135,535	138,245	141,010	143,831	146,707	149,641	152,634	155,687	158,801	161,977	165,216	168,520	171,891	175,329	
Audit and Legal Expenses	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285	18,651	19,024	19,404	19,792	20,188	20,592	21,004	21,424	21,852	
Office & Operating	4,600	4,692	4,786	4,882	4,979	5,079	5,180	5,284	5,390	5,497	5,607	5,720	5,834	5,951	6,070	6,191	6,315	6,441	6,570	6,701	
Phone	4,800	4,896	4,994	5,094	5,196	5,300	5,406	5,514	5,624	5,736	5,851	5,968	6,088	6,209	6,333	6,460	6,589	6,721	6,856	6,993	
Office Equipment	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438	2,487	2,536	2,587	2,639	2,692	2,746	2,802	2,858	2,914	
Local Taxes, Licenses & Fees	26,400	26,928	27,467	28,016	28,576	29,148	29,731	30,325	30,930	31,546	32,173	32,811	33,460	34,120	34,791	35,474	36,168	36,874	37,591	38,320	
Staff Related Costs	6,000	6,120	6,242	6,367	6,495	6,624	6,757	6,892	7,030	7,171	7,314	7,460	7,609	7,762	7,917	8,075	8,237	8,401	8,569	8,741	
Subtotal Admin and Office	58,800	59,976	61,176	62,399	63,647	64,920	66,218	67,543	68,894	70,271	71,677	73,110	74,573	76,064	77,585	79,137	80,720	82,334	83,981	85,660	
Operating, Utilities and Maintenance																					
Management Fee	34,560	35,251	35,956	36,675	37,409	38,157	38,920	39,699	40,493	41,302	42,128	42,971	43,830	44,707	45,601	46,513	47,443	48,392	49,360	50,347	
Utilities	36,000	36,720	37,454	38,203	38,968	39,747	40,542	41,353	42,180	43,023	43,884	44,761	45,657	46,570	47,501	48,451	49,420	50,409	51,417	52,445	
24/7 Security	230,000	234,600	239,292	244,078	248,959	253,939	259,017	264,198	269,482	274,871	280,369	285,976	291,696	297,530	303,480	309,546	315,741	322,056	328,497	335,067	
Travel	1,200	1,224	1,248	1,273	1,299	1,325	1,351	1,378	1,406	1,434	1,463	1,492	1,522	1,552	1,583	1,615	1,647	1,680	1,714	1,748	
Property / Liability Insurance	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285	18,651	19,024	19,404	19,792	20,188	20,592	21,004	21,424	21,852	
Maintenance and Repairs	54,000	55,080	56,182	57,305	58,451	59,620	60,813	62,029	63,270	64,535	65,826	67,142	68,485	69,855	71,252	72,677	74,130	75,613	77,125	78,668	
Subtotal Occupancy, Util and Mntnc	370,760	378,175	385,739	393,453	401,323	409,349	417,536	425,887	434,404	443,093	451,954	460,993	470,213	479,618	489,210	498,994	508,974	519,154	529,537	540,127	
Replacement Reserve	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	
6-Month Operating Reserve	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	648,000	
M & A Allocation	99,600	101,592	103,624	105,696	107,810	109,966	112,166	114,409	116,697	119,031	121,412	123,840	126,317	128,843	131,420	134,048	136,729	139,464	142,253	145,098	
Total Expenses	1,599,758	1,614,178	1,633,022	1,652,242	1,671,847	1,691,844	1,712,241	1,733,045	1,754,266	1,775,912											

Housing and Federal Grants Division 2021/2022 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM APPLICATION FOR FUNDING

Indicate type of project. If your project allows, you may apply under multiple categories.

CDBG Housing Rehabilitation

Organization (Fiscal Sponsor) General Information

Organization/Agency Name

Marin Center for Independent Living

Mailing Address

710 4th Street
San Rafael, California, 94901

Website

Marincil.org

Organization DUNS#

199670811

Executive Director/CEO

Eli Gelardin

Email Address

eli@marincil.or

Phone Number

(415) 459-6245

Project General Information

Program/Project Name

Residential Access Modification Program

Program/Project Site Address

710 4th Street
San Rafael, California, 94901

CDBG Year 1 Funding Amount Requested

0

CDBG Year 2 Funding Amount Requested

18000

Application Contact Person

Susan Malardino

Title of Contact Person

Deputy Director

Email Address

Susan@Marincil.org

Phone Number

(415) 459-6245

Is this project located in a Special Flood Hazard Area as indicated by FEMA?

Yes

Planning Areas Served: Indicate what geographic area the requested funding will serve. Please indicate approximate % of services provided in each area. For Housing projects with current residents, please indicate where your project is located.

	% of Services Provided
Novato	40
San Rafael	40
County Other	20

Total Percentage

100

Is your organization receiving other County of Marin funding for this project?

No

Organizational Overview: Provide a brief description of your organization including mission, programs, number of clients served, etc. (Please limit to 3000 characters.)

MCIL's mission is to assist seniors and persons with all types of disabilities with achieving their maximum level of sustainable independence as contributing, responsible and equal participants in society. We offer Information and referral, Personal Assistant Registry, Benefits Counseling, Housing Preservation Services, Assistive Technology, Home Modifications and Systems Change Advocacy.

MCIL has served over 952 unique clients in 2021.

Project Description: Provide a detailed scope of work including services to be provided and/or development activities to be engaged. Describe how this project will benefit the community. (Please limit to 3000 characters.)

The Residential Accessibility Modification Program (RAMP) of MCIL serves Marin residents with disabilities by increasing housing accessibility. The majority of clients have orthopedic, visual or hearing impairments, chemical sensitivities HIV+ or AIDS or are frail, older adults. This program has been in operation for more than 31 years. Services are provided to individuals who are at risk of losing their independence and being confined in nursing homes without the modifications. Marin CIL is the only agency in Marin that directly assists people in this manner

Describe how COVID-19 has impacted your organization and provide information on how your project is addressing COVID related challenges for both the organization and clients/consumers/tenants. (Limit to 3000 characters.)

COVID -19 continues to be a challenge based on the continued low numbers of consumers making request. Many of our consumer are in a high-risk group and are not willing to allow contractors in their homes due to the possibility of being exposed to COVI-19. In addition, it has been difficult finding contractors willing to participate with the lengthy approval process. Assistive Technology Advocate (ATA) continues to look for additional contractors to recruit that are willing to work with us.

For Public Service projects, which community priority does your project align with? (check as many boxes as applicable)

Children, Youth and Parent Services

Housing Support Services

For Public Service projects, describe how your project aligns with these priorities. (Limit to 3000 characters.)

N/A

HUD National Objective to be served (check at least one)

Activities benefiting low and moderate-income persons. (LMI)

How will this project Affirmatively Further Fair Housing? (Please limit to 3000 characters.)

Marin County's population is rapidly aging into disability. Currently a third of the population in Marin are older adults, representing the fastest growing rate for seniors in any county in the state of California. Presently Marin has more than 65,000 older adults and individuals with disabilities enrolled in Medicare and 9,500 individuals enrolled in Medi-Cal. However, despite our significant aging and disabled population, there are limited options for housing. Another change in our county is in the financial incentives to support community-based living compared to acute or post-acute care. The median monthly cost of a skilled nursing facility bed in Marin is over \$6000 a month, while the combined median monthly cost of in-home personal assistants and an individual's social security benefits is less than \$2000.

Living safely and independently in the home with community supports is critical to both the emotional and financial health of our community members and the County. The need for a coordinated and systematized approach to serving individuals at risk of entering long term care facilities can never be more present.

For more information about affirmative marketing, visit the [Marin County Federal Grants website](#) and scroll down to the Affirmative Marketing panel.

Describe how this project will conduct affirmative marketing to members of the Protected Classes under federal fair housing laws. (Please limit to 3000 characters.)

All consumers of MCIL are people with disabilities, a protected class, as defined by HUD. In addition, MCIL engages in outreach to underserved communities. MCIL participates in the Aging Action Initiative and is a partner in the Green and Healthy Homes Project. MCIL will continue to outreach to underserved communities in Marin County.

Approximately how many moderate, low, very low and extremely low-income persons will directly benefit from the program/project? Projects that support low-income persons will be prioritized. (Use the income level table found in the Application Guidelines document.)

	Number
Moderate Income	0
491 of 603	

	Number
Low Income	0
Very Low Income	1
Extremely Low Income	5

Total Number of Persons by Income Demographic

6

How does your organization verify client income? (Income verification is required except if the client is presumed benefit by HUD. Presumed benefit applies to abused children, battered spouses, the elderly, adult persons with serious disabilities, the homeless, illiterate persons, and migrant farm workers (Please limit to 3000 characters.)

Each applicant is required to supply proof of income in the form of one of the following: Social Security award letter, recent bank statement (noting automatic deposit) or a recent Federal Tax return.

Estimate the demographics of moderate, low, very low, and extremely low-income persons who will directly benefit from the program/project.

	Total Number of Persons	Number Identifying as Hispanic
American Indian or Alaskan Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White	6	2
American Indian and White		
Asian and White		
Black and White		
American Indian and Black		
Multi-Racial		

Total Number of Persons

6

Total Number Identifying as Hispanic

2

Female-Headed Households (out of above total)

5

Persons with Disabilities (out of above total)

6

PROJECT MANAGEMENT & FINANCIAL DATA

If your project or organization was funded previously, list past project(s), goals, and accomplishments/activities using CDBG/HOME funds. (Limit to 3000 characters.)

MCIL has been providing the Residential Access Modification Program for the past 31 years. Increasingly we are serving older adults who are aging into disability who require home modification to live safely in their homes. In the past 6 years the program has served approximately 41 individuals and families with home access modifications ranging from grab bar installations, stair lifts, ramps and bathroom widening. These modifications have been specifically provided to low-income individuals who do not have the resources to complete them on their own. Through the consumer surveys our consumers have reported that their home access modifications have significantly improved overall quality of life, ability to perform activities of daily living and to engage in community activities.

If your agency has remaining CDBG/HOME funds previously approved, please describe the timeline for expending the fund balance. (Please limit to 3000 characters.)

Currently we have 4 ramps, 1 Chairlift and 1 accessible walkway in the pipeline. Once these projects are approved the actual completion should take 1-2 days.

Describe your organization's experience with administering federal grant programs. For Housing and Capital (construction and renovation) projects, what experience do you have with complying with Davis- Bacon prevailing wage requirements? (Please limit to 3000 characters.)

For over 31 years MCIL has managed grants for independent living services. These grants have been administered by the Department of Education and the Administration on Community Living. The organization has complied with all Federal regulations, fiscal policies and programmatic requirements. Each year the agency undergoes an Annual Audit performed by an outside CPA. MCIL has never fallen out of compliance with our Federal Funders. MCIL adheres to Davis-Bacon by ensuring that all contractors are current on their licensing and adhere to the local (Marin) prevailing wages and fringe benefits requirements.

Describe who will supervise and manage the project and their past experience with project management. (Please limit to 3000 characters.)

Tonique McNair will oversee the project. Tonique McNair has been with MCIL for over 5 years managing RAMP. MCIL has an intake process for all new consumers. Tonique meets with each consumer to develop their goal as part of their Independent Living Plan. Once the scope of work is determined, Tonique will contact the appropriate contractors and/ or vendors to acquire bids for the project. While waiting to receive bids she will confirm that the prospective project is not in a flood hazard area as well collect all required documents. Once the contractor/vendor is selected and the Site Contamination inspection is completed she will submit to CDBG for approval.

Describe any recent or upcoming leadership transitions. (Limit to 3000 characters.)

N/A

For Housing and Capital (construction and renovation) projects, list any entitlements, planning approvals, or authorizations that are necessary for the project to proceed and list those already received. (Please limit to 3000 characters.)

Typically, our projects do not require additional authorizations however, if authorization should be required this is usually the responsibility of the contractor that is selected for the project.

For Housing and Capital (construction and renovation) projects, what stage are you in? Select the current phase of the proposed project.

Cost Estimate

For HOME projects: Please describe how you will need the 25% funding match requirement? (Please limit to 3000 characters.)

N/A

For HOME projects: Describe your project's ability to pencil out with HOME Low Rents. (Limit to 3000 characters.)

N/A

For Housing and Capital (construction and renovation) projects, what is your project timeline? List program/project objectives and milestones, along with an estimated timetable for reaching them. (The general tasks for a construction project are provided below; please add tasks as needed)

Define scope of work/finish design

Tuesday, February 1, 2022

Complete planning and environmental review

Friday, February 25, 2022

Release bid package

Friday, March 18, 2022

Select contractor

Friday, March 25, 2022

Finalize contract

Monday, February 28, 2022

Obtain building permits

Thursday, February 24, 2022

Start construction

Monday, March 28, 2022

Complete construction

Friday, April 1, 2022

Describe any flexibility regarding your projects start/completion date. (Limit to 3000 characters.)

MCIL staff work with both the contractor and CDBG timelines to ensure the required documentation is provided for the approval process. If these timelines change we inform the consumer and/or CDBG. During the process we inform our consumers of the anticipated timeline, but do note that there may be changes along the way and explain the need for flexibility with regard to scheduling the project.

Required Attachments:

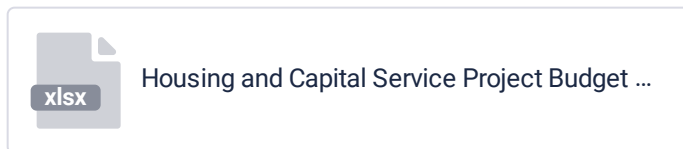
A. Project Budget: Complete the project budget template provided and submit along with application. If you have a project budget that provides the information requested in the template, you may submit that in-lieu of the template. Please note: the project budget should reflect the total cost of the project NOT just the CDBG/HOME request.

For Public Service projects: Project budgets should cover a 1-year time period only. Year two funding allocations will be based on the 1-year budget in relation to outcomes achieved and HUD funding levels.

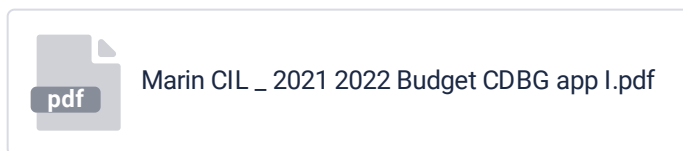
For Capital/Housing projects: Project budgets should be developed spanning a two-year time period, with specific outcomes and line items associated with each year. If your project has received planning approvals, has an environmental review on file, and is ready to move forward in a 1-year time frame please indicate so.

B. Organizational Budget: Upload your organization or fiscal sponsors annual budget.

Attach Project Budget



Attach Organization Budget



Signer Name

Tonique McNair

Signer Title

Assistive Technology Advocate

Signer Affirmation

By checking this box, I hereby certify that the information in this application is true and accurate to the best of my knowledge.

Capital and Housing Project Budget Template

Organization Name: Marin Center for Independent Living
Project Title: Residential Access Modification Program

Date: 1/24/2022

INCOME:	Federal Grants Request Year 1	Federal Grants Request Year 2	Other Funding Sources	In Kind	Total Proposed Project Income
<u>Committed</u>					
Foundations:					
<i>(Add rows)</i>					
Government:					
<i>(Add rows)</i>					
Corporations:					
<i>(Add rows)</i>					
Individual Contributions: (list total):					
Earned Income:					
<i>(Add rows)</i>					
Other (specify):					
<i>(Add rows)</i>					
Subtotal, Committed Income			\$ -	\$ -	\$ -
<u>Uncommitted</u>					
Federal Grants Request		\$ 18,000.00			
Foundations:					
<i>(Add rows to list other Foundations)</i>					
Government:					
<i>(Add rows to list other Government agencies)</i>					
Corporations:					
<i>(Add rows to list other Corporations)</i>					
Individual Contributions:					
<i>(Add rows to list other Contributions)</i>					
Other (specify):					
<i>(Add rows to list others)</i>					
Subtotal, Uncommitted Income	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00
Other					
Earned Income:					
<i>(Add rows)</i>					
Subtotal, Earned Income			\$ -	\$ -	\$ -
Grand Total Income	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00

EXPENSES (Add rows to list other expenses)	Federal Grants Request Year 1	Federal Grants Request Year 2	Other Funding Sources	In Kind	Total Proposed Project Expenses
Direct Project Related Expenses					
Acquisition					
Purchase price					
Title/Recording/Escrow					
<i>(Add rows to list other direct project expenses)</i>					
Pre-development					
Architecture & engineering					
Phase 1					
Market Study					
Entitlements/Zoning					
<i>(Add rows to list other direct project expenses)</i>					
General Development					
Home modification - materials		\$ 10,000.00			
Home modification - labor		\$ 8,000.00			
Subtotal, Direct Project Related Expenses	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00
Developer Fee (specify % in column A below)					
0.00%					\$ -
Fiscal Sponsorship Fee (specify % in column A below)					
0.00%					\$ -
Grand Total All Expenses					\$ 18,000.00

Marin Center for Independent Living Budget 21-22	
Income	21-22
Dept of Rehab	406,483
Dept of Rehab VIIB	168,224
ACL	80,911
ACL-Covid	40,000
Registry Program	52,400
MGH- Access to Benefits	25,000
MCF-Safety Net Services	50,000
ADRC - Infrastructure	537,158
ADRC - COVID	50,000
MCC - LICN	50,000
DDARC Program	125,000
Contracts/Client Fees	25,000
Development/Donations	198,500
Rental Inc	83,400
To Celebrate Life - BC	25,000
AHEAD. One time	50,000
CDBG Community Dev Block Grant	18,000
FHANC	20,000
BFF/MCF - Bob Roberts Client Asst	10,000
Marketing/Design	56,375
Total Income	2,071,451
Personnel	21-22
Salary/Fringe	1,474,360
Operating	21-22
Taxes/Fees	7,200
Utilities	8,500
Bldg Maint	8,500
Property Mgmt	6,600
Equip Maint	3,500
General Insurance	11,500
Supplies	11,000
Marketing/Branding	50,000
Telephone	10,000
Postage	5,500
Printing	5,500
Audit/Tax Prep	16,500
Professional Services	34,975
Equip Lease	7,000
Trvl/Mileage/Lodging	4,000
Staff Dev/Trng	9,500
Dues/Bks/Sub	18,000
Development	51,000
ADRC Infrastructure Grant	170,651
DDAR Program	38,665
Capacity Bldg	10,000
AHEAD	40,000
Home Modifications (CDBG/FHANC)	38,000
BR CA Fund & Client Assistance	10,000
TCL BCER Fund	20,000
Technology	1,000
Total Operating	597,091
Total Pers & Oper	2,071,451
Net Income (loss)	0

National Flood Hazard Layer FIRMMette



122°31'41"W 37°58'36"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **1/31/2022 at 7:23 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Bolinas Community Land Trust

Website URL

www.bolinaslandtrust.org

DUNS

117416096

Mailing Address

PO BOX 805
Bolinas, California, 94924

Project Contact Name

Arianne Dar

Title

Executive Director

Email Address

adar@bolinaslandtrust.org

Phone Number

(415) 713-4519

Executive Director Name

Arianne Dar

Executive Director Email Address

adar@bolinaslandtrust.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

The Bolinas Community Land Trust is a local non-profit dedicated to creating, preserving and sustaining long term affordable housing in Bolinas and Stinson Beach, CA. Through outreach, tenant advocacy and property management, we strive to support a thriving, vibrant and diverse community. We currently serve approximately 45 clients through the provision of long-term affordable housing in West Marin.

Have there been any recent or upcoming leadership transitions?

The organization has expanded its directorial capacity from one part time position to two positions totaling 1.5 FTE. Annie O'Connor, Administrative Director, is now co-leading the organization with Arianne Dar, Executive Director.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

Yes, both the activities and budget of the BCLT are expanding. The BCLT is in contract to sell three properties as affordable homeownership and to purchase two new properties in the Spring of 2023. This will increase the number of clients served by an additional ~75 people. In anticipation of this growth, the BCLT is in the process of expanding our property management, tenant advocacy, and project management capabilities and activities.

In addition, the BCLT personnel line-item increased from the FY'22 to the FY'23 budget for the following reasons:

The BCLT board adopted a health benefits subsidy payment and a cost of living adjustment for staff at the end of 2022.

The organization is conducting a pay equity and living wage review and the preliminary outcome of that assessment is reflected in the FY'23 budget.

Overall, the FY'23 budget reflects the BCLT's mission and values by ensuring that our staff – who are primarily low-income individuals who have been negatively impacted by the affordable housing crisis – will be retained as we further grow diversity, equity, inclusion, and belonging across our organization.

If applicable, what is the organization's standing with licensing or other accreditation authorities?

The BCLT is a 501(c)3 organization.

How does your organization verify client income?

Our Business Manager meets with each tenant on an annual basis. In that meeting, they review the tenants payroll stubs, prior year tax return, bank statements, and any other relevant income documents. This information is used to complete the HUD Tenant Income Certification form. The total household income is totaled up and compared to the local annual income limits summary and any pertinent regulatory agreements to insure their income is in compliance.

General Project Information

Project Name

Bolinas Community Land Trust

Project Address

140 Maple Road
Bolinas, California, 94924

Assessor's Parcel Number (APN)

191-142-17

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

CDBG Housing

HTF/PLHA Amount Requested

\$500,000

CDBG Housing Amount Requested

\$500,000

CDBG/HOME-ARP applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

No

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

The proposed project is for the rehabilitation of a recently acquired, currently four unit property in Bolinas. The property houses 13 extremely low income tenants: a voucher holding disabled single mother with a household of five, a voucher holding, terminally ill older woman who was recently moved to housing after being homeless for a number of years, an undocumented family of five with three children under the age of ten and a Southeast Asian store manager and a transgendered individual. The property has a lot of deferred maintenance and the BCLT is seeking funding to do critical repairs for health and safety as the first step in bringing the property into full legal compliance and deed restricting it for voucher holders and people making below 30% of AMI. These repairs include a new septic system, a new rear deck and entry staircases, renovation of two or three bathrooms and the replacement of major appliances in one of the units. This project houses some of the most at risk residents of Bolinas peacefully on a large lot in a residential neighborhood of Bolinas. It is an excellent opportunity to protect long term housing in perpetuity for a population that is often hard to serve.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

This property will be acquired from the family of the most recent owner, Allan Maxey who passed away about a year ago. Allan was a long time resident of Bolinas and wished for his property to remain a resource to house low income residents in Bolinas. His children agreed to sell it to the BCLT below the appraised value to honor their father's wishes. BCLT is in contract to purchase it at the beginning of April and will pay for it with a downpayment from the BCLT's "Homes from the Heart" revolving fund and a long term loan from the Marin Community Foundation. Most of the construction on the property has been done illegally and the BCLT is aware that it will need to go through a lengthy process to bring it into compliance. It is unclear at this time whether all the dwelling units will be able to be preserved, but the BCLT is in the process of creating temporary housing at another site and it may be possible to move some of the residents from this property there while all of the renovations and compliance

issues are being addressed. No county or public funds have gone into this project at this time.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

The property is in a residential area of Bolinas called the "Gridded Mesa" which houses the majority of Bolinas residents. It is near the office of the public utility district and about a quarter mile to Duxbury Reef, a CA State Park. The Bolinas Firehouse, Clinic and Mesa Park with playground, skateboard park and ball fields are a half mile down the road, and downtown Bolinas with the Library and grocery stores and public bus is about a mile away. The local elementary school is also about a mile away.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

No known environmental issues

Have you begun any state or federal environmental review procedures for the proposed project?

