



ISLAND CITY DEVELOPMENT AGENDA

AGENDA **SPECIAL MEETING OF ISLAND CITY DEVELOPMENT**

DATE & TIME **Wednesday, January 17, 2024 - 6:02 PM**

LOCATION

Independence Plaza, 703 Atlantic Avenue, Alameda, CA 94501

PUBLIC PARTICIPATION

Public access to this meeting is available through the Zoom link below:

Join Zoom Meeting

<https://us06web.zoom.us/j/88946959564?pwd=OVJpYUcya05ROEFTZEI2aENNa24vUT09>

Meeting ID: 889 4695 9564

Passcode: 067149

One tap mobile

+16694449171,,88946959564#,,,,*067149# US

+12532158782,,88946959564#,,,,*067149# US (Tacoma)

Dial by your location

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Meeting ID: 889 4695 9564

Passcode: 067149

Find your local number: <https://us06web.zoom.us/j/88946959564>

1. CALL TO ORDER & ROLL CALL
2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Directors must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Director cannot participate in meetings of the Board of



Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

3. PUBLIC COMMENT (Non-Agenda)
4. CONSENT CALENDAR (Action)
 - A. Approve Minutes of the Regular Annual Board of Directors Meeting held on December 20, 2023.
 - B. Accept the Monthly Update on Construction in Progress (CIP) and Authorize the Executive Director to Sign Amendment 7 to the North Housing contract with Engeo for soil management related environmental services in the amount of \$36,800.
 - C. Accept the Monthly Development Report for The Estuary I.
 - D. Approve to Write-off of Uncollectible Accounts Receivable from Former Tenants
 - E. Authorize the Creation of ICD Shinsei LLC, a California limited liability company to enter Shinsei Gardens Apartments, L.P. as a Substitute Limited Partner, authorized to accept the assignment of the withdrawing Limited Partner's 99.99% limited partner interest and subsequently accept the assignment of the withdrawing Special Limited Partner's 0.001% interest in the partnership and Authorize the President, or her assigns, to Negotiate and Execute a Revised Limited Partnership Agreement to align with the Continued Operating Agreement with Resources for Community Development effective July 1, 2023.
 - F. Authorize the Executive Director to Execute Contracts Totaling Up to \$324,710 to the Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services for the Three Separate Contracts for The Estuary I, The Estuary II, and Linnet Corner.
5. NEW BUSINESS
 - A. Adopt the Authorizing Resolution No. 2024-2 for the Ground Lease, Seller and Cash Loans and Approve Financing Structure for The Estuary I. Authorize the President to Negotiate and Execute all Documents to Create The Estuary Owners Association, a California nonprofit mutual benefit corporation, to serve as the Condominium Association for The Estuary I and Estuary II projects.
 - B. Adopt the Authorizing Resolution No. 2024-01 for the Ground Lease and Cash Loans, Approve the Financing and Ownership Structure for Linnet Corner, and Approve and Authorize the President to Negotiate and Execute a Contract Not to Exceed \$31,305,183.75 with J.H. Fitzmaurice for General Contractor Services.
6. NON-AGENDA (Public Comment)
7. WRITTEN COMMUNICATIONS



- A. Rosefield Village Inquiries
- 8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
- 9. ADJOURNMENT

NOTES:

- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Sarah Raskin at (510) 747-4360 (TTY/TRS: 711) or sraskin@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.
- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- Know Your RIGHTS Under The Ralph M. Brown Act: Government’s duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people’s review. In order to assist Island City Development’s efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help Island City Development accommodate these individuals.

IF YOU WISH TO ADDRESS THE BOARD:

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker’s slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.
- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
- Applause and demonstrations are prohibited during Board meetings.





Minutes – Draft Until Approved

Island City Development

Regular Meeting, December 20, 2023

In person at Independence Plaza Community Room, 703 Atlantic Avenue, Alameda Ca 94501, and Teleconference via Zoom

1. CALL TO ORDER & ROLL CALL

Director Cooper called the meeting to order at 8:30 PM. The following Board members were present: Director Vanessa Cooper, Director Carly