No

What is the anticipated timeline for the environmental review(s)?

The property will be purchased in April and once the winter rains have stopped, the BCLT will move forward to permit a new septic system. This process will trigger and entail some level of environmental review, which can be expanded during the summer months. Because this property has been so severely impacted by illegal building, is not near a primary drainage or swale, and is in the midst of an established neighborhood, it is unlikely to meet the definition of an environmentally protected habitat. But a full assessment can be made in late spring or summer of 2023.

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

This project will be overseen by Arianne Dar, the Executive Director of the BCLT who has a number of years of private development experience within Bolinas and other locations. As the Executive Director of the BCLT, Arianne has also supervised the purchase and renovation of three buildings for affordable housing as well producing two new homes for BMRS. Under her supervision the BCLT is poised to build two additional BMRS homes and eight new rental units in downtown Bolinas. A larger, more complex project for agricultural workers is also currently in the pre development phase. Arianne will be assisted in the rehabilitation of 140 Maple by John Maalis who has been the BCLT's property manager for the past three years. John Maalis has extensive experience in smaller rehabilitation projects ranging from the solar electric upgrades of the BCLT's existing rental properties in Bolinas to the complete renovations of units for new tenants.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

The BCLT has been working on affirmative marketing for the five three years. We have an affirmative marketing plan that has been approved by the County. Can provide more information upon request.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

CDBG/HOME-ARP applicants only: How will this project Affirmatively Further Fair Housing?

It will provide housing for people below 30% AMI, which is unusual in our area.

Describe any past community engagement activities for this project, and future plans for community engagement.

When Allan Maxey first died, the community was aware we might purchase the property and we spontaneously received donations for the purchase in the amount of \$25,000 from a variety of community members.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio						0
1 bed	3					3
2 bed	1					1
3 bed						0
4 bed						0
Other						0
TOTAL UNITS	4	0	0	0	0	4

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization’s purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The “Total” column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Proposed project

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	11	5
Black/African American		
Asian	1	
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed	1	
TOTAL (Unduplicated)	13	5

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

2

Female-headed households

3

Households that include person(s) with a disability

2

Project Planning

Select the current phase of the proposed project.

Cost Estimate

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Tuesday, June 20, 2023

Complete planning and environmental review

Tuesday, August 1, 2023

Release bid package

Saturday, July 1, 2023

Select contractor

Tuesday, August 1, 2023

Finalize contract

Monday, August 7, 2023

Obtain building permits

Saturday, July 15, 2023

Start construction

Friday, September 1, 2023

Complete construction

Friday, December 15, 2023

Explain any additional milestones for New and/or Rehabilitation Projects below:

Dates are estimated and bids will be for different scopes of work. The septic work will be separate from the other rehab work.

CDBG/HOME-ARP applicants only: Describe any flexibility regarding your project's start/completion date.

We would love to start as soon as possible. We need to get the septic system installed before October 15, 2023.

Will you be seeking Project Based Section 8 Vouchers for this project?

No

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

As of April 3 we will own the property.

Expanding on the Scope of Work, please describe the rehabilitation that is proposed for the property and how it will address specific conditions (i.e., replacement needs, deferred maintenance, existing building violations, required seismic upgrades, building or health code problems). Please describe any other existing rehabilitation needs that are not included in the project scope and explain their exclusion.

The rehabilitation project at 140 Maple is expected to be somewhat complicated and drawn out due to the non-permitted nature of many of the structures, and the "at risk" nature of the tenants who already reside there, some of whom are housed section 8 voucher holders and one of whom is a terminally ill cancer patient who has recently been housed after living on the streets for a number of years. The first rehabilitation activities on the property will be health and safety related and will include, but are not

limited to: "replacement" of the septic system, rotting stairs and decks and upgrades to plumbing. The new septic system will determine how many bedrooms can be supported on the property and therefore how many legal structures and residences may be maintained on the property long term. BCLT will be working closely with the County of Marin in determining what upgrades will be needed and allowed across the property and an approach will be agreed on for how the changes can be implemented. It is likely that some tenants may need to be moved off the property while improvements are made and BCLT is hoping it may be able to use the emergency housing it has submitted permits for on Mesa Rd. for this purpose. It is also possible that the housing on the property may need to be reconfigured and that the BCLT may need to relocate someone permanently before the project is completed. BCLT expects to have the housing fully rehabilitated and permitted within a few years.

Describe the accessibility of the building. Do you plan to make accessibility improvements?

None of the units on the property are wheelchair accessible and no specific plans have been made to change that at this time. That said, there is one tenant who would benefit from having her unit updated to make wheelchair use possible and this is definitely something we would consider doing if we had the funds necessary to add these accommodations.

How will the rehabilitation be staged to minimize risk and inconvenience to the residents? If certain systems or parts of residents' units will be temporarily inoperable or unusable (e.g., kitchen or bathroom) during construction, what is the estimated duration of such interruptions? What mitigations will you provide?

The initial replacement of the septic system should not inconvenience the tenant's use of their units directly as we will keep them tied into the existing, but non-permitted systems already on the property. The renovations of the bathrooms and possible other structural conditions may require tenants to be relocated temporarily for periods of a few days and there is the potential that at least one tenant may need to be relocated for a period of a month or two, but this cannot be fully assessed until the BCLT has fuller access to the property.

Describe in detail any temporary relocation of existing tenants at the site due to proposed rehab activities. Explain why relocation is needed and provide the estimated duration and number of impacted tenants. If known, identify which laws (local, state, federal) must be followed in carrying out the relocation.

The BCLT does not know what the laws of relocation are, but as our intent in purchasing the property is to keep all tenants housed, we intend to provide any and all temporary housing required. Our hope is that we may be able to utilize the emergency housing that we will be providing at another site for a few of these tenants as needed, as we have been planning for potentially more housing there than may ultimately be needed. We do have all the funding for this emergency housing and if necessary we may be able to shift some of this funding over to help the residents of 140 Maple as well.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

At this time we have all the funding needed to purchase this property and we have identified a potential loan source we can use to begin the renovations, though this is a private loan that will need to be paid back.

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

Our loan source is very likely to work out well and depending on the BMR sales of some of the BCLT's homes, the BCLT itself may have funds that it can use towards these renovations as well. That said, the BCLT is eager to deed restrict this property for residents of below 30% AMI and as such we are hopeful that we can get funds through this NOFA and other grants sources to fully cover the costs of the renovations.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

The BCLT would look at and apply to other grant sources and potential private donors.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

All items presented in the budget are estimates gleaned from a preliminary site visit by both a septic engineer, an installer and a general contractor. The septic system needed is large and including site clearing, design, permitting and installation will likely be at least \$120,000. Decks and staircases both external and internal are estimated to be roughly \$40,000 across the property. Bathrooms are being estimated to be \$10,000 a piece (four bathrooms) which is on the high side but allows for potential renovation of the size and shapes of the bathrooms being addressed. At least two of them are oddly configured and will need some redesign. An allowance has been added for at least one major appliance upgrade in each unit and for three appliances in the “main house”. Grounds and fencing will need to be rehabbed after the septic install, budgeted at \$20,000. These are the immediate health and safety budget items. But we are adding an additional \$275,000 to this budget for the more major renovations of the main house and ADU in order to meet code compliance. We are requesting \$500,000 total and will take it from either CDBG or HTF/PLHA or a combination of both.

Is your organization receiving any other Marin County funding for this project?

No

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?

BCLT has a small amount of funding still held in reserve for the pre-development of the 31 Wharf “downtown” project. We are in an active phase of completing construction drawings and expect these to be fully spent soon.










CDBG/HOME-ARP applicants only: Describe your organization’s experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?

BCLT does not have experience with the Davis Bacon prevailing wage and procurement requirements though we are well aware of them. So far each project we have funded for has benefitted from an exception that has meant we did not need to comply fully with these requirements. We are of course open to meeting any requirement that would be required of us and learning how to track these requirements competently.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: “2023-24 [Document Name] for [Organization Name]- [Project Name].”

 2023-24 - 2020 Balance shee... .xlsx	 2023-24 - 2021 Balance shee... .xlsx
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 2023-24 140 Maple Budget &...xlsx	 2023-24 140 Maple purchase... .pdf
 2023-24 2020 P&L for BCLT -...xlsx	 2023-24 2021 P&L for BCLT -...xlsx
 2023-24 BCLT Operating Bud...xlsx	 2023-24 Board of Directors R...xlsx
 2023-24 CDBG Flood map for...pdf	 2023-24 CDBG Project Budg... .xlsx
 2023-24 IRS Determination L... .pdf	

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Arianne Dar

Title of Person Completing this Application

Executive Director

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

CDBG Housing Project Budget Template

Organization Name: Bolinas Community Land Trust
Project Title: 140 Maple

Date: 3/16/23

INCOME:	Federal Grants Request	Other Funding Sources	In Kind	Total Proposed Project Income
<u>Committed</u>				
Foundations:				
MCF loan for purchase of property		\$ 800,000.00		
BCLT Homes from the Heart fund		\$ 400,000.00		
<i>(Add rows)</i>				
Government:				
<i>(Add rows)</i>				
Corporations:				
<i>(Add rows)</i>				
Individual Contributions: (list total):				
Individual Contributions which will cover closing costs.		\$ 25,000.00		
Earned Income:				
<i>(Add rows)</i>				
Other (specify):				
<i>(Add rows)</i>				
Subtotal, Committed Income		\$ 1,225,000.00	\$ -	\$ 1,225,000.00
<u>Uncommitted</u>				
Federal Grants Request	\$ 500,000.00			
Foundations:				
<i>(Add rows to list other Foundations)</i>				
Government:				
<i>(Add rows to list other Government agencies)</i>				
Corporations:				
<i>(Add rows to list other Corporations)</i>				

Individual Contributions:				
<i>(Add rows to list other Contributions)</i>				
Other (specify):				
<i>(Add rows to list others)</i>				
Subtotal, Uncommitted Income	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
Other				
Earned Income:				
<i>(Add rows)</i>				
Subtotal, Earned Income		\$ -	\$ -	\$ -
Grand Total Income	\$ 500,000.00	\$ 1,225,000.00	\$ -	\$ 1,725,000.00

EXPENSES (Add rows to list other expenses)	Federal Grants Request Year 1	Other Funding Sources	In Kind	Total Proposed Project Expenses
Direct Project Related Expenses				
Acquisition				
Purchase price		\$ 1,200,000.00		
Title/Recording/Escrow		\$ 15,000.00		
<i>(Add rows to list other direct project expenses)</i>				
Pre-development				
Architecture & engineering				
Phase 1				
Market Study				
Entitlements/Zoning				
<i>(Add rows to list other direct project expenses)</i>				
General Development				
Septic system	\$ 120,000.00			
Bathrooms	\$ 40,000.00			
Appliances	\$ 5,000.00			
Decks and staircases	\$ 40,000.00			
Grounds and fencing	\$ 20,000.00			
Major renovations of the main house & ADU	\$ 275,000.00			
<i>(Add rows to list other specific project expenses)</i>				
Subtotal, Direct Project Related Expenses	\$ 500,000.00	\$ 1,215,000.00	\$ -	\$ 1,715,000.00
Developer Fee (specify % in column A below)				
0.00%				\$ -
Fiscal Sponsorship Fee (specify % in column A below)				
0.00%				\$ -
Grand Total All Expenses				\$ 1,715,000.00

Bolinas Community Land Trust 2022 Organizational Operating Budget
Mid-Year Revision

REVENUE AND SUPPORT **2022**

Donations & Grants \$400,000.00
Transfer from Project Revenue \$72,000.00

TOTAL REVENUE & SUPPORT **\$472,000.00**

EXPENSES

OFFICE & ADMINISTRATION:

Insurance \$21,189.88
Postage and Shipping \$597.47
CompSup/Softwre/Internet \$6,348.48
Office Supplies \$3,398.51
Dues and Subscriptions \$1,407.38
Education & Training \$367.20
Legal Advice \$12,555.12
Miscellaneous \$9,866.58
Subtotal Office & Administration **\$55,730.61**

FINANCES & ACCOUNTING:

Accounting \$14,144.34
Taxes/License/Permits/Fees \$16,093.91
Bank Charges & Misc Fees \$889.33
Payroll \$310,477.41
Subtotal Finances & Accounting **\$341,604.99**

PUBLIC RELATIONS/MEDIA

Development PR \$7,000.00
Fundraising \$10,000.00
Planning Consultants \$6,000.00
Subtotal Public Relations **\$23,000.00**

TOTAL EXPENSES **\$420,335.60**

NET INCOME (DEFICIT) **\$51,664.40**

Bolinas Community Land Trust, Inc.

Profit & Loss

January through December 2020

Jan - Dec 20

Ordinary Income/Expense

Income

REVENUE & SUPPORT

4000 Contributions and Grants

4001 Individual	1,298,515.60
4010 Government	599,700.19
4020 Business	6,496.40
4030 Foundation	480,754.85
4040 Internet Contributions	2,094.21
4099 Passthrough acct	0.00

Total 4000 Contributions and Grants 2,387,561.25

4100 Gas Station Sales 358,139.19

4200 Rental Income 331,485.35

4500 Annual Events 2,300.00

4600 Logo Sales 341.00

4650 Membership 310.00

4700 Investment Inc/Loss 118.03

4750 Management income 37,590.51

4800 Interest Income 612.52

Total REVENUE & SUPPORT 3,118,457.85

Total Income 3,118,457.85

Cost of Goods Sold

COST OF GOODS SOLD

5001 Gas Station

5005 Fuel

5006 Diesel	5,540.30
5007 Regular	118,918.34
5008 Premium	37,110.75
5009 Credit/Debit Inventory	-3,197.26

Total 5005 Fuel 158,372.13

5100 Taxes Permits and Fees

5110 Sales TAX

5111 Prepaid Sales Tax	4,512.90
5112 Sales Tax Payments	16,729.00
5113 Sales Tax Rebates	-4,452.77

Total 5110 Sales TAX 16,789.13

5120 Gas Tax State/Federal 47,821.78

5130 Misc gas/diesel fees 815.09

5140 Merchant Fees 8,967.94

5150 Equipment Permts & Fees 5,272.80

Total 5100 Taxes Permits and Fees 79,666.74

5200 Oil and Miscellaneous 146.94

5300 Batteries 1,207.54

5400 Equipment R & M 1,000.00

Total 5001 Gas Station 240,393.35

Bolinas Community Land Trust, Inc.

Profit & Loss

January through December 2020

	<u>Jan - Dec 20</u>
5500 Logo Sales COG	
5530 Sweat Shirts	477.36
5540 T Shirts	281.00
Total 5500 Logo Sales COG	758.36
Total COST OF GOODS SOLD	241,151.71
Total COGS	241,151.71
Gross Profit	2,877,306.14
Expense	
EXPENSES	
6001 Gas Station Operational	
6002 Equipment less than 2500	95.33
6003 Gas Station Rent	18,000.00
6004 Misc Expense	1,547.24
6005 Repair and Maintenance	-393.59
Total 6001 Gas Station Operational	19,248.98
6010 Bank Charges	486.79
6015 CompSup/Software/internet	3,398.64
6018 Development PR	308.25
6020 Dues and Subscriptions	1,163.62
6022 Education	877.08
6024 Equipment / Appliances	3,773.87
6025 Fundraising	17,798.25
6027 Property Management Fees	31,290.51
6030 Merchant Fees	758.09
6035 Miscellaneous Expense	2,527.52
6040 Office Supplies	4,585.26
6050 Outside Services	5,052.92
6060 Postage and Shipping	1,958.59
6065 Rent	21,078.24
6070 Repair and Maintenance	
6071 Repair and Maintenance	-815.42
6070 Repair and Maintenance - Other	96,929.24
Total 6070 Repair and Maintenance	96,113.82
6075 Tools	466.49
6080 Transportation	354.41
6100 Payroll Expenses	
6110 Payroll Subscription&Fees	712.00
6120 Workers Compensation	4,269.48
6130 Wages	213,315.03
6140 Employer Payroll Taxes	18,335.54
6100 Payroll Expenses - Other	0.00
Total 6100 Payroll Expenses	236,632.05
6200 Insurance	
6210 General Liab. & Property	30,467.54
6220 Directors & Officers	4,322.00

Bolinas Community Land Trust, Inc.
Profit & Loss
January through December 2020

	<u>Jan - Dec 20</u>
6230 Excess Liability	1,225.93
6240 Flood Insurance	3,931.25
6200 Insurance - Other	<u>1,609.67</u>
Total 6200 Insurance	41,556.39
6300 Interest	
6309 6 Wharf Mortgage	29,492.49
6310 430 Aspen Mortgage	3,333.32
6311 3755 Mort. Interest	33,234.00
6315 RCAC Gas Station Loan	<u>9,177.23</u>
Total 6300 Interest	75,237.04
6400 Professional Services	
6410 Legal	10,830.07
6420 Planning	9,343.75
6430 Accounting	<u>9,603.00</u>
Total 6400 Professional Services	29,776.82
6500 TaxesLicensesPermitsFees	
6510 State Tax	160.00
6520 Business License	364.00
6530 Permits and Fees	22.00
6540 Property Tax	<u>57,832.51</u>
Total 6500 TaxesLicensesPermitsFees	58,378.51
6600 Utilitlies	
6610 Electricity	16,370.49
6620 Garbage Service	7,035.04
6630 Propane	5,831.53
6640 Telephone	7,082.00
6650 Trash Removal	394.55
6660 Water	<u>7,796.12</u>
Total 6600 Utilitlies	44,509.73
6700 Relief Fund Grants	
6701 Individual General relief	62,168.00
6702 Rental / mortgage assist.	221,880.00
6703 Rental assist for business	24,576.00
6705 Testing expense	325,539.17
6706 Waterhouse fire assstanc	<u>1,200.00</u>
Total 6700 Relief Fund Grants	635,363.17
Total EXPENSES	<u>1,332,695.04</u>
Total Expense	1,332,695.04
Net Ordinary Income	1,544,611.10
Other Income/Expense	
Other Expense	
9500 Other Expense	
9505 Depreciation Expense	157,872.00
9510 Finance Fees	9,250.00
9515 Interest Expense	2.50

Bolinas Community Land Trust, Inc.

Profit & Loss

January through December 2020

	Jan - Dec 20
9520 Filing Penalties	36.30
9525 Prior Year Payroll Expense	120.98
Total 9500 Other Expense	<u>167,281.78</u>
Total Other Expense	<u>167,281.78</u>
Net Other Income	<u>-167,281.78</u>
Net Income	<u><u>1,377,329.32</u></u>

Bolinas Community Land Trust, Inc.

Profit & Loss

January through December 2021

Jan - Dec 21

Ordinary Income/Expense

Income

REVENUE & SUPPORT

4000 Contributions and Grants

4001 Individual	329,546.14
4010 Government	224,915.70
4020 Business	7,525.00
4030 Foundation	137,480.20
4040 Internet Contributions	10,483.47

Total 4000 Contributions and Grants 709,950.51

4100 Gas Station Sales 437,212.42

4200 Rental Income 355,733.50

4600 Logo Sales 463.79

4650 Membership 70.00

4660 Stripe Surfers Membership 2,892.79

4700 Investment Inc/Loss 2,606.29

4750 Management income 1,500.00

4800 Interest Income 444.51

Total REVENUE & SUPPORT 1,510,873.81

Total Income 1,510,873.81

Cost of Goods Sold

COST OF GOODS SOLD

5001 Gas Station

5005 Fuel

5006 Diesel	11,280.51
5007 Regular	172,092.20
5008 Premium	59,512.31
5009 Credit/Debit Inventory	-3,691.01

Total 5005 Fuel 239,194.01

5100 Taxes Permits and Fees

5110 Sales TAX

5111 Prepaid Sales Tax	5,590.20
5112 Sales Tax Payments	14,447.24
5113 Sales Tax Rebates	-1,867.07

Total 5110 Sales TAX 18,170.37

5120 Gas Tax State/Federal 50,215.19

5130 Misc gas/diesel fees 1,407.42

5140 Merchant Fees 10,769.98

5150 Equipment Permts & Fees 5,369.80

Total 5100 Taxes Permits and Fees 85,932.76

5300 Batteries 932.98

5400 Equipment R & M 2,581.90

Total 5001 Gas Station 328,641.65

5500 Logo Sales COG

5540 T Shirts 117.00

Bolinas Community Land Trust, Inc.

Profit & Loss

January through December 2021

	<u>Jan - Dec 21</u>
Total 5500 Logo Sales COG	117.00
Total COST OF GOODS SOLD	328,758.65
Total COGS	328,758.65
Gross Profit	1,182,115.16
Expense	
EXPENSES	
6001 Gas Station Operational	
6002 Equipment less than 2500	180.98
6003 Gas Station Rent	15,000.00
6004 Misc Expense	3,524.08
6005 Repair and Maintenance	2,554.17
6009 Damages from Storm	25,131.95
Total 6001 Gas Station Operational	46,391.18
6010 Bank Charges	892.69
6015 CompSup/Software/internet	6,224.00
6018 Development PR	6,996.99
6020 Dues and Subscriptions	1,379.78
6022 Education	360.00
6024 Equipment / Appliances	5,630.79
6025 Fundraising	8,066.93
6027 Property Management Fees	400.00
6030 Merchant Fees	32.74
6035 Miscellaneous Expense	6,240.38
6040 Office Supplies	3,331.87
6060 Postage and Shipping	655.75
6065 Rent	21,128.00
6070 Repair and Maintenance	
6071 Repair and Maintenance	7,599.59
6072 Outside Services	15,988.95
Total 6070 Repair and Maintenance	23,588.54
6075 Tools	560.44
6080 Transportation	1,270.99
6100 Payroll Expenses	
6110 Payroll Subscription&Fees	856.50
6120 Workers Compensation	6,749.14
6130 Wages	273,628.39
6140 Employer Payroll Taxes	23,133.38
6100 Payroll Expenses - Other	0.00
Total 6100 Payroll Expenses	304,367.41
6200 Insurance	
6210 General Liab. & Property	44,686.21
6220 Directors & Officers	4,322.00
6240 Flood Insurance	3,931.25
6250 Construction Insurance	1,730.00
Total 6200 Insurance	54,669.46

Bolinas Community Land Trust, Inc.

Profit & Loss

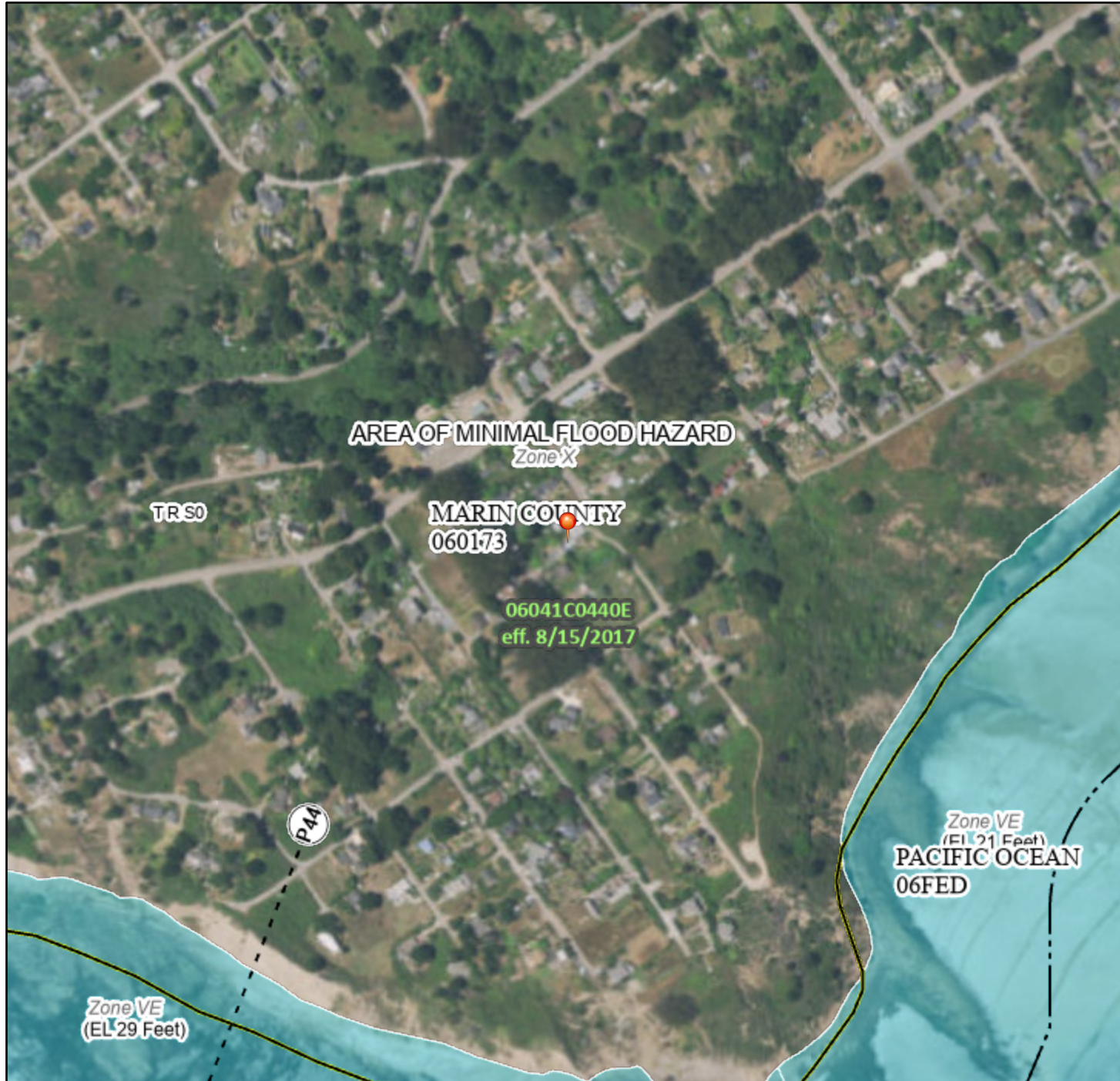
January through December 2021

	<u>Jan - Dec 21</u>
6300 Interest	
6309 6 Wharf Mortgage	28,899.19
6310 430 Aspen Mortgage	13,571.35
6311 3755 Mort. Interest	45,585.57
6315 RCAC Gas Station Loan	8,319.82
6316 Overlook/Aspen Constructi	12,187.53
6300 Interest - Other	0.00
Total 6300 Interest	<u>108,563.46</u>
6400 Professional Services	
6410 Legal	9,939.50
6420 Planning	4,025.00
6430 Accounting	13,867.00
Total 6400 Professional Services	<u>27,831.50</u>
6500 TaxesLicensesPermitsFees	
6520 Business License	394.00
6530 Permits and Fees	655.00
6540 Property Tax	14,682.38
Total 6500 TaxesLicensesPermitsFees	<u>15,731.38</u>
6600 Utilitlies	
6610 Electricity	19,537.76
6620 Garbage Service	6,738.33
6630 Propane	4,569.21
6640 Telephone	9,421.51
6650 Trash Removal	123.50
6660 Water	6,569.36
6670 Sewer Service	1,453.00
Total 6600 Utilitlies	<u>48,412.67</u>
Total EXPENSES	<u>692,726.95</u>
Total Expense	<u>692,726.95</u>
Net Ordinary Income	489,388.21
Other Income/Expense	
Other Expense	
9500 Other Expense	
9510 Finance Fees	11,312.80
9515 Interest Expense	577.30
9520 Filing Penalties	5.35
9525 Prior Year Payroll Expense	-2,733.84
Total 9500 Other Expense	<u>9,161.61</u>
Total Other Expense	<u>9,161.61</u>
Net Other Income	-9,161.61
Net Income	<u><u>480,226.60</u></u>

National Flood Hazard Layer FIRMMette



122°42'30"W 37°54'8"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
MAP PANELS		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/16/2023 at 6:02 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

BCLT Board of Directors Roster 2023							
Full Name	Position	Email	Physical Address	Term Exp.	Mailing Address (if different)	City, State, Zip	Phone
Jeff Clapp	Treasurer	clappjef@gmail.com	215 Juniper Road	2023	P.O.Box 305	Bolinas, CA 94924	(510) 332-3532
Karen Dibblee	President	kmdibblee@gmail.com	385 Cedar Road	2024	P.O.Box 365	Bolinas, CA 94924	(415) 244-8830
Howard Dillon	Secretary	marinmax2278@gmail.com	285 Cherry Rd	2024	P.O.Box 262	Bolinas, CA 94924	(415) 868-2144
April Ginsberg	Director	aprilginsberg70@gmail.com	430 Aspen Rd	2024	PO Box 94	Bolinas, CA 94924	(415) 384-1165
Liza "Indigo" Molina	Director	indigomolina@gmail.com	52 Mesa Rd.	2023	PO Box 71	Bolinas, CA 94924	(415) 747-1074
Jamie Robertson	Director	jamiedsc@gmail.com	5 Terrace Ave	2024	PO Box 898	Bolinas, CA 94924	(650) 690-0345
Christopher Weare	Director	chris@homelessinquiries.org		2024	PO Box 61	Bolinas, CA 94924	213-280-5331

Internal Revenue Service
District Director

Department of the Treasury

Date: 06 MAR 1984

Employer Identification Number:
68-0007197
Accounting Period Ending:
July 31
Foundation Status Classification:
509(a)(1)-170(b)(1)(A)(vi)
Advance Ruling Period Ends:
July 31, 1988
Person to Contact:
Desk Officer
Contact Telephone Number:
(415)556-5353

▷ Bolinas Community Land Trust Inc.
270 Elm P.O. Box 805
Bolinas, CA 94924

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1)-170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section *170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section *170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section *170(b)(1)(A)(vi) organization. 509(a)(1) and*

P.O. Box 36040, San Francisco, Calif. 94102

(over)

Letter 1045(DO) (6-77)

BOLLINAS Cr

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Michael San

District Director

SEE ATTACHED.

STANDARD RESIDENTIAL PURCHASE AGREEMENT

DEFINITIONS

BROKER includes cooperating broker and all sales persons. DAYS means calendar days, midnight to midnight, unless otherwise specified. BUSINESS DAY excludes Saturdays, Sundays and legal holidays. DATE OF ACCEPTANCE means the date Seller accepts the offer or the Buyer accepts the counter offer, and the written acceptance is put in the course of transmission to the other party. This rule also applies to the removal of contingencies. DELIVERED means personally delivered, transmitted electronically in accordance with applicable laws, by a nationally recognized overnight courier, or by first class mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if electronically at the time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. DATE OF CLOSING means the date title is transferred. TERMINATING THE AGREEMENT means that both parties are relieved of their obligations and all deposits will be returned to Buyer. PROPERTY means the real property and any personal property included in the sale.

AGENCY RELATIONSHIP CONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election:

LISTING AGENT: NONE is the agent of (check one): (Print Firm Name)

[X] the Seller exclusively; or [] both the Buyer and the Seller.

SELLING AGENT: NONE (if not the same as the Listing Agent) is the agent of (check one): (Print Firm Name)

[X] the Buyer exclusively; or [] the Seller exclusively; or [] both the Buyer and the Seller.

Note: This confirmation DOES NOT take the place of the AGENCY DISCLOSURE form (PP Form 110.42 CAL) required by law. Buyer and Seller acknowledge that Brokers, particularly those with large offices and/or many licensees, may represent more than one buyer or seller in a transaction as part of everyday practices. Further information may be found in Addendum PP Form 100-MB.

BOLINAS COMMUNITY LAND TRUST, Inc. a California Corporation, (BCLT) hereinafter designated as BUYER, offers to purchase the real property commonly known as 140 Maple Road (Marin County APN 191-142-17), Bolinas, California 94924 (Street Address) (City/State/Zip)

FOR THE PURCHASE PRICE OF \$ 1,200,000.00 (one million two hundred thousand dollars) on the following terms and conditions:

[] Buyer does [X] Buyer does not intend to occupy the property as his or her residence.

1. FINANCING TERMS AND LOAN PROVISIONS. (Buyer represents that the funds required for the initial deposit, additional deposit, cash balance and closing costs are readily available.)

A. \$ 36,000 DEPOSIT evidenced by [] check, or [] EFT, or [] other: [X] shall be deposited into escrow by Buyer (or) [] has been given to Agent submitting this offer (or) [] has been given to [] and shall be held uncashed until acceptance and not later than three (3) business days thereafter deposited toward the purchase price with [X] Escrow Holder Retie Brown, Old Republic Title Company or []

B. \$ 364,000 ADDITIONAL CASH DEPOSIT to be placed in escrow [] within ___ days after acceptance, [X] upon receipt of Loan Commitment per Item 2, [] Other: [] Buyer agrees to sign a separate Liquidated Damages provision (PP Form 101-X) when deposit is increased if Buyer and Seller have initialed agreement to Liquidated Damages per paragraph 31.

C. \$ BALANCE OF CASH PAYMENT needed to close, not including closing costs.

D. \$ 800,000 NEW FIRST LOAN: [] CONVENTIONAL, [] FHA, [] VA, [X] Other financing acceptable to Buyer: [] FIXED RATE: For ___ years, interest not to exceed ___%, payable at approximately \$ ___ per month (principal and interest only), with the balance due in not less than ___ years. [] ARM: For ___ years, initial interest rate not to exceed ___%, with initial monthly payments of \$ ___ and maximum lifetime rate not to exceed ___%. [] Buyer will pay loan fee or points not to exceed ___. [] Loan is contingent upon Lender appraising the property at no less than the purchase price. The appraiser will be suitably experienced in the geographic location of the property. [] If FHA or VA, Seller will pay ___% discount points. Seller will also pay other fees and costs, as required by FHA or VA, not to exceed \$ ___.

E. \$ EXISTING FINANCING: [] ASSUMPTION OF, [] SUBJECT TO existing loan of record described as follows: []

F. \$ SELLER FINANCING: [] FIRST LOAN, [] SECOND LOAN, [] THIRD LOAN, secured by the property. [] Seller Financing Addendum, PP Form 131.1-3 CAL, is attached and made a part of this Agreement.

G. \$ OTHER FINANCING TERMS: []

H. \$ 1,200,000.00 TOTAL PURCHASE PRICE (not including closing costs).

Buyer [AD] [] and Seller [JD] [EM] have read this page.

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2. LOAN APPROVAL. (Please check one of the following):

- A. **CONTRACT IS NOT CONTINGENT** upon Buyer obtaining a loan. If Buyer intends to pay all cash, Buyer will provide verification of sufficient funds within _____ days after acceptance. This offer is (OR) is NOT contingent upon a written appraisal of the property at no less than the purchase price within _____ days after acceptance.
- B. **CONTRACT IS CONTINGENT** upon Buyer's ability to obtain commitment for new financing, as set forth above, from a lender or mortgage broker of Buyer's choice, and/or consent to assumption of existing financing provided for in this Agreement, **within 130 days after acceptance.** Buyer will in good faith use his or her best efforts to qualify for and obtain the financing and will complete and submit a loan application **within five (5) days after acceptance.** Buyer will, will not provide a preapproval letter from lender or mortgage broker based on Buyer's application and credit report **within 10 days after acceptance** or a preapproval letter is attached. In the event a loan commitment or consent is obtained but not timely honored without fault of Buyer, Buyer may terminate this Agreement.
- C. **BUYER CREDITS** In the event Seller has agreed to credit funds to Buyer at closing which exceed that allowed by lender, the amount shall be reduced to the maximum allowed by lender, without an offset in purchase price or further credit to Buyer.

3. BONDS AND ASSESSMENTS. All bonds and assessments which are part of or paid with the property tax bill will be assumed by the Buyer. In the event there are other bonds or assessments which have an outstanding principal balance and are a lien upon the property, including where applicable any Mello-Roos liens and CA State Fire fees, the current installment will be prorated between Buyer and Seller as of the date of closing. Future installments will be assumed by Buyer WITHOUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS:

This Agreement is conditioned upon both parties verifying and approving in writing the amount of any bond or assessment to be assumed or paid **within ten (10) days after receipt** of the preliminary title report or property tax bill, whichever is later. In the event of disapproval, the disapproving party may terminate this Agreement.

4. PROPERTY TAX. **Within three (3) days after acceptance,** Seller will deliver to Buyer for his or her approval a copy of the latest property tax bill. Buyer is advised that: (a) the property will be reassessed upon change of ownership which may result in a tax increase; and (b) the tax bill may not include certain exempt items such as school taxes on property owned by seniors. Buyer should make further inquiry at the assessor's office. **Within five (5) days after receipt** of the tax bill, Buyer will in writing approve or disapprove the tax bill. In the event of disapproval, Buyer may terminate this Agreement.

5. EXISTING LOANS. Seller will, **within three (3) days after acceptance,** provide Buyer with copies of all notes and deeds of trust to be assumed or taken subject to. **Within five (5) days after receipt** Buyer will notify Seller in writing of his or her approval or disapproval of the terms of the documents. Approval will not be unreasonably withheld. **Within three (3) days after acceptance,** Seller will submit a written request for a current Statement of Condition on the above loan(s). Seller warrants that all loans will be current at close of escrow. Seller will pay any prepayment charge imposed on any existing loan paid off at close of escrow. Buyer will pay the prepayment charge on any loan which is to remain a lien upon the property after close of escrow. The parties are encouraged to consult his or her lender regarding prepayment provisions and any due on sale clauses.

6. DESTRUCTION OF IMPROVEMENTS. If the improvements of the property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to close of escrow, Buyer may terminate this Agreement by written notice delivered to Seller or his or her Broker, and all unused deposits will be returned. In the event Buyer does not elect to terminate this Agreement, Buyer will be entitled to receive, in addition to the property, any insurance proceeds payable on account of the damage or destruction.

7. EXAMINATION OF TITLE. In addition to any encumbrances assumed or taken "subject to," Seller will convey title to the property subject only to: [1] real estate taxes not yet due; and [2] covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property. **Within three (3) days after acceptance,** Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. **Within five (5) days after receipt,** Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense **before close of escrow.** If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will notify Buyer **within ten (10) days after receipt** of said objections. In that event Buyer may terminate this Agreement.

8. EVIDENCE OF TITLE will be in the form of a policy of title insurance, issued by Old Republic Title Company paid by Buyer, Seller, Other _____ . **NOTE:** In addition to coverage under a standard CLTA policy, the ALTA Owner's Policy, or CLTA Homeowner's Policy of Title Insurance may offer additional coverage for a number of unrecorded matters. Buyer should discuss the type of policy with the title company of their choice at the time escrow is opened. In the event a lender requires an ALTA lender's policy of title insurance, Buyer, Seller will pay the premium.

9. PRORATIONS. Rents, real estate taxes, interest, payments on bonds and assessments assumed by Buyer, and homeowners association fees will be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits will be credited to Buyer.

10. CLOSING. Full purchase price to be paid and deed to be recorded on or before May 15, 2023, **OR** within _____ **days of acceptance.** Both parties will deposit with an authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms of this Agreement. Where customary, signed escrow instructions will be delivered to escrow holder **within _____ days of acceptance.** Escrow fee (including any cancellation fee) to be paid by Buyer. County/City transfer tax(es), if any, to be paid by Seller. Homeowner association transfer fee to be paid by _____. Unless the transaction is exempt, the escrow holder is instructed to remit the required tax withholding amount to the Franchise Tax Board from the Seller's proceeds of sale.

THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

Buyer [Signature] and Seller [Signature] [Signature] have read this page.

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11. **PHYSICAL POSSESSION.** Physical possession of the property, with keys to all property locks, alarms, and garage door openers, will be delivered to Buyer (check one):

- On the date of recordation of the deed, not later than 5:00 a.m., p.m.;
- On the _____ day after recordation, not later than _____ a.m., p.m.;

In the event possession is to be delivered **before or after recordation**, such possession is conditioned upon the execution by both parties of a written occupancy agreement (PP Form 103 CAL, or PP Form 104 CAL), **within _____ days after acceptance.**

12. **FIXTURES.** All items permanently attached to the property, including light fixtures and bulbs, attached floor coverings, all attached window coverings, including window hardware, window and door screens, storm sash, combination doors, awnings, TV satellite dishes, burglar, fire, smoke and security alarms (unless leased), pool and spa equipment, water conditioners/purifiers, internet cable connections (excluding electronic devices), solar systems, attached fireplace screens, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), are included in the purchase price free of liens, EXCLUDING: brackets for TV screens and bookcases/furniture attached to walls for purpose of earthquake safety, (Seller agrees to patch holes left by such removal) and: _____

13. **CONDITION OF PROPERTY.** Seller agrees that upon delivery of possession to the Buyer: (a) all built-in appliances included in the sale, and the electrical, plumbing (excluding irrigation systems), heating and cooling systems will be in working order and free of leaks; (b) the roof will be free of leaks; (c) all broken or cracked glass, including mirrors and shower/tub enclosures and broken seals between double-pane windows, will be replaced; (d) and existing window and door screens that are damaged will be repaired. **Unless specifically excluded, all of the above are the obligation of the Seller regardless of any disclosures made or conditions discovered by the parties or their agents.** The following items are specifically excluded from the above:

All items are excluded as property is sold as is, See Addendum # 1

Seller's obligations under this provision are not intended to create a duty to repair an item that may fail after possession is delivered. Buyer and Seller acknowledge that Broker is not responsible for any alleged breach of these covenants.

14. **INSPECTIONS OF PROPERTY AND AVAILABILITY OF INSURANCE.** Buyer will have the right to retain, at his or her expense, licensed experts including but not limited to engineers, geologists, architects, contractors, surveyors, arborists, and structural pest control operators to inspect the property for any structural and nonstructural conditions, including matters concerning roofing, electrical, plumbing, heating, cooling, appliances, well, septic system, pool, boundaries, geological and environmental hazards, toxic substances including asbestos, mold, formaldehyde, radon gas, and lead-based paint. Buyer shall have the right to obtain estimates for fire, earthquake, and flood insurance. Buyer, if requested by Seller in writing, will promptly furnish, at no cost to Seller, copies of all written inspection reports obtained. Seller agrees to give Buyer copies of any inspections or reports currently available. Buyer will approve or disapprove in writing all inspection reports and estimates **obtained within fifteen (15) (or 90) days after acceptance.** In the event of Buyer's disapproval of inspection reports, costs, or discovery of other material facts affecting the value or desirability of the property, Buyer may, within the time stated or mutually agreed upon extension, elect to terminate this Agreement. See Addendum #1

15. **ACCESS TO PROPERTY.** Seller agrees to provide reasonable access to the property to Buyer and inspectors, appraisers, and all other professionals representing Buyer. Seller agrees to have utilities turned on if necessary for inspections and access.

16. **MAINTENANCE.** Until possession is delivered, Seller will maintain all structures, landscaping, grounds, and pool in the same general condition as of the date of acceptance or physical inspection, whichever is later. Seller agrees to deliver the property in a neat and clean condition with all debris and personal belongings removed from house, garage, yard, and premises.

17. **INCLUDED APPLIANCES AND PERSONAL PROPERTY.** The following items, on the premises when inspected by Buyer, will be included in the purchase price and transferred to Buyer free of liens with any personal property identified by a Bill of Sale **at close of escrow.** stove refrigerator freezer washer dryer microwave other: _____

Unless itemized here, personal property is not included in the sale. Except for any built-in appliances, no warranty is made as to the condition of the items in this paragraph.

18. **TRANSFER DISCLOSURE STATEMENT (TDS).** Unless exempt, Seller will comply with Civil Code §1102 by providing Buyer with a completed Real Estate Transfer Disclosure Statement (P.P. Form 110.21-23 CAL). The completed statement will consist of disclosure by Seller, Listing Agent, and Selling Agent.

- Buyer has received and read the completed TDS.
- Seller will provide to Buyer the completed TDS **within 60 days after acceptance.**

Buyer and Seller agree that any new reports or other disclosure documents received by Buyer after receipt of the TDS are automatically deemed an amendment to the TDS. If any disclosure or a material amendment of any disclosure is delivered to the Buyer after the execution of an offer to purchase, Buyer will have **three (3) days** after delivery in person or **five (5) days** after deposit in the mail to terminate his or her offer by delivery of a written notice of termination to Seller or Seller's Agent. Seller agrees to hold all Brokers in the transaction harmless and to defend and indemnify them from any claim, demand, action or proceedings resulting from any omission or alleged omission by Seller in his or her Real Estate Transfer Disclosure Statement or supplement.

19. **STATUTORY DISCLOSURE DOCUMENTS.** Within 60 days after acceptance, or earlier if required by law, Seller (unless exempt) will provide the following or comparable statutory disclosures to Buyer:

- PP FORM 110.27 CAL, NATURAL HAZARD DISCL (OR) 3RD PARTY NATURAL HAZARD REPORT BY JCP _____
- PP FORM 110.74, LEAD-BASED PAINT DISCLOSURE (for dwellings constructed prior to 1978 - must be delivered prior to acceptance.)
- PP FORM 110.81 CAL, SMOKE DETECTOR/WATER HEATER CERT. HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY AND ENVIRONMENTAL HAZARDS BOOKLET inc. Residential Earthquake Hazard Report (for homes built prior to 1960) and home energy rating info.
- PP FORM 101-V NON-FOREIGN SELLER'S AFFIDAVIT inc. CALIFORNIA WITHHOLDING AFFIDAVIT

Buyer AD and Seller JD EM have read this page.

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20. SUPPLEMENTARY DISCLOSURE DOCUMENTS. Within 60 days after acceptance, Seller will provide the following additional documents for Buyer's acknowledgement of receipt:

- PP FORM 110.2021 CAL, FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY AND DISCLOSURE
- PP FORM 110.31-33 CAL, SUPPLEMENT TO TDS PP FORM 110.35-36 CAL, COMMON INTEREST DISCLOSURE
- PP FORM 110.72, ADDENDUM-SEPTIC SYSTEMS PP FORM 110.90-92 CAL, STANDARD DISCLOSURES AND DISCLAIMERS
- PP FORM 110.80 CAL, NOTICE RE SUPPLEMENTAL TAX BILL OTHER _____

21. WALK-THROUGH INSPECTION. Buyer will have the right to conduct a walk-through inspection of the property within 5 days prior to close of escrow, to verify Seller's compliance with the provisions under Item 12, FIXTURES, Item 13, CONDITION OF PROPERTY, Item 16, MAINTENANCE, and Item 17, PERSONAL PROPERTY. This right is not a condition of this Agreement, and Buyer's sole remedy for an alleged breach of these items is a claim for damages. Utilities are to remain turned on until transfer of possession.

22. COMPLIANCE WITH LOCAL LAWS AND RETROFIT ITEMS.

It is understood that if Seller has given notice that necessary permits or final approvals were not obtained for some improvements, Seller will not be responsible for bringing the improvements into compliance unless otherwise agreed. Such non-permitted work may cause issues for Buyer after closing. See Disclosure FORM 110.21-23

23. OPTIONAL PROVISIONS. The provisions in this Item 23, IF INITIALED BY BUYER are included in this Agreement.

23-A. [] [] TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY). In the event that Seller wishes to enter into a tax deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to complete the exchange; provided that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any property other than the property described in this Agreement. It is understood that a party's rights and obligations under this Agreement may be assigned to a third party intermediary to facilitate the exchange. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.

23-B. [] [] HOME PROTECTION CONTRACT, paid for by Buyer, Seller, will become effective upon close of escrow for not less than one year at a cost not to exceed \$ _____. The Brokers have informed both parties that such protection programs are available, but do not approve or endorse any particular program. Unless this provision is initiated, Buyer understands that such a protection plan is waived. Buyer may purchase such a plan at a later date if desired.

23-C. [] [] COMMON INTEREST DEVELOPMENT DISCLOSURE. Within ten (10) days after acceptance, Seller, at his or her expense, agrees to provide to Buyer the management documents and other information required by California Civil Code §1368. Within five (5) days after receipt, Buyer will notify Seller in writing of approval or disapproval of the documents and information. In case of disapproval, Buyer may terminate this Agreement. Seller agrees to pay the cost of any fees required to obtain the documents. Any delinquent assessments including penalties, attorney's fees, and other charges that are or could become a lien on the property will be credited to Buyer at close of escrow.

23-D. [] [] PROBATE/CONSERVATORSHIP SALE. Pursuant to the California Probate Code, this sale is subject to court approval at which time the court may allow open competitive bidding. An "AS IS" Addendum (PP Form 101-AI) is, is not attached and made a part of this Agreement.

23-E. [] [] RENTAL PROPERTY. If checked , property will be vacated no less than five (5) (or _____) days prior to close of escrow. If not checked, Buyer to take property subject to rights of parties in possession on leases or month-to-month tenancies. Within five (5) days after acceptance, Seller will deliver to Buyer for his or her approval copies of the following documents: (a) existing leases and rental agreements with tenants estoppel certificates; (b) any outstanding notices sent to tenants; (c) a written statement of all oral agreements with tenants; (d) existing defaults by Seller or tenants; (e) claims made by or to tenants; (f) a statement of all tenants deposits held by Seller; (g) a complete statement of rental income and expenses; (h) and any service and equipment rental contracts with respect to the property which run beyond close of escrow. Seller warrants all of this documentation to be true and complete. Within five (5) days after receipt of documents, Buyer will notify Seller in writing of approval or disapproval of the documents. In case of disapproval, Buyer may terminate this Agreement. During the escrow period Seller agrees that no changes in the existing leases or rental agreements will be made, nor new leases or rental agreements longer than month to month entered into, nor will any substantial alterations or repairs be made or undertaken without the written consent of the Buyer. Security deposits, advance rentals, or considerations involving future lease credits will be credited to Buyer in escrow.

Buyer AD and Seller JD EM have read this page.

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23-F. [] [] RENT CONTROL ORDINANCE. Buyer is aware that a local ordinance is in effect which regulates the rights and obligations of property owners. It may also affect the manner in which future rents can be adjusted, and the Seller's ability to deliver the property vacant. Buyer agrees to fully investigate these regulations and restrictions prior to closing.

24. CONTINGENT ON SALE. (Please check one of the following):

A. CONTRACT IS NOT CONTINGENT upon the sale or close of any property owned by Buyer.

B. CONTRACT IS CONTINGENT upon the closing of escrow on Buyer's Property at _____ concerning which all contingencies have, have not been satisfied. If Buyer's Property escrow is terminated, abandoned, or does not close on or before _____, this Agreement will terminate without further notice unless the parties agree otherwise in writing.

C. CONTRACT IS CONTINGENT on Buyer accepting an offer for his or her property at _____ within _____ days after acceptance of this Agreement, and that sale closing on or before _____. Seller has the right to continue to offer the property for sale. When Buyer has accepted an offer on the sale of Buyer's property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's purchase agreement is subject to the sale of another property, it does not qualify without the written consent of Seller. Upon delivering notice of a qualified sale, this Agreement will still be contingent on Buyer's property closing as specified in this Item 24-C. If Buyer's escrow is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing.

If Seller accepts a bonafide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller may give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and close of his or her property, or this Agreement will terminate without further notice. In order to be effective, Buyer's waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any property.

25. DEFAULT. In the event Buyer defaults in the performance of this Agreement (unless Buyer and Seller have agreed to liquidated damages), Seller may, subject to any rights of Broker, retain Buyer's deposit to the extent of damages sustained and may take such actions as he or she deems appropriate to collect such additional damages as may have been actually sustained. Buyer will have the right to take action to recover such portion of the deposit as may be allowed by law. In the event that Buyer defaults (unless Buyer and Seller have agreed to liquidated damages) Buyer agrees to pay the Broker(s) any commission that would be payable by Seller in the absence of such default.

26. ATTORNEY FEES. In any action, arbitration, or other proceeding involving a dispute between Buyer and Seller arising out of the execution of this Agreement or the sale, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

27. EXPIRATION OF OFFER. This Offer will expire unless acceptance is delivered to Buyer or to _____ (Buyer's Broker) on or before (date) January 20, 2022 (time) 5:00 a.m. p.m.

28. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.

29. CONDITIONS SATISFIED/WAIVED IN WRITING. Each condition or contingency, covenant, approval or disapproval will be satisfied according to its terms or waived by written notice delivered to the other party or his or her Broker.

30. TIME. Time is of the essence of this Agreement; provided, however, that if either party fails to comply with any contingency in this Agreement within the time limit specified, this Agreement will not terminate until the other party delivers written notice to the defaulting party requiring compliance within 24 hours after receipt of notice. If the party receiving the notice fails to comply within the 24 hours, the non-defaulting party may terminate this Agreement without further notice. It is understood that neither the making of deposits nor the close of escrow is a contingency.

31. LIQUIDATED DAMAGES. By initialing in the spaces below,

Buyer agrees Buyer does not agree
 Seller agrees Seller does not agree


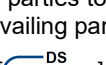
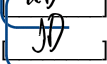

that in the event Buyer defaults in the performance of this Agreement, Seller will retain as liquidated damages the deposit set forth in Items 1-A and 1-B, and that said liquidated damages are reasonable in view of all the circumstances existing on the date of this Agreement. If the property is a dwelling with no more than four (4) units, one of which Buyer intends to occupy as his or her residence, the liquidated damages will not exceed three percent (3%) of the purchase price and any deposit in excess of that amount will be refunded to Buyer. In the event that Buyer defaults and has not made the deposit required under Item 1-B, or refuses to execute liquidated damage provision with respect to additional deposits, then Seller will have the option of retaining the initial deposit(s) that have been made, or terminating the obligations of the parties under this Item 31 and recovering such damages from Buyer as may be allowed by law. The parties understand that in case of dispute mutual cancellation instructions are necessary to release funds from escrow or trust accounts.

Buyer and Seller have read this page.

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Property Address: 140 Maple Road (Marin County APN 191-142-17), Bolinas, California 94924

32. **MEDIATION OF DISPUTES.** If a dispute arises out of or relates to this Agreement or its breach, by initialing in the "agree" spaces below the parties agree to first try in good faith to settle the dispute by voluntary mediation before resorting to court action or arbitration, unless the dispute is a matter excluded under Item 33--**ARBITRATION**. The fees of the mediator will be shared equally between all parties to the dispute. If a party initials the "agree" space and later refuses mediation, that party will not be entitled to recover prevailing party attorney fees in any subsequent action.

		Buyer agrees	<input type="checkbox"/>	<input type="checkbox"/>	Buyer does not agree
		Seller agrees	<input type="checkbox"/>	<input type="checkbox"/>	Seller does not agree

33. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between the Buyer and Seller arising out of this Agreement will be decided by neutral binding arbitration in accordance with the California Arbitration Act (C.C.P. §1280 et seq.), and not by court action except as provided by California law for judicial review of arbitration proceedings. If the parties cannot agree upon an arbitrator, a party may petition the Superior Court of the county in which the property is located for an order compelling arbitration and appointing an arbitrator. Service of the petition may be made by first class mail, postage prepaid, to the last known address of the party served. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties will have the right to discovery in accordance with Code of Civil Procedure §1283.05.


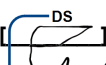
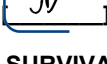
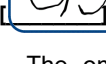
The parties agree that the following procedure will govern the making of the award by the arbitrator: (a) a Tentative Award will be made by the arbitrator within 30 days following submission of the matter to the arbitrator; (b) the Tentative Award will explain the factual and legal basis for the arbitrator's decision as to each of the principal controverted issues; (c) the Tentative Award will be in writing unless the parties agree otherwise; provided, however, that if the hearing is concluded within one (1) day, the Tentative Award may be made orally at the hearing in the presence of the parties. Within ten (10) days after the Tentative Award has been served or announced, any party may serve objections to the Tentative Award. Upon objections being timely served, the arbitrator may call for additional evidence, oral or written argument, or both. If no objections are filed, the Tentative Award will become final without further action by the parties or arbitrator. Within thirty (30) days after the filing of objections, the arbitrator will either make the Tentative Award final or modify or correct the Tentative Award, which will then become final as modified or corrected.

The provisions of the Code of Civil Procedure authorizing the imposition of sanctions as a result of bad faith actions or tactics will apply to the arbitration proceedings, provided, however, that the arbitrator shall not have the power to commit errors of law, errors of legal reasoning, or rely upon unsupported findings of fact in imposing sanctions for any reason against a party or a party's attorney. In the event such error is claimed, the applicable sanctions may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. A prevailing party will also be entitled to an action for malicious prosecution if the elements of such cause of action are met.

The following matters are excluded from arbitration: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code §2985; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court, bankruptcy court, or small claims court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, will not constitute a waiver of the right to arbitrate under this provision.

NOTICE: By initialing in the ["agree"] space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the ["agree"] space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

		Buyer agrees	<input type="checkbox"/>	<input type="checkbox"/>	Buyer does not agree
		Seller agrees	<input type="checkbox"/>	<input type="checkbox"/>	Seller does not agree

34. **SURVIVAL.** The omission from escrow instructions of any provision in this Agreement will not waive the right of any party. All representations or warranties will survive the close of escrow.

Buyer  and Seller  have read this page.

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35. ENTIRE AGREEMENT/ASSIGNMENT PROHIBITED. This document contains the entire agreement of the parties and supersedes all prior agreements with respect to the property which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties. Buyer may not assign any right under this agreement without the prior written consent of Seller. Any such assignment will be void and unenforceable.

36. ADDENDA AND ADVISORIES. The following addenda are attached and made a part of this Agreement:

- Short Sale Addendum (PP Form 101-S CAL)
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (PP Form 110.84)
- Smoke Detector, Carbon Monoxide Detector, and Water Heater Certification (PP Form 110.81 CAL)
- Standard Disclosures and Disclaimers (PP Form 110.90)
- Foreclosed Property Advisory (PP Form 101-FP)
- Addendum No. 1
- Addendum No. _____

37. ADDITIONAL TERMS AND CONDITIONS.

Property is sold AS IS (see Addendum #1), with no brokerage commission paid to Buyer's agent/representative

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at http://www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

LIMITATION OF AGENCY: A real estate broker or agent is qualified to advise on real estate. If you have any questions concerning the legal sufficiency, legal effect, insurance, or tax consequences of this document or the related transactions, consult with your attorney, accountant or insurance advisor.

The undersigned Buyer acknowledges that he or she has thoroughly read and approved each of the provisions of this offer and agrees to purchase the property for the price and on the terms and conditions specified. Buyer acknowledges receipt of a copy of this offer.

The undersigned Buyer represents an entity and is not signing as an individual, as noted in attached Statement of Representation (PP Form 201 SR).

DocuSigned by: Arriane Dar Date 1/6/2023 Time _____

8D9431945E81475... Buyer Bolinas Community Land Trust, Inc. Date _____ Time _____

Address P. O. Box 805, Bolinas CA 94924

ACCEPTANCE

Seller accepts the foregoing Offer and agrees to sell the property for the price and on the terms and conditions specified.

38. BROKER COMPENSATION. Seller irrevocably assigns to Broker(s) from escrow the compensation as provided in the written agreement between Seller and Broker(s). Commission will also be payable upon any default by Seller, or the mutual rescission by Buyer and Seller without the written consent of the Broker(s), which prevents completion of the purchase. This Agreement will not limit the rights of Broker and Seller provided for in any existing listing agreement. In any action for commission the prevailing party will be entitled to reasonable attorney fees whether or not the action is brought to trial or final judgment.

Buyer [Signature] and Seller [Signature] have read this page.

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39. PROVISIONS TO BE INITIALED. The following items must be initialed as "agreed to" by both parties to be binding on either party. If both the parties do not agree, the paragraph will not apply. In the event of disagreement, a counter offer may be made.

Item 31. LIQUIDATED DAMAGES Item 32. MEDIATION OF DISPUTES Item 33. ARBITRATION OF DISPUTES

Seller acknowledges receipt of a copy of this Agreement. Authorization is hereby given the Broker(s) in this transaction to deliver a signed copy to Buyer and to disclose the terms of purchase to members of a Multiple Listing Service at close of escrow.

The undersigned Seller represents an entity and is not signing as an individual, as noted in attached Statement of Representation (PP Form 201 SR).

40. IF CHECKED ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER DATED _____

DocuSigned by:
Seller Jessica Dougherty
95BA0C8CC4C9426... (Signature)
Allan M. Maxey Trust (Jessica Dougherty)

(Please Print Name)

DocuSigned by:
Seller Gregory Maxey
088078FFCD614F1... (Signature)
Allan M. Maxey Trust (Gregory Maxey)

(Please Print Name)

Date 1/6/2023 Time _____

Date 1/6/2023 Time _____

Address _____

Escrow Holder accepts this Purchase Agreement as part of the joint escrow instructions between Seller and Buyer.

Escrow Holder: _____ Escrow # _____

Escrow Officer: _____ Phone _____

Address: _____

Deposit Received: _____

For escrow timeline, the date of ratification of acceptance between Seller and Buyer is: _____

Information Regarding Real Estate Licensees Acting As Agents in This Transaction:

Selling Broker NONE Brokerage BRE License # _____

By _____ Agent License # _____
(Real Estate Agent for Buyer)

Address _____ City/State/Zip _____

Telephone _____ Fax _____ E-Mail _____

Listing Broker NONE Brokerage BRE License # _____

By _____ Agent License # _____
(Real Estate Agent for Seller)

Address _____ City/State/Zip _____

Telephone _____ Fax _____ E-Mail _____

Note that neither the Real Estate Brokers nor the Real Estate Agents are parties to the Purchase Agreement between the Buyer and Seller.

Rev. by _____
Date _____

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ADDENDUM Number 1

In regard to the Offer dated _____ concerning the property located at 140 Maple Road, Bolinas, California 94924
between Seller or Lessor ALLAN MAXEY TRUST (Trustees Jessica Dougherty and Gregory Maxey)
and Buyer or Lessee BOLINAS COMMUNITY LAND TRUST, Inc. a California Corporation, (BCLT)

the following ADDENDUM is submitted:

Purchase Agreement #13 and #37

The Seller does not warrant the condition of the property, which is sold in its present " AS IS " condition.

Purchase Agreement #14

Inspection report findings will not be used to negotiate remedies or price with the seller.

OTHER TERMS: All other terms to remain the same.

The parties agree to incorporate the provisions of this Addendum as part of the Purchase Agreement or Lease:

DocuSigned by:			
Buyer	<u><i>Ariane Dar</i></u>	Date	<u>1/6/2023</u> Time _____
	<small>8D9431945E81475...</small>	Buyer	_____
		Date	_____ Time _____

DocuSigned by:			
Seller	<u><i>Jessica Dougherty</i></u>	Date	<u>1/6/2023</u> Time _____
	<small>95BAQC8CC4C9426...</small>		
DocuSigned by:			
Seller	<u><i>Gregory Maxey</i></u>	Date	<u>1/6/2023</u> Time _____
	<small>088078FFCD614F1...</small>		

Uses and Sources MCF BCLT County Budget

\$829,000	\$400,000	\$0
\$829,000	371,000	\$0
	\$5,000	\$24,000
\$829,000	400,000	

Number of units 4

Aquisition	\$1,200,000
Rehab/Repairs	\$0
Legal fees/closing cost	\$5,000
Development fee (2%)	\$24,000
Total Cost	\$1,229,000

Rent Roll	
Unit 1	\$3,000
Unit 2	\$2,800
Unit 3	\$1,400
Unit 4	\$1,200
Total Rent	\$8,400

MCF Loan	
Rate	4%
Months	360

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income Assumptions Rate of Annual Increase	1.00%									
Gross Income from Rent Roll	100,800	101,808	102,826	103,854	104,893	105,942	107,001	108,071	109,152	110,243
Less Residential Vacan % of Gross Rents =	5%									
Total Effective Gross Income	95,760	96,718	97,685	98,662	99,648	100,645	101,651	102,668	103,694	104,731
Expense Assumptions Rate of Increase	2.00%									
Management Fee \$90 per unit per month	360	367	375	382	390	397	405	414	422	430
Accounting / Audit	100	102	104	106	108	110	113	115	117	120
Utilities: Electric/Water/Sewer (\$150 per unit per month)	7,200	7,344	7,491	7,641	7,794	7,949	8,108	8,271	8,436	8,605
Garbage/Recycling (180 per month)	2,160	2,203	2,247	2,292	2,338	2,385	2,433	2,481	2,531	2,581
Insurance (Hazard and General Liability)	5,400	5,508	5,618	5,731	5,845	5,962	6,081	6,203	6,327	6,453
Marketing/Subscriptions/Licenses										
Maintenance / Repair / Pest Control (\$1000 per unit per year)	4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780
Operating Reserves (\$1000 per unit)	4,000	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080
Replacement Reserves (\$1000 per unit)		0	0	0	0	0	0	0	0	0
Other BCLT Asset Management Fee \$70 pupm		0	0	0	0	0	0	0	0	0
Other										
Total Expenses Operating Cost/Unit \$5,805	23,220	23,684	24,076	24,476	24,884	25,300	25,725	26,158	26,599	27,050
Net Operating Income	72,540	73,033	73,608	74,185	74,764	75,344	75,926	76,510	77,095	77,682
Debt Service	47,493	47,493	47,493	47,493	47,493	47,493	47,493	47,493	47,493	47,493
Debt Service Coverage Ratio	1.53	1.54	1.55	1.56	1.57	1.59	1.60	1.61	1.62	1.64
Cash Flow	25,047	25,540	26,115	26,692	27,271	27,851	28,433	29,017	29,602	30,188
Residual Receipts										
Residual Receipts BCLT Asset Mangement Fee \$70 pupm	3,360	3,427	3,496	3,566	3,637	3,710	3,784	3,860	3,937	4,016
Residual Receipts BCLT Deferred Dev Fee (10 Yrs)										
Residual Receipts Additional to Replacement Reserves	21,687	22,113	22,619	23,126	23,634	24,141	24,649	25,157	25,665	26,173

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Community Land Trust Association of West Marin

Website URL

www.clam-ptreyes.org

DUNS

966269065

Mailing Address

PO Box 273
Point Reyes Station, California, 94956

Project Contact Name

Stacey Laumann

Title

Deputy Director

Email Address

stacey@clam-ptreyes.org

Phone Number

(415) 663-1005

Executive Director Name

Pamela Dorr

Executive Director Email Address

pam.d@clam-ptreyes.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

CLAM's mission is to provide stable and permanently affordable homes in an environmentally responsible way in the communities surrounding Tomales Bay. CLAM creates permanently affordable homes using the Community Land Trust (CLT) model. This means the organization owns land and sells or rents homes at affordable prices in perpetuity to low-income residents who otherwise could not afford to live in West Marin.

CLAM has 18 rental units serving 34 residents which are 48% white, 41% Latinx, and 11% Pacific Islander. Residents range from low-income to extremely low-income. CLAM also has two ownership homes on the Community Land Trust model, using ground leases with the owners to ensure affordability in perpetuity. Together, these two homes house 9 residents which are 45% Latinx.

CLAM also works with private property homeowners to create rentals on their properties and set rents at affordable levels. We have helped create 24 rentals through this Real Community Rentals program housing 29 residents.

CLAM's core leadership team includes Pam Dorr (Executive Director), Stacey Laumann (Deputy Director) and Laura J. Giacomini (Director of Development & Communications). Each have over 15 years experience with non-profit management and affordable housing. Tom McCafferty, the Associate Project Manager is an experienced residential rehab project manager. Currently, CLAM has five full-time and one part-time staff.

Have there been any recent or upcoming leadership transitions?

In 2022 Pam Dorr joined CLAM as the Executive Director. Also in 2022 Laura J. Giacomini joined as the Director of Development and Communications, replacing Stephanie Roth. At this time, CLAM has five full-time and one part-time staff.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

CLAM's operating budget and income has grown steadily over the last 4 years. Most of the growth in budget is related to new property acquisition and capacity growth through new staff.

If applicable, what is the organization's standing with licensing or other accreditation authorities?

CLAM is in good standing as a 501C-3.

How does your organization verify client income?

CLAM annually certifies resident income consistent with the State of California welfare tax exemption requirements. CLAM uses the following procedure for determining resident eligibility and for certifying household income:

- Each prospective resident receives an income verification request letter.
- Third party verification forms are used to compute income eligibility. Staff reviews W-2s, paystubs or tax returns as provided by tenants to determine income.

General Project Information

Project Name

60 Third Street Residential rehab

Project Address

60 Third Street
Point Reyes Station, California, 94956

Assessor's Parcel Number (APN)

119-226-13

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

HTF/PLHA

CDBG Housing

HTF/PLHA Amount Requested

\$200,000

CDBG Housing Amount Requested

\$50,000

CDBG/HOME-ARP applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

No

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

The 60 Third Street project consists of the complete rehab of a Point Reyes Station single family home, the installation of a new onsite wastewater (septic) system, and the development of ADU on the property. The existing dilapidated structure and unmaintained 1,100 square foot property in downtown Point Reyes Station has been vacant for approximately 20 years. The project will represent two new units of housing affordable in perpetuity to low and very low income households.

Both units on the property will serve households earning less than 80% AMI. The primary dwelling will be priced to serve 50-80% of AMI, unless funding facilitates deeper affordability. The ADU will likely be priced to serve households earning less than 50% AMI. Section 8 voucher holders are welcome to apply for all homes.

Affordability will be secured through funding agreements with the County of Marin, Marin Community Foundation and Tamalpais Pacific Foundation. CLAM's own bylaws and non-profit status also dictate that homes should be affordable, in perpetuity.

The project will benefit the community by addressing West Marin's significant shortage of available workforce housing, as well as housing affordable to low income seniors. The property will alleviate blight in Point Reyes Station's downtown, and retrofit the existing residence to current energy efficiency standards. These improvements will lower future tenants overall housing costs and also support CLAM's operational expenses.

Describe the property's history leading up to this request. Include when the organization

acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

The property was purchased significantly below market price from a private owner in January 2023 for \$630,000. The property was purchased with 0% and 1% interest loans from generous CLAM supporters, with a terms ranging from 6 to 18 months. CLAM has also raised \$340,000 from individual donors for this project. Other funding is pending, including a request to Marin County for Measure W funds. A permanent loan from a private donor for \$230,000 at 4% has been negotiated. Debt financing from a conventional lender is in process.

The renovation of 60 Third Street is an inspiring community story. The primary home was originally built in approximately 1914 as workforce housing. Later, in the 1970s it became the Point Reyes Health Clinic and supported the community in that way for 20 years until the Clinic outgrew the space. Later, it was the residence and work space of many families and small businesses, until the structure fell into disrepair and left vacant. This project is a strategic purchase by CLAM to resolve blight in the downtown, capture the property again for full-time residential use, and protect existing housing stock from the for-profit and short term rental housing market.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

60 Third Street is located just off of Highway 1, in the heart of Point Reyes Station. It is within one quarter (¼) mile of the grocery store, bank, post office, pharmacy, health center, library, social services, bus stop and restaurant or retail jobs. It is within ¾ three quarter (¾) miles of West Marin School (K-8). The West Marin Stagecoach bus stop is also less than ¼ mile away.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

No known environmental issues

Notes or clarifying information on environmental issues:

Existing structure & property rehab.

Have you begun any state or federal environmental review procedures for the proposed project?

No

What is the anticipated timeline for the environmental review(s)?

CEQA or NEPA review has not been initiated. Rehab of the existing main house will occur within the footprint of the existing structure and therefore does not trigger CEQA. The addition of an ADU and upgrade of the septic system are exempt from CEQA.

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Pam Dorr, Executive Director and Tom McCafferty will supervise the project. They will oversee a licensed contractor to perform rehab and construction activity. Pam Dorr has substantial rehab experience, having worked with Auburn University, Rural Studio and the Hale Empowerment and Revitalization Organization (HERO) for 14 years in rural Alabama to successfully developed over 65 units of new housing and 400 renovated homes. Tom McCafferty has 5 years of direct construction experience including with AmeriCorps, Habitat for Humanity, and private business.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

CLAM currently uses an Affirmative Marketing Plan that has been approved by the County’s Federal Grants staff for use with HUD funded projects. It is used by CLAM when filling vacancies or notifying prospective tenants of housing opportunities in West Marin. Those least likely to apply in CLAM’s service area include Black, Asian (API), and indigenous people.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

CDBG/HOME-ARP applicants only: How will this project Affirmatively Further Fair Housing?

This project will be broadly marketed to communities and people least likely to apply. Those least likely to apply in CLAM’s service area include Black, Asian (API), and indigenous people. CLAM is committed to inclusion and diversity.

Describe any past community engagement activities for this project, and future plans for community engagement.

CLAM has raised approximately \$340,000 in private donations for this project. Future plans for community engagement include an ongoing fundraising campaign, community volunteer work days, and affirmative marketing when the units are available for occupancy.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio	1					1
1 bed						0
2 bed		1				1
3 bed						0
4 bed						0
Other						0
TOTAL UNITS	1	1	0	0	0	2

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization’s purview. Specify the number of Hispanic/Latino

residents in its stand-alone column. The “Total” column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Proposed project

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	5	4
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander	0	
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed		
TOTAL (Unduplicated)	5	4

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

2

Female-headed households

0

Households that include person(s) with a disability

0

Notes or clarifying information on demographics:

Property is vacant. Future tenants unknown.

Project Planning

Select the current phase of the proposed project.

Cost Estimate

Describe the project timeline and specify a real or estimated completion date for each milestone

below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Friday, April 14, 2023

Complete planning and environmental review

Monday, July 31, 2023

Release bid package

Monday, July 3, 2023

Select contractor

Tuesday, August 1, 2023

Finalize contract

Thursday, September 14, 2023

Obtain building permits

Friday, September 15, 2023

Start construction

Wednesday, September 20, 2023

Complete construction

Wednesday, July 31, 2024

Explain any additional milestones for New and/or Rehabilitation Projects below:

Note that some construction not funded by PLHA or CDBG will precede funding award. New roof has been contracted, building permit obtained. and will be installed April 2023. Soft costs including septic engineering, site surveys, architecture have begun or will begin in April 2023. Other dates are estimated.

CDBG/HOME-ARP applicants only: Describe any flexibility regarding your project's start/completion date.

The project schedule includes predevelopment in 2023 and rehab construction start as early as April 2023. The rehab schedule is flexible and the sequence of rehab could be tailored to accommodate funding sources, if there is sufficient notice and confirmation of award. As noted above, some construction not funded by PLHA or CDBG will precede funding award.

Will you be seeking Project Based Section 8 Vouchers for this project?

No

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

The property was purchased by CLAM in January 2023.

Please describe in detail the entitlements and permits that will be required, and those already obtained. For example, Design Review, Master Plan, Zone Change, General Plan Change, Coastal Permit, etc.

The project conforms to the current zoning. Construction of a new ADU and septic system will require an ADU permit, deck permit, septic and Coastal Permit. Both structures and the septic system will require building permits.

Describe any contact with the planning staff at the relevant government jurisdiction, and any specific feedback they provided.

The Planning Department provided a Property Information Packet, septic options have been discussed with EHS. A Measure W funding request has been submitted to support acquisition expenses.

Identify all applicable accessibility laws and specific accessibility requirements that must be met in the design of the proposed project.

CLAM will accommodate future requests for accommodation if applicable.

Expanding on the Scope of Work, please describe the rehabilitation that is proposed for the property and how it will address specific conditions (i.e., replacement needs, deferred maintenance, existing building violations, required seismic upgrades, building or health code problems). Please describe any other existing rehabilitation needs that are not included in the project scope and explain their exclusion.

The single family home rehab will include a full house rehab, including but not limited to the following: Significant foundation repair any any necessary seismic upgrades.

Replacement of all mechanical, electrical and plumbing.

Weatherization and replacement of exterior siding.

Addition of insulation, double pane windows, air sealing for energy efficiency and comfort.

Installation of kitchen and bath.

New drywall, trim, all fixtures and fittings.

Describe the accessibility of the building. Do you plan to make accessibility improvements?

The existing historic home and new ADU are not mobility accessible. CLAM will accommodate future requests for accommodation if applicable.

How will the rehabilitation be staged to minimize risk and inconvenience to the residents? If certain systems or parts of residents' units will be temporarily inoperable or unusable (e.g., kitchen or bathroom) during construction, what is the estimated duration of such interruptions? What mitigations will you provide?

The property is vacant.

Describe in detail any temporary relocation of existing tenants at the site due to proposed rehab activities. Explain why relocation is needed and provide the estimated duration and number of impacted tenants. If known, identify which laws (local, state, federal) must be followed in carrying out the relocation.

The property is vacant.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

Individual donations - \$340,000 raised to date.

Tam Pacific Foundation grant - \$25,000 awarded.

Permanent loan - \$230,000 approved.

Temporary loans - \$350,000 secured.

Sisters of Loretto loan - \$50,000 awarded, \$50,000 pending proposal & approval.

Measure W grant – application awaiting approval. 90% likely, April 2023

Marin Community Foundation – application will be submitted for 2023/2024 funding year. 70% likely, August 2023

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

CLAM is confident the project will be fully funded by January 2024. See above for timing and likelihood.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

In the event of a funding shortfall, CLAM will seek additional sources, a larger debt source, or leverage equity from another property.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

Acquisition fees are actual reflecting the January 2023 purchase.

Site improvement costs are based on contractor estimates.

Construction costs are based on recent similar project bids and contractor estimates.

Professional fees are based on current experience and expenses to date.

Construction finance is based on estimates.

Permanent finance costs are based on current experience.

Soft costs are minimal, due to existing conditions.

Developer fee is estimated at 5% of the project cost.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

CLAM has applied for Measure W funds for the project. The permanent financing would repay the short-term loans from generous CLAM supporters that were leveraged for property acquisition.

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?

CDBG funds awarded for energy efficiency upgrades at Ocean Terrace Apartments in Stinson Beach will be spent down by September, 2023. The project underway is an electrical panel upgrade and electrification and replacement of the old hot water heaters.

CDBG/HOME-ARP applicants only: Describe your organization's experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?

CLAM has successfully implemented many Marin/CDBG awards. We are experienced at implementing projects consistent with the procurement requirements.

This project is only two units and therefore does not trigger Davis Bacon.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: "2023-24 [Document Name] for [Organization Name]- [Project Name]."

 2023-24 Board_Roster for CL... .pdf	 2023-24 FEMA FIRMETTE for... .pdf
 2023-24 Grant Deed for CLA... .pdf	 2023-24 IRS 501c.3 for CLAM...pdf
 2023-24 Org Budget 2023 forpdf	 2023-24 Org Financials 2019pdf
 2023-24 Org Financials 2020pdf	 2023-24 Org Financials 2021pdf
 2023-24 Proforma for CLAMxlsx	

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Stacey Laumann

Title of Person Completing this Application

Deputy Director

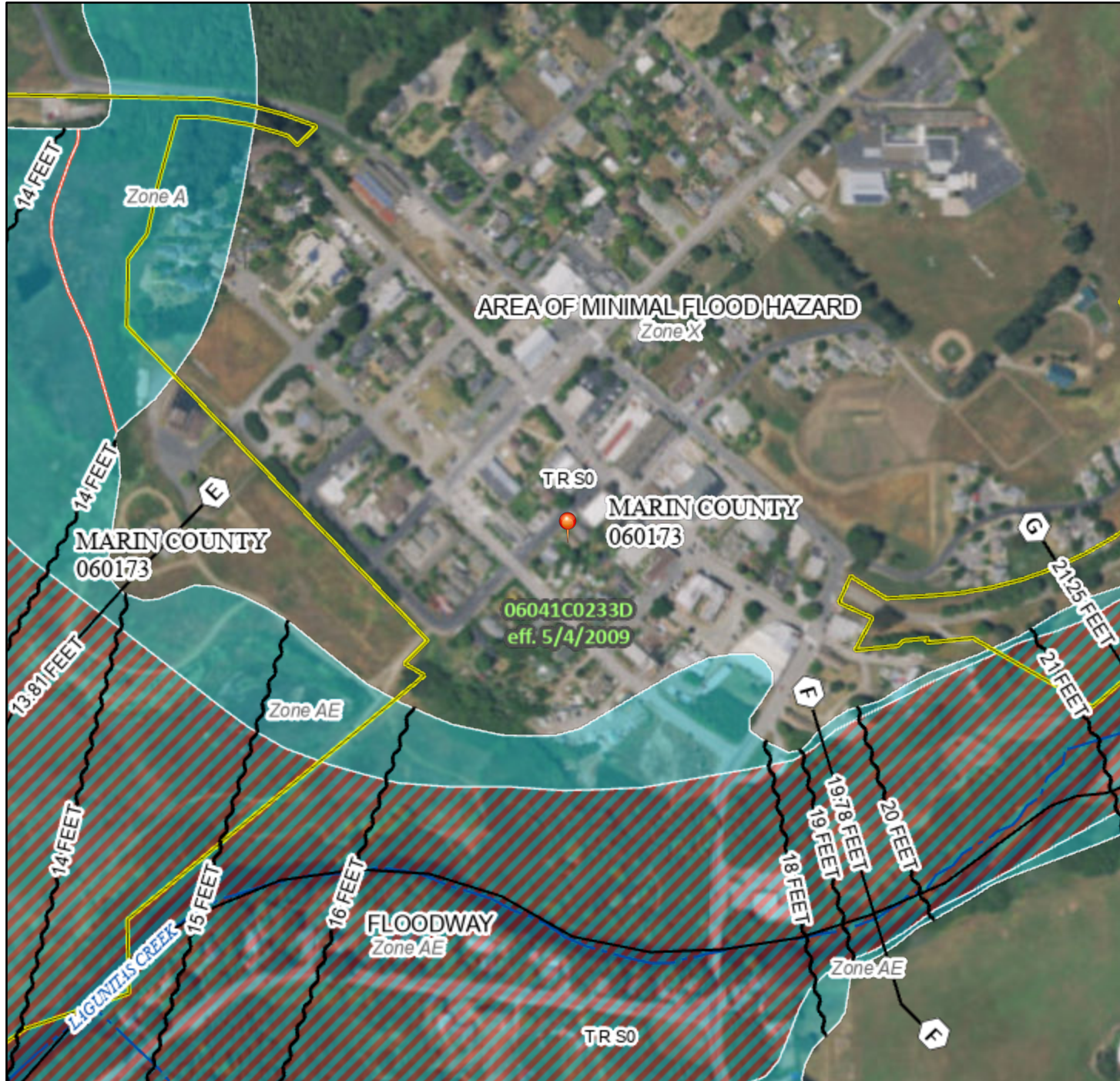
By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

National Flood Hazard Layer FIRMette



122°48'42"W 38°4'18"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
MAP PANELS		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/9/2023 at 3:58 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

2023 CLAM Organizational Budget	
	BUDGET WORKSHEET AREA
Account	Budget 2023
Revenue	
4000 Donations	
4050 General Donations -Unrestricted	\$ 410,485.00
4099 Restricted Donations	\$ 400,000.00
Total 4000 Donations	\$ 810,485.00
Grants	
4100 Grants Unrestricted	\$ 115,000.00
4129 Grants -Restricted	\$ 457,500.00
Total Grants	\$ 572,500.00
Total 4300 Rental Income	\$ 168,702.80
4410 Management Fees	\$ 11,809.20
4411 Management Fee-CLAM (Income)	\$ 7,478.10
4415 RCR Service Fee Income	\$ 12,500.00
4500 Interest & Dividend Income	\$ 1,000.00
4600 Unrealized Gains/Losses Invstm	
Total Revenue	\$ 1,584,475.10
Expenditures	
Total 6000 Personnel	\$ 684,433.40
Total 6100 Operations	\$ 284,958.67
7000 CG Project Development	\$ 94,000.00
8000 Property Expenses	\$ 348,299.52
Total Expense	\$ 1,411,691.59
NET INCOME	\$ 172,783.51

DEVELOPMENT COSTS

Development Costs by Line Item	Total Cost	Cost/Unit	Cost/Sq Ft
Acquisition Costs			
Land	500,000	250,000	238.10
Existing Structures *	130,000	65,000	61.90
Subtotal	630,000	315,000	300.00
Site Improvements			
Off Site Infrastructure *		0	0.00
On Site Infrastructure *	110,000	55,000	52.38
Demolition*	10,000	5,000	4.76
Subtotal	120,000	60,000	57.14
Construction			
Building Permit Fees *	4,000	2,000	1.90
Tap Fees *	0	0	0.00
Construction / Rehabilitation *	430,000	215,000	204.76
Landscaping *	13,500	6,750	6.43
Contingency *	30,000	15,000	14.29
Other (please specify) *	0	0	0.00
Subtotal	477,500	238,750	227.38
Professional Fees			
Architect Fees	15,000	7,500	7.14
Engineering Fees	15,000	7,500	7.14
Real Estate Attorney Fees	2,500	1,250	1.19
Soils Tests	1,000	500	0.48
Surveys	5,000	2,500	2.38
Green Planning and Design Fees	0	0	0.00
Other (please specify)	0	0	0.00
Subtotal	38,500	19,250	18.33
Construction Finance			
Construction Insurance	5,000	2,500	2.38
Construction Loan Orig. Fee		0	0.00
Construction Interest		0	0.00
Attorney Fees		0	0.00
Title and Recording		0	0.00
Other (please specify)		0	0.00
Subtotal	5,000	2,500	2.38
Permanent Finance & Syndication			
Loan Fees & Expenses	2,000	1,000	0.95
LIHTC Fees		0	0.00
Attorney Fees	3,000	1,500	1.43
Title and Recording	5,000	2,500	2.38
Other (please specify)		0	0.00
Subtotal	10,000	5,000	4.76
Soft Costs			
Appraisals & Market Study		0	0.00
Environmental Reports		0	0.00
Capital Needs Assessment		0	0.00
Temporary Relocation		0	0.00
Permanent Relocation		0	0.00
Marketing	1,000	500	0.48
Soft Cost Contingency	5,000	2,500	2.38
Other (please specify)		2,500	2.38
Subtotal	6,000	3,000	2.86
Developer Fee / Profit			
Developer's Fee	38,610	19,305	18.39
Consultants	12,000	0	0.00
Administration Fee			
Subtotal (ie - maximum developer fee)	50,610	25,305	24.10
Reserves			

Project Name: 60 Third Street
 Date of Model Version 3/14/2023

Property Summary (From Operating Budget Worksheet)	
Total Square Footage in Units	1,150
Non Living Square Footage	950
Total Project Square Footage	2,100
Number of Units	2

Development Costs Summary		% of Total Expenses	
Hard Cost Per Unit	\$363,750.00		53.7%
Land Cost Per Unit	\$250,000.00		36.9%
Soft Cost Per Unit	\$64,250.00		9.5%
Hard Cost Per Square Foot	\$346.43		
Soft Cost Per Square Foot	\$61.19		

Line Items marked with a * are included in hard cost evaluation.

Additional Metrics	
Developer Fee/Profit % of Total Budget (excluding Dev. Fee, reserves and acquisition)	7.7%
Months of debt & expense reserves	
Contingency % of Total Construction Expenses	5.42%
Total HOME Eligible Expenses	\$1,342,000

1,287,000
0

INSTRUCTIONS FOR THIS WORKSHEET

Development Costs by Line Item Table
 This worksheet asks for the costs to develop your project. The worksheet will calculate your development budget, as well as the cost per square foot and per unit. This includes all hard costs. For each subcategory of expense, there is an extra line to add additional cost categories. For each new line item, you can type over the "other" label in these cells and add your own cost category.

Enter the project development cost data in the tan cells in column B. For each cost category, the worksheet will calculate a subtotal. The Total Development Expense is calculated in cell B67.

The worksheet will also calculate the cost per unit and cost per square foot for each line item in column D. Note that these values are calculated based on the information you will input in the Operating Budget worksheet, so they will be inaccurate until this worksheet is completed.

Additional Tables
 On the right are three additional tables. The first shows a summary of property characteristics based on the Operating Budget worksheet. These values are used to calculate Column D.

The second table page calculates the hard cost, land cost and soft cost per square foot and the percentage of hard & soft costs. These are a common way of summarizing development costs.

Finally, the third table includes a set of additional metrics that are commonly used to consider project viability.

Operating Reserve	4,000	2,000	1.90
Debt Service Reserve	4,390	2,195	2.09
Lease-up Reserve		0	0.00
Replacement Reserve	10,000	5,000	4.76
Other (please specify)		5,000	4.76
Subtotal	18,390	9,195	8.76
Total Development Expenses	\$1,356,000	\$678,000	\$646

CAPITAL SOURCES

Project Name: 60 Third Street
Date of Model Version 3/14/2023

SOURCES OF FUNDS					
Hard Debt					
	Source	Principal	Type of Loan	Interest Rate	Term (Years)
First Mortgage	Permanent Bank Loan	265,000	Conventional	6.500%	40
Second Mortgage	Private Lender	230,000	Conventional	4.000%	30
Third Mortgage	Sisters of Loretto	66,000	Conventional	1.500%	15
Government Grants and Soft Debt					
	Source	Amount	Amount Per Unit		
	Measure W	100,000	50,000		
	HTF	100,000	50,000		
	PLHA	100,000	50,000		
	CDBG	50,000	25,000		
Other Grants (Non-Governmental)					
	Source	Amount	Amount Per Unit		
	MCF/Buck FF	100,000	50,000		
			0		
			0		
Tax Credit Equity					
	Source	Amount	Amount Per Unit		
	9% LIHTC Proceeds		0		
	4% LIHTC Proceeds		0		
	Historic Tax Credits		0		
Other Equity					
	Source	Amount	Amount Per Unit	Amount Kept Upfront	
	Deferred Developer Fee	5,000	2,500	33,610	
	Owner Equity (Donations to date)	340,000	170,000		
			0		
			0		
Total Sources		\$1,356,000			
Total Development Costs		\$1,356,000			
Gap (Surplus)		\$0			

Capital Sources Summary		
	Total	% of Total
Conventional (C)	561,000	41%
Tax Exempt (T)	0	0%
Federal Financing (F)	0	0%
Tax Credits	0	0%
Government Grants	350,000	26%
Other Grants	100,000	7%
Other Equity	345,000	25%
GAP	0	0%
Total Sources	1,356,000	100%

Debt Service Summary		
	Annual Payment	Debt Coverate Ratio
First Mortgage	(\$18,618)	1.96
Second Mortgage	(\$13,177)	1.15
Third Mortgage	(\$4,916)	1.00
Total Debt Service	(\$36,710)	
Property Debt Coverage Ratio	1.00	
Break Even Point (BEP)	95.2%	

Maximum Debt Service Calculator	
Lender Minimum Debt Coverage Ratio	1.15
Maximum Debt Service	(\$31,800)

Mortgage Principal Quick Calculator	
Appraised Value	\$940,000
Loan to Value Ratio (LVR)	65%
Maximum Loan Amount	\$611,000
OR	
Net Operating Income (NOI)	\$36,570
Capitalization Rate	5%
Value at Cap Rate	\$766,667
Loan to Value Ratio (LVR)	65%
Maximum Loan Amount	\$498,333

15-YEAR OPERATING PRO FORMA

Project Name: 60 Third Str 0 0 0 0
 Date of Model Version 3/14/2023 1/0/1900 1/0/1900 1/0/1900 1/0/1900 1/0/1900

Assumptions	
Rent Annual Growth Rate	2.00%
Other Income Annual Growth Rate	2.00%
Expenses Annual Growth Rate	3.00%
Vacancy Rate	5%

INSTRUCTIONS FOR THIS WORKSHEET

This worksheet produces a 20-year operating pro forma. Most information is read in from the previous worksheets.

The table projects all income and expenses over a 20 year period to produce a NET OPERATING INCOME, and CASH FLOW. The only information which must be entered in this box is any bridge loan debt service that the project will pay over time. If the project will incur such costs, enter the annual debt service in Cells B25 through P25. The worksheet automatically uses an inflation factor of 2% for Rent Income, 2% for Other Income, & 3% for Total Annual Expenses, but these can be adjusted in Cells B4-6 if desired.

The second section of the table allows you to think through obligations you will have that will need to be paid out of your cash flow. Depending on the nature of your development, these may include fees that you will collect

Cash Flow Summary	
Total Cash Flow over years 1-10	\$73,157
Total Cash Flow over years 1-15	\$131,813
Total Cash Flow After Obligations over years 1-10	\$68,157
Total Cash Flow After Obligations over years 1-15	\$126,813

Return Summary	
Cash-on-cash Return on Equity (Year 1, excluding tax credits)	1%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Rent Income	\$57,600	\$58,752	\$59,927	\$61,126	\$62,348	\$63,595	\$64,867	\$66,164	\$67,488	\$68,837	\$70,214	\$71,618	\$73,051	\$74,512	\$76,002	\$77,522	\$79,072	\$80,654	\$82,267	\$83,912
Vacancy Loss	(\$2,880)	(\$2,938)	(\$2,996)	(\$3,056)	(\$3,117)	(\$3,180)	(\$3,243)	(\$3,308)	(\$3,374)	(\$3,442)	(\$3,511)	(\$3,581)	(\$3,653)	(\$3,726)	(\$3,800)	(\$3,876)	(\$3,954)	(\$4,033)	(\$4,113)	(\$4,196)
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Eff. Gross Income	\$54,720	\$55,814	\$56,931	\$58,069	\$59,231	\$60,415	\$61,624	\$62,856	\$64,113	\$65,395	\$66,703	\$68,037	\$69,398	\$70,786	\$72,202	\$73,646	\$75,119	\$76,621	\$78,154	\$79,717
Total Annual Expenses	(\$18,150)	(\$18,695)	(\$19,255)	(\$19,833)	(\$20,428)	(\$21,041)	(\$21,672)	(\$22,322)	(\$22,992)	(\$23,682)	(\$24,392)	(\$25,124)	(\$25,878)	(\$26,654)	(\$27,454)	(\$28,277)	(\$29,125)	(\$29,999)	(\$30,899)	(\$31,826)
Net Operating Income	\$36,570	\$37,120	\$37,675	\$38,236	\$38,803	\$39,374	\$39,952	\$40,534	\$41,121	\$41,714	\$42,311	\$42,914	\$43,521	\$44,132	\$44,748	\$45,369	\$45,993	\$46,622	\$47,254	\$47,891
Total Debt Service	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)	(\$31,794)
Bridge Loan Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Coverage Ratio	1.15	1.17	1.18	1.20	1.22	1.24	1.26	1.27	1.29	1.31	1.33	1.35	1.37	1.39	1.41	1.43	1.45	1.47	1.49	1.51
Cash flow Available	\$4,776	\$5,326	\$5,881	\$6,442	\$7,009	\$7,580	\$8,157	\$8,740	\$9,327	\$9,920	\$10,517	\$11,119	\$11,726	\$12,338	\$12,954	\$13,575	\$14,199	\$14,828	\$15,460	\$16,096
Projected Payments from Cash Flow																				
Deferred Developer Fees	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soft Debt #1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soft Debt #2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Partnership Management Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Management Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Remaining Expected After Payments	\$4,776	\$4,326	\$4,881	\$5,442	\$6,009	\$6,580	\$8,157	\$8,740	\$9,327	\$9,920	\$10,517	\$11,119	\$11,726	\$12,338	\$12,954	\$13,575	\$14,199	\$14,828	\$15,460	\$16,096

SOURCES AND USES BUDGET

Project Name: 60 Third Street

Date of Model Version 3/14/2023

Project Activities	Total Project Cost	Funds Requested	Total Other Funds	Source	Status
Acquisition Costs	\$630,000		\$630,000	Donors, bridge loans, Measure W	awarded, Measure W pending
Site Improvements	\$120,000		\$120,000	Loans	secured
Construction	\$477,500	\$250,000	\$227,500	CDBG, HTF, PLHA, Loans	pending
Professional Fees	\$38,500		\$38,500	Loans	secured
Construction Finance	\$5,000		\$5,000	Loans	pending
Permanent Finance and Syndication	\$10,000		\$10,000	Loans	pending
Soft Costs	\$6,000		\$6,000	Loans	pending
Developer Fee / Profit	\$50,610		\$50,610	Loans	pending
Reserves	\$18,390		\$18,390	Loans	pending
Totals Costs from Project Costs cells above	\$1,356,000	\$250,000	\$1,106,000		
Total Costs from Development Costs Worksheet (to Check)	\$1,356,000				
Total Funds (Requested + Other)	\$1,356,000				
Gap (Surplus)	\$0				



2022-0037265

Recorded		REC FEE	17.00
Official Records		TAX	693.00
County of		SURVEY MONUME	10.00
Marin			
SHELLY SCOTT			
Assessor-Recorder			
County Clerk			
		GJ	
10:50AM 08-Nov-2022		Page 1 of 2	

RECORDING REQUESTED BY:
First American Title Company

**MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:**
Community Land Trust Association of West Marin
P.O. Box 273
Point Reyes Station, CA 94956

Space Above This Line for Recorder's Use Only

A.P.N.: 119-226-13

File No.: 2103-6920049 (VP)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$693.00; CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of , and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DAROLD E SIMS, AN UNMARRIED MAN**

hereby GRANTS to **Community Land Trust Association of West Marin, a California non-profit corporation**

the following described property in the unincorporated area of the County of **Marin**, State of **California**:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF THIRD STREET, DISTANT NORTH 45° 15' EAST 78.17 FEET ALONG SAID LINE OF THIRD STREET FROM THE NORTHEASTERLY LINE OF B STREET, AS SAID STREETS ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP NO. 1, TOWN OF POINT REYES", FILED FOR RECORD MAY 12, 1908 IN VOLUME 2 OF MAPS, AT PAGE 117, MARIN COUNTY RECORDS; RUNNING THENCE ALONG SAID SOUTHEASTERLY LINE OF THIRD STREET, NORTH 45° 15' EAST 55.83 FEET; THENCE LEAVING SAID LINE OF THIRD STREET AND RUNNING PARALLEL WITH SAID NORTHEASTERLY LINE OF B STREET, SOUTH 44° 45' EAST 108.0 FEET; THENCE SOUTH 45° 15' WEST 36.0 FEET; THENCE NORTH 44° 45' WEST 12.0 FEET; THENCE SOUTH 45° 15' WEST 19.83 FEET; THENCE NORTH 44° 45' WEST 96.0 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP NO. 1, TOWN OF POINT REYES", FILED FOR RECORD MAY 12, 1908 IN VOLUME 2 OF MAPS, AT PAGE 117, MARIN COUNTY RECORDS.

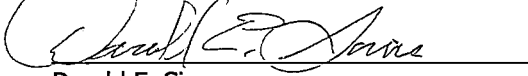
Mail Tax Statements To: **SAME AS ABOVE**

Date: **11/06/2022**

A.P.N.: 119-226-13

File No.: 2103-6920049 (VP)

Dated: November 06, 2022


Darold E. Sims

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

STATE OF California)SS

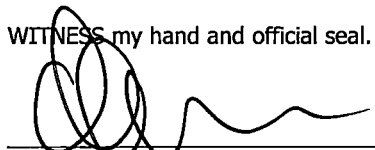
COUNTY OF Marin)

On 11/7/22 before me, Vanessa N. Persek, Notary Public, personally appeared Darold E. Sims

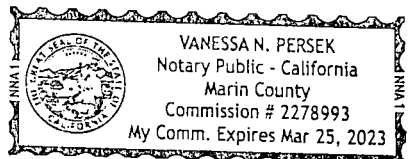
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.


Notary Signature

This area for official notarial seal.



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 22 2005**

COMMUNITY LAND TRUST ASSOCIATION OF
WEST MARIN
PO BOX 273
POINT REYES STATION, CA 94956-0000

Employer Identification Number:
94-3381744
DLN:
17053239724025
Contact Person:
THOMAS C KOESTER ID# 31116
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated OCTOBER 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)



BOARD OF DIRECTORS

Pamela Wright
President

Bob Houghteling
Treasurer

Carol Whitman
Secretary

Steve Antonaros
Jonathan Barajas
Susan Brayton
Maureen Cornelia
Jorge Martinez
Susan Scott
Elvira Xaxni

www.clam-ptreyes.org/board-and-staff

clam-ptreyes.org (415) 663-1005 PO Box 273, Point Reyes Station, CA 94956

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Community Land Trust Association of West Marin

Website URL

www.clam-ptreyes.org

DUNS

966269065

Mailing Address

PO Box 273
Point Reyes Station , California, 94956

Project Contact Name

Stacey Laumann

Title

Deputy Director

Email Address

Stacey@clam-ptreyes.org

Phone Number

(415) 663-1005

Executive Director Name

Pam Dorr

Executive Director Email Address

Pam@clam-ptreyes.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

CLAM's mission is to provide stable and permanently affordable homes in an environmentally responsible way in the communities surrounding Tomales Bay. CLAM creates permanently affordable homes using the Community Land Trust (CLT) model. This means the organization owns land and sells or rents homes at affordable prices in perpetuity to low-income residents who otherwise could not afford to live in West Marin.

CLAM has 18 rental units serving 34 residents who are 48% White, 41% Latinx, and 11% Pacific Islander. Residents range from low-income to extremely low-income. CLAM also has two ownership homes on the Community Land Trust model, using ground leases with the owners to ensure affordability in perpetuity. Together, these two homes house 9 residents who are 45% Latinx.

CLAM also works with private property homeowners to create rentals on their properties and set rents at affordable levels. We have helped create 24 rentals through this Real Community Rentals program which houses 29 residents.

CLAM's core leadership team includes Pam Dorr (Executive Director), Stacey Laumann (Deputy Director) and Laura J. Giacomini (Director of Development & Communications). Each have over 15 years' experience with non-profit management and affordable housing. Tom McCafferty, the Associate Project Manager is an experienced residential rehab project manager. Currently, CLAM has five full-time and one part-time staffpersons.

Have there been any recent or upcoming leadership transitions?

In 2022 Pam Dorr joined CLAM as Executive Director. Also, in 2022 Laura J. Giacomini joined as the Director of Development and Communications

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

CLAM's operating budget and income has grown steadily over the last 4 years. Most of the growth in budget is related to new property acquisition and capacity growth through new staff.

If applicable, what is the organization's standing with licensing or other accreditation authorities?

CLAM and Ocean Terrace LLC which holds the Ocean Terrace Apartments, are in good standing as 501c3 organizations.

How does your organization verify client income?

CLAM annually certifies resident income consistent with the State of California welfare tax exemption requirements. CLAM uses the following procedure for determining resident eligibility and for certifying household income:

- Each prospective resident receives an income verification request letter.
- Third party verification forms are used to compute income eligibility. Staff reviews W-2s, pay stubs or tax returns as provided by tenants to determine income.

General Project Information

Project Name

Ocean Terrace Energy Upgrades

Project Address

21 Calle Del Embarcadero
Stinson Beach, California, 94970

Assessor's Parcel Number (APN)

195-133-32

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

CDBG Housing

CDBG Housing Amount Requested

\$56,000

CDBG/HOME-ARP applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

Yes

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

Ocean Terrace is an 8-unit apartment building in Stinson Beach built in 1960. The property is undergoing a multi-year upgrade process for safety and energy efficiency.

The proposed 2023 project is to install a roof-mounted solar generation system for the apartment building. The system will provide power to the new electric hot water system and all common areas of the property. The on-site electrical generation will reduce reliance on the electric grid, reduce lifetime project costs and improve the overall efficiency of the property.

Replacing the remaining single pane windows and doors is included in the project scope. The tenants will benefit from substantially reduced electric bills. The new windows and sliding door will increase tenant comfort from reduced noise levels as well as reduce the required energy to heat the apartments.

The 8-unit apartment building serves 10 residents including 4 households below 50% AMI with 3 section 8 vouchers, two households below 60% AMI and two households below 80% AMI. One of the households is a single parent with a child.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

The property was acquired in 2017, with the support of County funds. The acquisition prevented the displacement of 6 long-time residents, all of whom were low income. Today the apartments provide homes to five of those six residents and additionally to one low-income family with a child. There are

two persons with disabilities living there.

CLAM received CDBG money for this multi-year energy efficiency upgrade effort. The project was funded in 2018-19 to install fire safety equipment, 2019-20 for some minor window repairs and 2021-22 for energy efficiency upgrades.

The project is also eligible and will request rebates from Marin Clean Energy and the LIFT program for efficiency upgrades. We have also applied for other energy efficiency subsidies through the LIWP program.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

Ocean Terrace Apartments is located just off Highway 1 in Stinson Beach. It is within one half (1/2) mile of the grocery store, post office, library, restaurants, current jobs and a bus stop. It is within 1.1 miles of Stinson Beach School (K-5). The West Marin Stagecoach bus stop is also less than ¼ mile away.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Flood zone

Notes or clarifying information on environmental issues:

NEPA review was completed for prior CDBG awards and other portions of the energy efficiency upgrade. Solar energy systems installed on the roof of an existing building or on an existing parking lot are statutorily exempt from CEQA.

Have you begun any state or federal environmental review procedures for the proposed project?

Yes

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Deputy Director Stacey Laumann and Associate Project Manager Tom McCafferty will supervise the project. They will oversee all licensed contractors to perform construction activity. Stacey Laumann has substantial project management experience, having worked with Habitat for Humanity Greater SF and CLAM. Tom McCafferty has 5 years of direct construction experience including with AmeriCorps and private business.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

CLAM actively markets housing opportunities consistent with our affirmative marketing plan, which reaches out to Black, Asian and Latinx community networks. These groups are underrepresented in Stinson Beach. Outreach is also made to family resource centers and senior service networks. CLAM provides application materials in English and Spanish. We post and share information in areas with higher concentrations of people in protected classes such as Marin City and southern Novato. Our

marketing plan details the use of a variety of media designed to reach disadvantaged communities, including print, broadcast, social media, as well as contacting people through various listservs.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

CDBG/HOME-ARP applicants only: How will this project Affirmatively Further Fair Housing?

CLAM actively markets housing opportunities consistent with our affirmative marketing plan, which reaches out to Black, Asian and Latinx community networks. These groups are underrepresented in Stinson Beach.

Describe any past community engagement activities for this project, and future plans for community engagement.

The project is an energy efficiency upgrade to an existing project. No substantial engagement is proposed other than clear communication with existing tenants around the program and construction schedule.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio						0
1 bed	4	2	2			8
2 bed						0
3 bed						0
4 bed						0
Other						0
TOTAL UNITS	4	2	2	0	0	8

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization’s purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The “Total” column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Proposed project

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	8	1
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed		
TOTAL (Unduplicated)	8	1

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

8

Female-headed households

7

Households that include person(s) with a disability

2

Project Planning

Select the current phase of the proposed project.

Planning

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Monday, May 1, 2023

Complete planning and environmental review

Thursday, June 1, 2023

Release bid package

Thursday, June 1, 2023

Select contractor

Saturday, July 1, 2023

Finalize contract

Saturday, August 5, 2023

Obtain building permits

Thursday, August 10, 2023

Start construction

Tuesday, August 15, 2023

Complete construction

Thursday, November 30, 2023

CDBG/HOME-ARP applicants only: Describe any flexibility regarding your project's start/completion date.

The project is scheduled for construction start in August 2023, after obtaining the necessary building permits. This start date is subject to a funding award and any procurement requirements or delays. The project start date is flexible.

Will you be seeking Project Based Section 8 Vouchers for this project?

Yes

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

The property is owned by Ocean Terrace LLC, a company of CLAM.

Expanding on the Scope of Work, please describe the rehabilitation that is proposed for the property and how it will address specific conditions (i.e., replacement needs, deferred maintenance, existing building violations, required seismic upgrades, building or health code problems). Please describe any other existing rehabilitation needs that are not included in the project scope and explain their exclusion.

The current scope of work includes the installation of a roof-mounted solar array and related system to serve the buildings hot water heaters and all common electrical needs. The remaining single pane windows and doors will be upgraded to meet Title-24 standards. The PV system will support other elements of a multi-year energy efficiency retrofit of the building. These include improved windows and doors (2020), electrical panel upgrade (2023), and replacement of an older propane fuel hot water system that is being upgraded to a new electric heat pump system (completion 2023).

Describe the accessibility of the building. Do you plan to make accessibility improvements?

The apartments, built in 1960, are not ADA mobility accessible. The property is located on a rough gravel road, and accessible pathways do not exist in the vicinity.

How will the rehabilitation be staged to minimize risk and inconvenience to the residents? If certain systems or parts of residents' units will be temporarily inoperable or unusable (e.g., kitchen or bathroom) during construction, what is the estimated duration of such interruptions? What mitigations will you provide?

The project will not unduly inconvenience residents. There will be power interruptions that will not exceed 8 hours. All construction and power interruptions will be scheduled in advance and residents will be notified. Assistance will be provided should a tenant require assistance.

Describe in detail any temporary relocation of existing tenants at the site due to proposed rehab activities. Explain why relocation is needed and provide the estimated duration and number of impacted tenants. If known, identify which laws (local, state, federal) must be followed in carrying out the relocation.

The project will not displace residents.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

The solar project will be funded through CDBG and project reserves. Thus, the primary source is pending award.

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

The project can move forward in late 2023 if awarded 2023-24 CDBG.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

Alternatives that could be pursued include private donations or currently unidentified foundation support. At this time the project is not anticipated to move forward without CDBG funds.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

- Solar PV system – Contractor bid received for \$27,000 in 2022. We assume a small cost increase to \$28,000.
- Fees and electrical related expenses – Electrician estimate of \$2,000.
- Repairs, lead testing, contingency – \$3,000 est.
- Windows and Doors- \$26,000 based on previous invoices for window and door installations of similar size.

Is your organization receiving any other Marin County funding for this project?

No

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?



All outstanding funds are scheduled to be expended by August 2023.

CDBG/HOME-ARP applicants only: Describe your organization’s experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?

CLAM has many years’ experience administering federal grant funds, and some experience with Davis-Bacon procurement.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: “2023-24 [Document Name] for [Organization Name]- [Project Name].”

 2023-23 FEMA Flood Map for....pdf	 2023-24 CDBG Project Budg... .xlsx
---	--

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Tom McCafferty

Title of Person Completing this Application

Associate Project Manager

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

CDBG Housing Project Budget Template

Organization Name: Communtiy Land Trust Association of West Marin (CLAM) for Ocean Terrace LLC
Project Title: Ocean Terrace - Solar Energy Sustainability Project

Date: March 13, 2023

INCOME:	Federal Grants Request	Other Funding Sources	In Kind	Total Proposed Project Income
<i>Committed</i>				
Foundations:				
Government:				
Corporations:				
Individual Contributions: (list total):		\$ 1,750.00		
Earned Income:				
Other (specify):				
Property Reserves		\$ 5,000.00		
<i>(Add rows)</i>				
Subtotal, Committed Income		\$ 6,750.00	\$ -	\$ 6,750.00
<i>Uncommitted</i>				
Federal Grants Request	\$ 56,000.00			
Foundations:				
<i>(Add rows to list other Foundations)</i>				
Government:				
<i>(Add rows to list other Government agencies)</i>				
Corporations:				
<i>(Add rows to list other Corporations)</i>				
Individual Contributions:				
<i>(Add rows to list other Contributions)</i>				
Other (specify):				
<i>(Add rows to list others)</i>				
Subtotal,Uncommitted Income	\$ 56,000.00	\$ -	\$ -	\$ 56,000.00
Other				
Earned Income:				

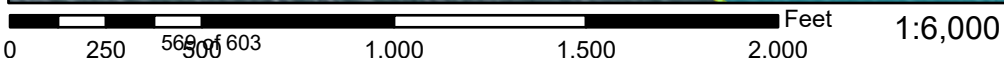
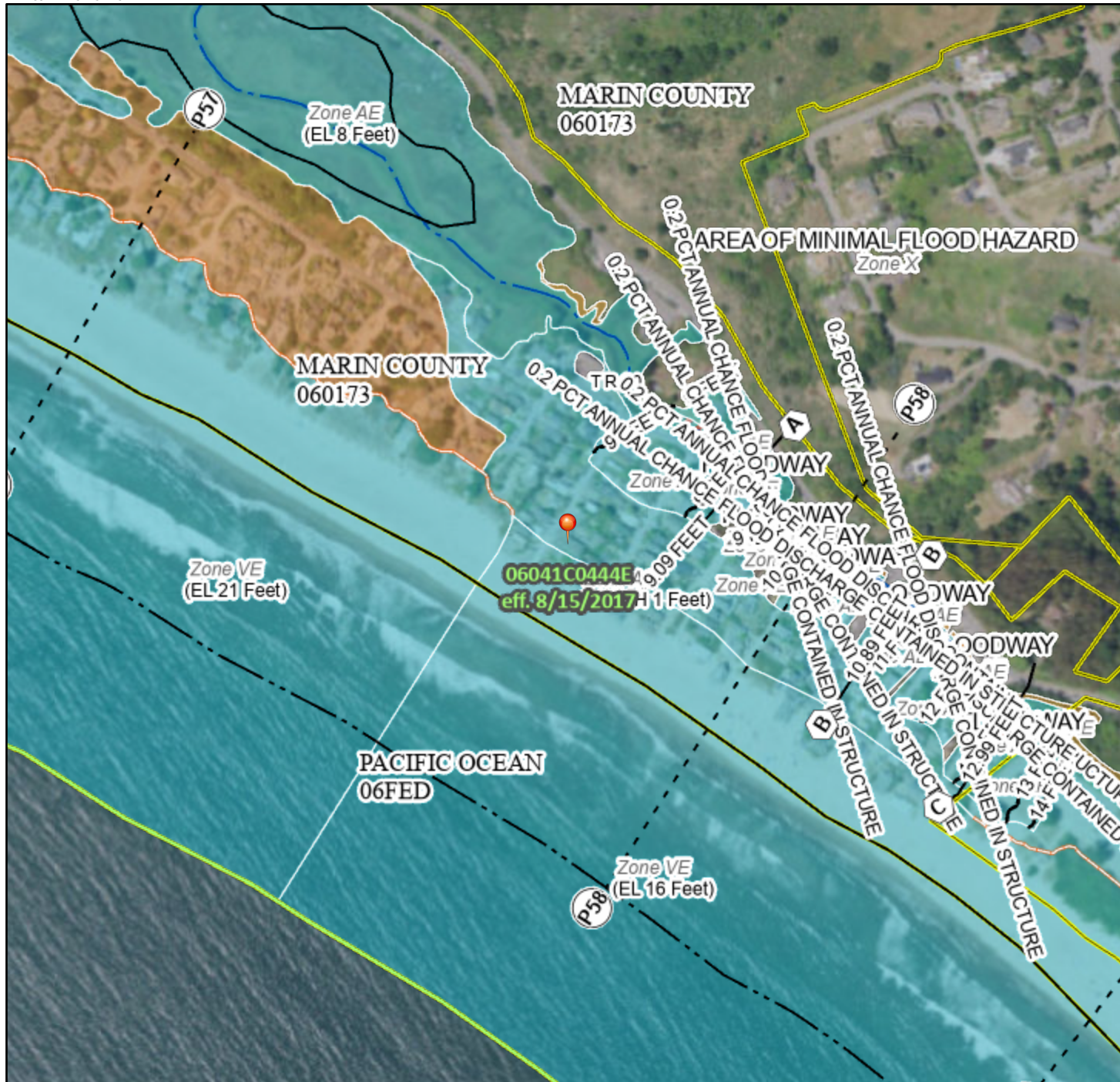
<i>(Add rows)</i>				
Subtotal, Earned Income		\$ -	\$ -	\$ -
Grand Total Income	\$ 56,000.00	\$ 6,750.00	\$ -	\$ 62,750.00

EXPENSES (Add rows to list other expenses)	Federal Grants Request Year 1		Other Funding Sources		In Kind		Total Proposed Project Expenses
Direct Project Related Expenses							
Acquisition							
Purchase price							
Title/Recording/Escrow							
<i>(Add rows to list other direct project expenses)</i>							
Pre-development							
Architecture & engineering							
Phase 1							
Market Study							
Entitlements/Zoning							
<i>(Add rows to list other direct project expenses)</i>							
General Development							
Replace single pane windows	\$ 18,000.00						
Replace single pane sliding door	\$ 8,000.00						
Solar (PV) panel installation	\$ 28,000.00						
PGE, fees, electrical panel related expenses	\$ 2,000.00		\$ 2,000.00				
Safety repairs and lead testing			\$ 3,000.00				
Subtotal, Direct Project Related Expenses	\$ 56,000.00		\$ 5,000.00		\$ -		\$ 61,000.00
Developer Fee (specify % in column A below)							
5.00%							\$ 3,050.00
Fiscal Sponsorship Fee (specify % in column A below)							
0.00%							\$ -
Grand Total All Expenses							\$ 64,050.00

National Flood Hazard Layer FIRMette



122°39'7"W 37°54'15"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE)
Zone A, V, A99
 - With BFE or Depth *Zone AE, AO, AH, VE, AR*
 - Regulatory Floodway

- OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
 - Future Conditions 1% Annual Chance Flood Hazard *Zone X*
 - Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
 - Area with Flood Risk due to Levee *Zone D*

- OTHER AREAS**
 - NO SCREEN Area of Minimal Flood Hazard *Zone X*
 - Effective LOMRs
 - Area of Undetermined Flood Hazard *Zone D*

- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

- OTHER FEATURES**
 - B** 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
 - 17.5 Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature

- MAP PANELS**
 - Digital Data Available
 - No Digital Data Available
 - Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/9/2023 at 3:56 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

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2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Two Valleys Community Land Trust

Website URL

<http://sgvaha.org/>

Mailing Address

PO Box 152
Woodacre, California, 94973

Project Contact Name

Arielle Ikeda

Title

Administrative and Fundraising Assistant

Email Address

info@sgvaha.org

Phone Number

(415) 488-4890

Executive Director Name

Kit Krauss

Executive Director Email Address

kitkrauss@yahoo.com

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number

of clients served. Describe the co-applicant organization, if applicable.

For over 40 years, The San Geronimo Valley Affordable Housing Association (SGVAHA) created, preserved, and managed affordable homes in the San Geronimo Valley to maintain a culturally and economically diverse community. Now, as Two Valleys Community Land Trust (TVCLT), the organization is expanding this work in the San Geronimo Valley and extending it to Nicasio Valley. TVCLT seeks to acquire existing housing and develop new, permanently below-market housing and manage it in perpetuity in an environmentally and socially responsible manner. As such, we also want to serve as a model in land stewardship and community development, and enable others to form CLTs by providing information, resources, and expertise.

TVCLT owns and manages two affordable housing properties. The property known as Sage Lane Senior Housing in San Geronimo provides shared living homes for six extremely low income senior adults in three residential buildings. SGVAHA acquired the property in 2000 to satisfy the required affordable housing component of a major residential development project known as French Ranch.

The Forest Knolls Mobile Home Park was acquired in 2015. There are 19 owner occupied mobile homes on the site, each owner pays rent on a ground lease to TVCLT. One new mobile home was purchased by the Association in 2018, placed on site and rented to a low income qualified household. The organization has undertaken significant rehabilitation to the Sage Lane property and the Mobile Home Park including solar panel system installation, appliances conversion, upgraded septic system, improvements to roads and drainage, plans for a new common building for residents.

TVCLT also works to educate the community on housing issues, including fair housing practices, eligibility for economic and technical assistance from community development and other public agencies and community housing organizations that promote housing practices in alignment with AFFH policy. The organization also holds events presenting models and approaches for home sharing and intentional community to inspire and generate networking opportunities between home seekers and landlords to create cooperative occupancy of existing housing stock.

Have there been any recent or upcoming leadership transitions?

TVCLT is currently in the process of hiring a part-time Executive Director.

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

The Two Valleys Community Land Trust undertook a study of project development opportunities in Nicasio and San Geronimo Valley supported by the County of Marin through a \$25,000 Non-Profit Partnership Program grant. This project commenced in September of 2022 and comprehensively evaluated development sites throughout the two communities.

If applicable, what is the organization’s standing with licensing or other accreditation authorities?

The Two Valleys Community Land Trust is a member of the California CLT Network and Grounded Solutions.

How does your organization verify client income?

We use the annual income verification procedure described in the management agreement with the County of Marin for the operation of the mobile home park.

General Project Information

Project Name

6956 Sir Francis Drake Blvd. Rehabilitation

Project Address

6956 Sir Francis Drake Blvd.
Forest Knolls, California, 94933

Assessor's Parcel Number (APN)

68-121-06

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

CDBG Housing

CDBG Housing Amount Requested

\$99,185

CDBG/HOME-ARP applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

No

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

The rehabilitation of 6956 Sir Francis Drake Blvd. will provide three affordable units in the heart of a small community with a severe lack of affordable housing options. The two story building is situated on a small knoll by the main road in town, but is set back enough to provide a private front yard for a lower level unit. The upper level is split into a two bedroom unit and a small Junior Accessory Dwelling Unit, which have access to a shared patio. The two parcel site also has two garage structures.

This project will address the significant deferred maintenance needs of the property. Interior repairs necessary include installing insulation, replacement of flooring, windows, sheetrock, appliances, fixtures and doors, plumbing and electrical improvements, Exterior repairs to the structure include gutters, downspouts, fencing, and trim, repainting, landscaping improvements. Wastewater management system improvements are needed. Minor repair to the garage is also needed. Installing solar panels, heat pump HVAC and water heaters, and converting all appliances to electric are part of this project.

This project will serve as a pilot for preserving affordable housing in a community with extremely limited opportunity for new development. Though the organization currently manages over two dozen affordable housing units, this is the first residential rehabilitation project undertaken by the Two Valleys Community Land Trust.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

Under previous private ownership significant damage occurred to flooring, doors, one kitchen, and general degradation of the surrounding property occurred. Significant amounts of materials and vehicles were stored onsite. Subsequent to being acquired in March 2023, the Two Valleys Community Land Trust is looking to a range of grant opportunities and loans to address various additional needs to rehabilitate the property including funds from the Marin Community Foundation, the Tamalpais Pacific Foundation, the Marin County Housing Trust Fund and Marin County's Local Measure W housing funds.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care

facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

The property is within a 5 minute walk of a bus stop, a playground, the only coffee shop in town, and a post office. Three preschools, an elementary and middle school, a community center, a gymnasium, and three small local businesses offering produce, packaged and prepared foods are within a five minute drive.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Environmentally sensitive area or species

Notes or clarifying information on environmental issues:

A seasonal ephemeral stream is present on one of two parcels, but is not impacted by proposed work, and the structure is not within the Stream Conservation Area.

Have you begun any state or federal environmental review procedures for the proposed project?

No

What is the anticipated timeline for the environmental review(s)?

NEPA review for a preexisting project at this site is already underway, and almost complete. The onsite wastewater system repair project which necessitated it was initiated by the previous owner and funded through the Marin Housing Authority. Interior repairs involved in the current grant request's scope of work will be evaluated under a separate review process, but the earlier analysis will hopefully inform and expedite environmental approvals.

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Projects of the Two Valleys Community Land Trust are managed by the Property Management Committee with in-kind support from local volunteer contractors.

The chair of the Committee, Kit Krauss, has significant experience in overseeing projects in his long standing involvement with the Land Trust and management and maintenance of the San Geronimo Presbyterian Church property which houses a daycare center and community food pantry. The land trust also employs a part time, Western Manufactured Home Association Certified Property Manager for the mobile home park and sage lane senior housing, who will help manage the property once it is rehabilitated.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

The Two Valleys Community Land Trust currently employs an Affirmative Marketing Plan for the units managed by the organization.

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation

and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

CDBG/HOME-ARP applicants only: How will this project Affirmatively Further Fair Housing?

The Association will publicly advertise openings, specifically inform other affordable and fair housing programs, community organizations, aging, independent living and social service agencies and nonprofits throughout Marin County and beyond and facilitate our outreach to a diverse pool of prospective rental and home share applicants.

Describe any past community engagement activities for this project, and future plans for community engagement.

As a model project of a new effort to preserve affordable housing in the community, the Two Valleys Community Land Trust would like to bring support to the project and awareness of the organization’s mission by hosting community work days on the property.

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio			1			1
1 bed			1			1
2 bed			1			1
3 bed						0
4 bed						0
Other						0
TOTAL UNITS	0	0	3	0	0	3

Notes or clarifying information on the unit count:

It is the aim of the organization to provide the Studio at a very-low income level, but at present time all units are presumed to be rented at a maximum of 60% AMI.

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization’s purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The “Total” column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Similar existing Marin complex

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	4	
Black/African American	1	
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White	1	
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed		
TOTAL (Unduplicated)	6	0

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

0

Female-headed households

3

Households that include person(s) with a disability

0

Project Planning

Select the current phase of the proposed project.

Planning

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Monday, May 1, 2023

Complete planning and environmental review

Saturday, July 15, 2023

Release bid package

Monday, May 15, 2023

Select contractor

Thursday, June 15, 2023

Finalize contract

Friday, July 7, 2023

Obtain building permits

Saturday, July 15, 2023

Start construction

Tuesday, August 1, 2023

Complete construction

Sunday, October 1, 2023

Explain any additional milestones for New and/or Rehabilitation Projects below:

All dates are estimates at this time

CDBG/HOME-ARP applicants only: Describe any flexibility regarding your project's start/completion date.

Minimizing the timeline to rental unit readiness is critical to the financial feasibility of the project. Ideally, the funds sought through CDBG can be focused on later stage needs, and other sources can be utilized for initial rehabilitation efforts.

Will you be seeking Project Based Section 8 Vouchers for this project?

No

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

The Two Valleys Community Land Trust acquired the property in March, 2023.

Expanding on the Scope of Work, please describe the rehabilitation that is proposed for the property and how it will address specific conditions (i.e., replacement needs, deferred maintenance, existing building violations, required seismic upgrades, building or health code problems). Please describe any other existing rehabilitation needs that are not included in the project scope and explain their exclusion.

The most significant interior replacement and repairs are needed in the main unit on the upper level. The kitchen, and an adjacent bath and laundry, needs significant repair, including replacement of appliances, fixtures, cabinetry, and flooring. Relocating an electrical subpanel in that unit to a code compliant location will be necessary as well. New windows will provide better insulation and compliance with bedroom egress requirements. Painting, carpeting, linoleum, and trim replacement

will revitalize both units.

A redesigned septic system is in the process of permitting and construction, and will be necessary to complete before inhabitation of the building.

Fencing has been damaged in recent storms and will require repairs. Limited landscaping elements installed by prior owner need maintenance and improvement.

Upgrading the building with solar panels, and improving energy efficiency through installation of insulation, heat pump water heating systems and HVAC, and conversion to electric appliances will reduce operating costs and improve resident comfort.

Describe the accessibility of the building. Do you plan to make accessibility improvements?

The units are not ADA accessible and no accessibility improvements are possible, but planned at this time.

How will the rehabilitation be staged to minimize risk and inconvenience to the residents? If certain systems or parts of residents' units will be temporarily inoperable or unusable (e.g., kitchen or bathroom) during construction, what is the estimated duration of such interruptions? What mitigations will you provide?

Units are not currently occupied.

Describe in detail any temporary relocation of existing tenants at the site due to proposed rehab activities. Explain why relocation is needed and provide the estimated duration and number of impacted tenants. If known, identify which laws (local, state, federal) must be followed in carrying out the relocation.

No tenants will be relocated to complete this project.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

All potential funders have been contacted, but this is the first funding source applied to for the project. Additional grants with rolling application windows can be applied for immediately following this opportunity. Availability of significant portions of funding are tied to foundation budget and meeting cycles.

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

All potential funders have shown strong support for the project. All funding opportunities become available by the spring, or accept applications on a rolling basis.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

A community donation, loan, or in-kind support campaign could help fill gaps created by lack of grant or loan commitments.

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

All project costs are estimates at this time. These amounts were determined in consultation with an experienced construction professional with local knowledge who toured the site on multiple occasions.

Is your organization receiving any other Marin County funding for this project?

Yes

Please describe. Include a brief overview of the goals and accomplishments achieved through this funding.

This project was initiated thanks in large part to the organization’s project development work, supported by a \$25,000 Non-profit Partnership Program grant. This site was identified as an opportunity for acquisition and rehabilitation through that process. The organization has plans to apply for additional planning grant funds through the Measure W affordable housing fund to support planning and project development needs for this project and a couple others. The CDBG funding request is focused solely on the immediate priority of rehabilitation and improvement of the structure to achieve rental readiness.

Does your organization have unspent funds that were previously awarded by the County (for any project)?

Yes

What is your timeline for expending the fund balance?

UNSPENT FUNDS
CDBG 2021-22: \$6,070
CDBG 2022-23: \$17,000



These funds are for exterior work on our Sage Lane property, which has been delayed due to weather conditions. We expect to have the projects completed by July 2023.

CDBG/HOME-ARP applicants only: Describe your organization’s experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?

The Association has administered six CDBG Grants in the past. The funding for these varied projects has involved significant matching funds and coordination of planning, permitting, contracting and oversight. Davis-Bacon paperwork, as required, was submitted for portions of these projects.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: “2023-24 [Document Name] for [Organization Name]- [Project Name].”

 2023-24 CDBG Project Budge... .pdf	 2023-24 FEMA Flood Map for... .pdf
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Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Breeze Kinsey

Title of Person Completing this Application

Planning Consultant

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.

CDBG Housing Project Budget Template

Organization Name: <i>Two Valleys Community Land Trust</i>
Project Title: <i>6956 Sir Francis Drake Blvd. Rehabilitation</i>

Date: 3/17/23

INCOME:	Federal Grants Request	Other Funding Sources	In Kind	Total Proposed Project Income
<i>Uncommitted</i>				
Federal Grants Request	\$ 99,185.00			
Foundations:				
TamPacific		\$ 75,000.00		
MCF Loan		\$ 225,000.00		
<i>Subtotal, Uncommitted Income</i>	\$ 99,185.00	\$ 300,000.00	\$ -	\$ 399,185.00
<i>Grand Total Income</i>	\$ 99,185.00	\$ 300,000.00	\$ -	\$ 399,185.00

EXPENSES (Add rows to list other expenses)	Federal Grants Request Year 1	Other Funding Sources	In Kind	Total Proposed Project Expenses
Direct Project Related Expenses				
General Development				
Insulation	\$ 10,000.00			
Door replacement	\$ 14,500.00			
Window Replacement	\$ 6,200.00			
Cabinets	\$ 15,000.00			
Water Heaters	\$ 15,000.00			
Septic Repairs		\$ 75,000.00		
Fencing	\$ 15,000.00	\$ 20,000.00		
Landscaping	\$ 10,000.00			
Plumbing		\$ 16,000.00		
Electrical		\$ 18,000.00		
Sheetrock Repair		\$ 12,000.00		
Flooring		\$ 15,000.00		
Carpet		\$ 10,000.00		
Trim		\$ 7,000.00		
Painting		\$ 14,000.00		
Downspouts & Gutters	\$ 4,000.00			
Appliances		\$ 5,000.00		
Fixtures		\$ 10,000.00		
Rooftop Solar		\$ 35,000.00		
Heat Pump HVAC		\$ 45,000.00		
Contingency (5%)	\$ 4,485.00	\$ 14,100.00		
Staff Time	\$ 5,000.00			
Subtotal, Direct Project Related Expenses	\$ 99,185.00	\$ 296,100.00	\$ -	\$ 395,285.00
Developer Fee (specify % in column A below)				
0.00%				\$ -
Fiscal Sponsorship Fee (specify % in column A below)				
0.00%				\$ -
Grand Total All Expenses				\$ 395,285.00

National Flood Hazard Layer FIRMMette



122°41'47"W 38°1'11"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
MAP PANELS		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/6/2023 at 5:04 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

2023-24 Super-NOFA Application for Affordable Housing Funds

Marin County Housing & Federal Grants Division

This application is for affordable housing developers in Marin County, California who would like to apply for multiple state, local, and federal funding sources simultaneously. Please refer to the Notice of Funding Availability (NOFA) released on February 6, 2023 for detailed information about qualifications and application requirements.

The following grant sources and amounts are available through this application:

1. **Marin County Affordable Housing Fund (HTF) and State Permanent Local Housing Allocation (PLHA)** - \$2.3 million
2. **Federal HOME-ARP** - \$2.4 million
3. **Federal CDBG Housing** - \$600 thousand

Applicant Information

Organization Name

Canal Alliance

Website URL

Canalalliance.org

DUNS

Z27XHGWBW779

Mailing Address

91 Larkspur st
San Rafael, California, 94901

Project Contact Name

Yolanda Oviedo

Title

Senior Manager of Housing

Email Address

Yolandao@canalalliance.org

Phone Number

(415) 306-0443

Executive Director Name

Omar Carrera

Executive Director Email Address

OmarC@Canalalliance.org

Is there a co-applicant organization?

No

Briefly describe your organization, including mission, programs, staff experience, and number of clients served. Describe the co-applicant organization, if applicable.

Canal Alliance exists to break the generational cycle of poverty for Latino immigrants and their families by lifting barriers to their success. Because breaking the generational cycle of poverty is complex, we saw the need to include housing as part of our services. As a result, in 2000, we purchased a multi-family residential building and established a separate nonprofit organization, Canal Housing Alliance. Since 2018, when we merged Canal Housing Alliance with Canal Alliance, we have been operating our affordable housing program directly under Canal Alliance. Low-income Latino immigrants face many challenges to accessing programs and services, our program model aims to remove the many barriers that immigrants confront in attempting to access education, earning a living wage, and improving their financial security. Through a comprehensive approach that simultaneously improves individual and family wellness and financial stability, we offer integrated programs in the following service areas: immigration legal services, social services, youth and adult education, workforce development, and policy and civic engagement. Since March 2020, we've added new services to address the urgent needs in the community in areas including public health, financial and rental assistance, as well as affordable housing.

Each year, the organization collaborates with over 60 agencies and engages hundreds of volunteers to serve more than 4,000 individuals and families.

Significant Programs

Over the last four years, Canal Alliance has adeptly responded to new crises, including the Covid19 pandemic, while maintaining core services and expanding new programs and advocacy efforts.

Have there been any recent or upcoming leadership transitions?

No changes in leadership

Have there been any recent expansions or cutbacks in activities and/or budget? If so, please explain.

Canal Alliance remains in a strong financial position and now has a minimum 6-month operating reserve. This has been possible because of prudent budgeting, good financial management, and the growing support of key funders. Our development team is committed to maintaining this funding stability by continuing to diversify revenue sources, seeking renewed and increased support from new and existing individual donors, private and corporate foundation grants and government contracts.

If applicable, what is the organization's standing with licensing or other accreditation authorities?

N/A

How does your organization verify client income?

Tenants are required to show proof of income through Federal Tax returns, recent bank statements, recent paystubs, and/or any Social Security award letters. Section 8 tenants go through income verification through Marin Housing Authority.

General Project Information

Project Name

153 Novato st - Rehab

Project Address

153 Novato st
San Rafael, California, 94901

Assessor's Parcel Number (APN)

008-190-1

Funding Requests

Which funding source(s) are you seeking for this project? Please refer to the NOFA for a description of each funding source and eligible project types. Those applying for HOME-ARP funds are highly encouraged to apply for HTF/PLHA funds as well.

CDBG Housing

CDBG Housing Amount Requested

\$200,000

CDBG/HOME-ARP applicants only: Is this project located in a Special Flood Hazard Area, and therefore requires flood insurance?

Yes

Project Details

Scope of Work: Describe the proposed project, including details such as property characteristics, proposed use of funds, and number of housing units involved. Explain how the project will benefit the community.

Canal Alliance is requesting \$200,000 to remodel and upgrade two of its 12- low-income units at Marin Villa Estates at 153-Novato st San Rafael CA. This project will rehabilitate two of our twelve low-income units. This project includes renovation in the kitchen, and bathroom, new paint, and flooring in the entire unit. Canal Alliance has owned the building for over 20 years and there have been no updates in these units. The tile in the kitchen and bathroom has completely peeled off. The kitchen cabinets are hard to operate due to their age and some are unable to close or open properly. The units are due for an upgrade, tenants deserve positive and dignified living conditions.

Describe the property's history leading up to this request. Include when the organization acquired/will acquire the property, any previous requests for County funding, attempts to secure other financing, etc.

We have owned 12 units for over 20 years. In the past few years, we've made an analysis of our expansion of affordable housing efforts. We hope to purchase more buildings in the community, but we also want to improve the living conditions of the properties we currently own. We have attempted to apply for other county and City of San Rafael funding focused on acquisition efforts.

Describe any nearby amenities, such as parks, public transportation, grocery stores, health care facilities, schools, childcare, libraries, parks/open space, etc. that residents of the project are/would be able to use.

Pickleweed Park is the nearest and most popular park in the community. It serves as a gathering for recreation. It offers a large soccer field, a playground, and picnic tables. It also offers access to nearby trails with beautiful scenery. The Albert J. Boro Community Center is located at

Pickleweed Park and provides access to classes, activities, events, and City run programs. They have a public library and childcare services. They also offer the option for businesses and individuals to rent their space and hold activities.

Marin Community Clinics provides affordable health care to uninsured and low-income residents of Marin and has a location in the Canal. They provide a full range of primary health care and several specialty services. Marin Community Clinics is a vital part of the healthcare network community. Bahia Vista School is the local elementary school in the Canal. They cultivate a culture for individual differences and community values. It is within walking distance of all Canal residents. There are a number of local markets that are within walking distance for Canal residents. A few to name include Mi Tierra, Mi Rancho, Cardenas, and Target. The Canal neighborhood is a 2x2 mile radius and all essential services listed above are located in the Canal and are accessible by foot. This makes it very convenient and unique for the residents of the Canal.

Select the known environmental issues of the proposed project site, and/or adjacent properties if relevant.

Flood zone

Have you begun any state or federal environmental review procedures for the proposed project?

No

What is the anticipated timeline for the environmental review(s)?

We do not believe this is applicable, as we are doing interior renovation only. We will obtain all required permits from the building department. We are happy to have the County do an environmental review, if needed.

Who is the staff member that will supervise and manage the proposed project? Describe their past experience with project management.

Yolanda Oviedo, Senior Manager for Housing, will supervise and support the project. Her experience includes 5 years of project management including several construction/renovation projects in our offices and small projects in our properties.

Will the project involve hiring an external property management company?

No

If awarded funding, you will need to draft and submit an Affirmative Marketing Plan for this project. The plan would describe how you will market the project to different groups of people based on protected characteristics such as race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability. Please refer to the Affirmative Marketing tab of the [Federal Grants website](#) for more information.

Describe any prior experience with affirmative marketing or similar initiatives.

None

All projects funded by HUD programs must Affirmatively Further Fair Housing. This is defined as combating housing discrimination and taking meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to housing opportunities based on protected characteristics: race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.

CDBG/HOME-ARP applicants only: How will this project Affirmatively Further Fair Housing?

Canal Alliance’s 12-low income units are all occupied by a diverse group of community Canal residents. Our mission at Canal Alliance is to support Latino immigrants as it is the primary group that resides in the Canal. Clients are never turned away based on race, color, origin, native language, or sexual orientation.

Describe any past community engagement activities for this project, and future plans for community engagement.

None

Demographics and Unit Information

In the table below, enter the existing or anticipated number of units based on income level and bedroom count. Refer to the [Current Marin County Income Limits](#) to determine income level.

Anticipated Unit Count by Bedrooms and Income Level

	Extremely Low	Very Low	Low	Moderate	Market Rate	TOTAL UNITS
Studio						0
1 bed						0
2 bed	2					2
3 bed						0
4 bed						0
Other						0
TOTAL UNITS	2	0	0	0	0	2

Notes or clarifying information on the unit count:

Both tenants in units are below 30% AMI. One of the units is a Section 8 voucher holder.

In the table below, enter the demographics of the people who live (or will live) in the proposed housing project. If unknown, use the demographics of households within similar existing Marin complexes as the proposed project, within the organization’s purview. Specify the number of Hispanic/Latino residents in its stand-alone column. The “Total” column must include the number of Hispanic/Latino residents as part of the sum.

Are these numbers specific to the proposed project, or to a similar existing Marin complex?

Proposed project

Demographic Information

	Total Number of Persons	Persons Identifying as Hispanic/Latino
White	2	
Black/African American		

	Total Number of Persons	Persons Identifying as Hispanic/Latino
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		3
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black.African American		
Other Multi-Racial		
Other/Not Disclosed		
TOTAL (Unduplicated)	2	3

Fill in a number for each of the fields below. For new construction, or if you are unsure, please put 0.

Families

2

Female-headed households

1

Households that include person(s) with a disability

1

Notes or clarifying information on demographics:

Two households one with disabilities with female leaded households.

Project Planning

Select the current phase of the proposed project.

Predevelopment

Describe the project timeline and specify a real or estimated completion date for each milestone below. Add/explain any additional milestones as needed.

For acquisition projects:

For new construction and/or rehabilitation projects:

Define scope of work/finish design

Saturday, July 1, 2023

Complete planning and environmental review

Tuesday, August 1, 2023

Release bid package

Friday, September 1, 2023

Select contractor

Friday, September 15, 2023

Finalize contract

Saturday, September 30, 2023

Obtain building permits

Sunday, October 1, 2023

Start construction

Sunday, October 15, 2023

Complete construction

Friday, December 1, 2023

Explain any additional milestones for New and/or Rehabilitation Projects below:

Canal Alliance will work with the contractor and CDBG requirements to ensure the right timeline and documentation are needed.

CDBG/HOME-ARP applicants only: Describe any flexibility regarding your project's start/completion date.

Our timeline will be based on the availability of contractors and approval for these funds. We anticipate beginning the project soon after funds become available and should complete work in about 1-2 months.

Will you be seeking Project Based Section 8 Vouchers for this project?

No

Please be aware that if Project Based Section 8 Vouchers (PBV) are committed to the project, the environmental review process and subsidy layering must be completed before the acquisition is complete or construction commences. Actions taken prior to PBV being committed are not subject to this requirement.

Describe the type of site control that your organization has for the proposed property. If this request includes funds for acquisition, summarize the acquisition terms, price, contingencies, and conditions.

Canal Alliance owns the property at Marin Villa.

Expanding on the Scope of Work, please describe the rehabilitation that is proposed for the property and how it will address specific conditions (i.e., replacement needs, deferred maintenance, existing building violations, required seismic upgrades, building or health code problems). Please describe any other existing rehabilitation needs that are not included in the project scope and explain their exclusion.**KITCHEN RENOVATION:**

A) The following is a summary breakdown of some of the renovations of the existing kitchen: Demolish existing kitchen to bare studs including removal of all cabinets, countertops, sink, flooring, and drywall
Repair any damaged framing or subfloor, including floor & wall leveling/straightening

New decora-style GFCI outlets per code throughout kitchen
New LED lighting, switches, plug for dishwasher, and stove hood receptacle
New plumbing. Inspect all in-wall plumbing. Supply & install new kitchen waste line, new water supply angle stops, new braided stainless steel dishwasher connection, new stainless steel top-mount sink, and new kitchen faucet
New batt insulation in exterior kitchen walls
New 5/8" type-x sheetrock w/moisture resistant board at wet areas. Float, tape, & texture to match existing
Paint kitchen walls & ceiling
New white, shaker-style cabinets throughout to match the existing layout. Includes new trims, moldings, pulls, etc.
New door trims, baseboards, window sills, etc.
Repair existing kitchen heat supply ductwork & install new registers.
New flooring in the kitchen.
New countertops

BATHROOM COMPLETE RENOVATION

B) The following is a scope breakdown to completely renovate an existing bathroom:

Demolish existing bathroom to bare studs, including vanity, countertops, sink, tub or shower, flooring, and open walls.
Fix walls, subfloor, minor leveling, and door jambs, and install grab-bar backing
New GFCI outlets per code
New LED lighting and switches
New plumbing: new sink waste connection & trap, new ¼-turn angle stops, new shower valve & head, and new tub spout
New batt insulation in all bathroom walls for sound reduction
New 5/8 moisture-resistant drywall throughout with denshield tile backer at the shower surrounds.
Prime & paint all walls & ceilings in the bathroom area
New bathroom vanity, integral sink, and new faucet.
New door trims, baseboards, window sills, etc
Repair all bathroom heat supply ductwork & install new registers humidity sensing panasonic vent
New large format (18x24 or 12x24) floor tile.
New mirror, paper holder, towel bar, and grab bars if desired, shower chair if needed, and medicine cabinet if applicable
New bathtub or shower pan

REPLACE FLOORING & PAINT THE COMPLETE UNIT

Describe the accessibility of the building. Do you plan to make accessibility improvements?

There will be no accessibility improvements unless needed in the interior of the units. Ex. Grab bars or shower chairs in showers.

How will the rehabilitation be staged to minimize risk and inconvenience to the residents? If certain systems or parts of residents' units will be temporarily inoperable or unusable (e.g., kitchen or bathroom) during construction, what is the estimated duration of such interruptions? What mitigations will you provide?

In order to minimize risk and assure the safety of residents they will need to temporarily relocate during the rehabilitation. For efficiency, we plan to renovate both units simultaneously making them uninhabitable. Our budget includes the cost of temporarily relocating two tenant families.

Describe in detail any temporary relocation of existing tenants at the site due to proposed rehab activities. Explain why relocation is needed and provide the estimated duration and number of impacted tenants. If known, identify which laws (local, state, federal) must be followed in

carrying out the relocation.

Temporarily relocation will be needed for tenants at both units because units will be inhabitable due to the renovation of both units. This includes three tenants in one unit and two tenants in the other unit. The estimated time is 1.5-2 months.

Financing Plan

What is the status of all proposed project funding sources as of the date of this application?

We have not applied for other funding sources for this project.

What is the timing and likelihood for obtaining commitments of anticipated funding sources?

No funding sources for this project at this time.

In the event that any funding sources are not obtained or are committed at lower levels than requested, what alternatives will be pursued?

We will need to revise our project scope if funding sources are not obtained. We would likely scale back to renovating one unit and postpone the second unit until we were able to raise additional funding

For each item in your project budget, to be attached to this application, please explain how the budgeted amount was derived, whether costs are estimated or bid, and any other relevant information that justifies the budgeted expense (e.g., cost per square foot, percentage of other costs, estimated number of work hours).

The project budget for the rehabilitation costs was derived from a budget proposal from Matson Construction Management. They did a site inspection, and the estimates came from an evaluation of the condition of each unit. All units require almost the same amount of work, but our plan is to start rehabilitation on the units that are most damaged.

Is your organization receiving any other Marin County funding for this project?

No

Does your organization have unspent funds that were previously awarded by the County (for any project)?





No

CDBG/HOME-ARP applicants only: Describe your organization’s experience with administering federal grant programs. What experience do you have with Davis-Bacon prevailing wage and procurement requirements?

We have been a recipient of CDBG funds in the past and have successfully administered many grants in the past, including those from a federal source. We have not had experience with Davis-Bacon but we have the staff capacity to comply with any contract requirements and we have a very experienced architect who can help us with all aspects of construction management and compliance issues.

Attachments

Please closely review the Notice of Funding Availability (NOFA) for instructions on which documents you must attach. The County requires specific attachments for each funding type (HTF/PLHA, HOME-ARP, CDBG Housing). Please label your attachments in this manner: "2023-24 [Document Name] for [Organization Name]- [Project Name]."

 2023-24 FEMA FLOOD MAPpdf	 2023-24 Financial Statement... .pdf
 2023-24 Grant Budget Canalxlsx	 2023-24 Project EST COST C... .pdf

Certification

Please review your responses above for accuracy.

Name of Person Completing this Application

Yolanda Oviedo

Title of Person Completing this Application

Senior Manager for Housing

By checking this box,

I hereby certify that the information in this application is true and accurate to the best of my knowledge.



45 Brookside Drive | San Anselmo, CA 94960 | bret.matson@gmail.com | 702-280-6014

Property Address:

130 Novato St. Apartments
San Rafael, CA 94901

Client:

Canal Alliance

Proposal Number: 22-039

Re: 153 Novato St Renovations

3/8/2023

Thank you for your consideration of our Proposal. Below is a breakdown for your review. Scope of work is based on Permit Submittal V2 plans dated 8/26/22.

GENERAL PROJECT OVERVIEW

- A) This proposal includes daily cleanup.
- B) Work that is compliant with Cal-OSHA safety protocols & MCM SSSP
- C) COVID-19 safety protocols
- D) Supervision and oversight of project schedule & quality

KITCHEN COMPLETE RENOVATION

- A) The following is a scope breakdown of the cost to completely renovate an existing kitchen and includes:
 - 1. Mobilize all tools and equipment
 - 2. Demolish existing kitchen to bare studs including removal of all cabinets, countertops, sink, flooring, and drywall
 - 3. Dispose of all waste & debris at an approved facility offsite
 - 4. Repair any damaged framing or subfloor, includes minor floor & wall leveling/straightening
 - 5. Supply & install new decora style GFCI outlets per code throughout kitchen
 - 6. Supply & install new LED lighting, switches, plug for dishwasher, and stove hood receptacle
 - 7. Includes new plumbing. Inspect all in-wall plumbing. Supply & install new kitchen waste line, new water supply angle stops, new braided stainless steel dishwasher connection, new stainless steel top-mount sink and new kitchen faucet
 - 8. Supply & install new batt insulation in exterior kitchen walls

9. Hang new 5/8" type-x sheetrock w/moisture resistant board at wet areas. Float, tape, & texture to match existing
10. Prep, prime, and paint kitchen walls & ceiling
11. Supply & install new white, shaker-style cabinets throughout to match existing layout. Includes new trims, moldings, pulls, etc.
12. Supply & install new door trims, baseboard, window sills, etc.
13. Inspect/repair existing kitchen heat supply ductwork & install new registers. Inspect, clean, repair, and re-connect range hood
14. Supply & install new wood-look Nucore brand waterproof Luxury Vinyl Plank flooring in kitchen. Includes vapor barrier underlayment
15. Supply & install new quartz countertops (color TBD by owner)
16. Includes supervision, project coordination & daily cleanup

BATHROOM COMPLETE RENOVATION

- B) The following is a scope breakdown of the cost to completely renovate an existing bathroom and includes:
1. Demolish existing bathroom to bare studs, including vanity, countertops, sink, tub or shower, flooring, open walls. Dispose offsite
 2. Fix walls, subfloor, minor leveling, door jambs, install grab-bar backing
 3. Supply & install new GFCI outlets per code
 4. Supply & install new LED lighting and switches
 5. Includes new plumbing: new sink waste connection & trap, new 1/4-trun angle stops, new shower valve & head and new tub spout
 6. Supply & install new batt insulation in all bathroom walls for sound reduction
 7. Install new 5/8 moisture resistant drywall throughout with denshield tile backer at the shower surrounds.
 8. Prime & paint all walls & ceilings in the bathroom area
 9. Supply & install a new bathroom vanity w/stone top, integral sink, new faucet, and matching stone backsplash
 10. Supply & install new door trims, baseboard, window sills, etc.
 11. Inspect/repair all bathroom heat supply ductwork & install new registers
 12. humidity sensing panasonic vent
 13. Supply & install new large format (18x24 or 12x24) floor tile. Includes waterproofing installation over the entire bathroom subfloor prior to tile
 14. Supply & install new mirror, paper holder, towel bar, grab bars if desired, shower chair if needed, and medicine cabinet if applicable
 15. Includes new fiberglass bathtub or shower pan and (3) piece solid-surface (marble-look) shower or tub walls
 16. Includes supervision, project coordination & daily cleanup

REMOVE POPCORN CEILING – COMPLETE UNIT

- C) Includes:
1. Cover/protect floors & finished surfaces/furniture
 2. Remove existing popcorn ceiling

3. Minor prep/float of drywall surface
4. Prime & paint ceiling

REPLACE FLOORING – COMPLETE UNIT

- D) Includes:
- a. Demolish existing flooring & dispose offsite
 - b. Supply & install Nucore waterproof luxury vinyl plank wood-look flooring with vapor-barrier underlayment
 - c. Supply & install new rubber cove base

PAINT COMPLETE UNIT

- E) Scope includes:
- a. Prep walls, (fill holes, fix minor cracks, etc.)
 - b. Prime and paint walls (color TBD by Owner)
 - c. Prime and paint trims & baseboard

EXCLUSIONS

I. EXCLUSIONS:

- A) Asbestos removal
- B) Permit fees (MCM will help procure permits and submit cost of permits for reimbursement)

KITCHEN UNIT PRICING

F) The following are approximate UNIT COSTS to renovate individual components of the unit kitchens:

1. ELECTRICAL: New decora style GFCI outlets per code throughout kitchen, new plug for dishwasher, new plug for garbage disposal, new plug for range hood

a. **\$2,300**



2. ELECTRICAL: New LED lighting (retrofit can lights or surface mount low-profile LED fixture) & decora style dimmer switches

a. **\$2,100**



Wafer™ LED Ultra-Thin Recessed Downlight



Ideal for use in a breadth of indoor and outdoor residential, hospitality, light commercial and multi-family applications.

CS CONTRACTOR SELECT



Easy Installation



Affordable Lighting Solutions



5-Year Limited Warranty

3. PLUMBING: Supply & install new kitchen waste line, new water supply angle stops, new braided stainless steel dishwasher connection

a. **\$1,900**

4. PLUMBING: New stainless-steel top-mount sink and kitchen faucet

a. **\$1,400**

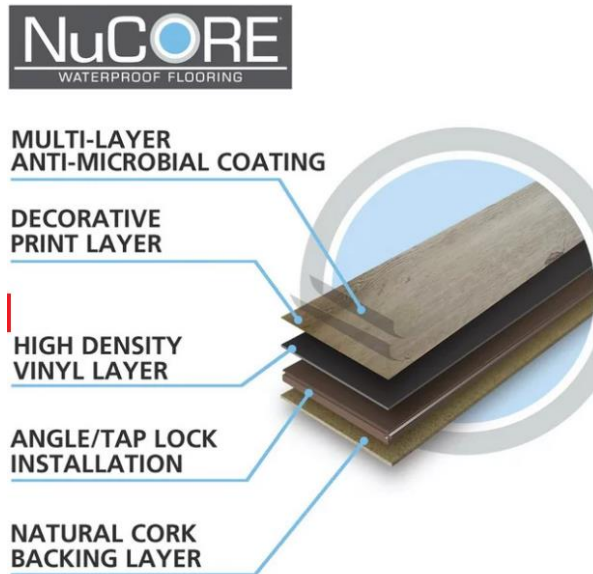


- 5. PAINT: Prep, prime, paint kitchen walls & ceiling
 - a. **\$3,500**

- 6. CABINETS: Supply & install new shaker-style cabinets (color white) throughout kitchen including new trims, moldings, toe-kicks, & pulls
 - a. **\$8,000**



- 7. FLOORING: New wood-look Nucore brand waterproof Luxury Vinyl Plank and vapor barrier underlayment
 - a. **\$2,400**



8. COUNTERTOPS: Quartz countertops (color TBD by owner)

a. **\$2,650**

Quartz Countertops



QZ-SPGY Kitchen Countertop

[View Details](#)



QZ-SPW Kitchen Countertop

[View Details](#)



MSI-PQ3092 Kitchen Countertop

[View Details](#)



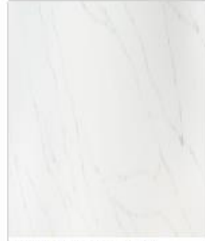
MSI-PQ3090 Kitchen Countertop

[View Details](#)



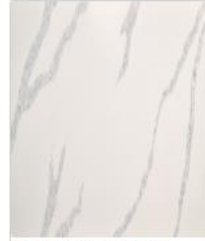
MSI-PQ3099 Kitchen Countertop

[View Details](#)



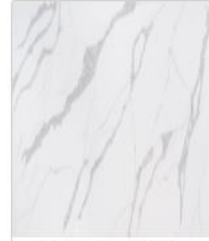
MSI-PQ3093 Kitchen Countertop

[View Details](#)



MSI-PQ3094 Kitchen Countertop

[View Details](#)



MSI-PQ3095 Calacatta Leon Kitchen Countertop

[View Details](#)



MSI-PQ3098 Mystic Gray Quartz Kitchen Countertop

[View Details](#)



MSI-PQ3097 Calacatta Arno Quartz Kitchen Countertop

[View Details](#)



MSI-PQ3096 Calacatta Trevi Quartz Kitchen Countertop

[View Details](#)

CDBG Housing Project Budget Template

Organization Name: CANAL ALLIANCE
Project Title: Marin Villa Rehabilitation

Date: March 17, 2023

INCOME:	Federal Grants Request	Other Funding Sources	In Kind	Total Proposed Project Income
<u>Committed</u>				
Foundations:				
<i>(Add rows)</i>				
Government:				
<i>(Add rows)</i>				
Corporations:				
<i>(Add rows)</i>				
Individual Contributions: (list total):				
Earned Income:				
<i>(Add rows)</i>				
Other (specify):				
<i>(Add rows)</i>				
Subtotal, Committed Income		\$ -	\$ -	\$ -
<u>Uncommitted</u>				
Federal Grants Request	\$ 200,000.00			
Foundations:				
<i>(Add rows to list other Foundations)</i>				
Government:				
<i>(Add rows to list other Government agencies)</i>				
Corporations:				
<i>(Add rows to list other Corporations)</i>				
Individual Contributions:				
<i>(Add rows to list other Contributions)</i>				
Other (specify):				

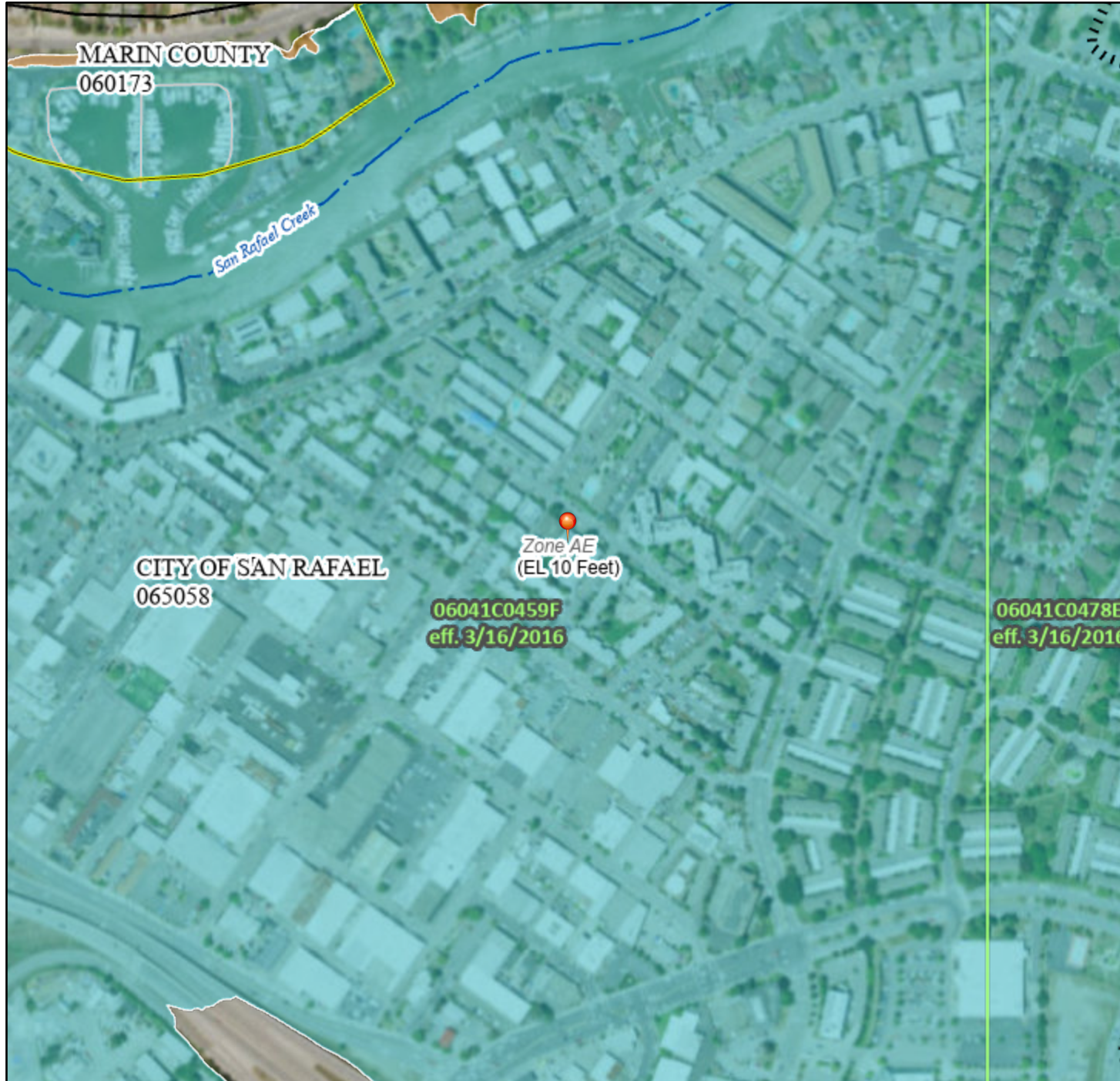
<i>(Add rows to list others)</i>				
Subtotal, Uncommitted Income	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00
Other				
Earned Income:				
<i>(Add rows)</i>				
Subtotal, Earned Income		\$ -	\$ -	\$ -
Grand Total Income	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00

EXPENSES (Add rows to list other expenses)	Federal Grants Request Year 1	Other Funding Sources	In Kind	Total Proposed Project Expenses
Direct Project Related Expenses				
Acquisition				
Purchase price				
Title/Recording/Escrow				
<i>(Add rows to list other direct project expenses)</i>				
Pre-development				
Architecture & engineering				
Phase 1				
Market Study				
Entitlements/Zoning				
<i>(Add rows to list other direct project expenses)</i>				
General Development				
Rehab 153-2	\$ 97,705.00			
Rehab 153-4	\$ 97,705.00			
Relocation Cost	\$ 4,590.00			
<i>(Add rows to list other specific project expenses)</i>				
Subtotal, Direct Project Related Expenses	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00
Developer Fee (specify % in column A below)				
0.00%				\$ -
Fiscal Sponsorship Fee (specify % in column A below)				
0.00%				\$ -
Grand Total All Expenses				\$ 200,000.00

National Flood Hazard Layer FIRMMette



122°30'33"W 37°58'6"N



0 250 500 603 1,000 1,500 2,000 Feet 1:6,000
 Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation 17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/16/2023 at 8:34 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.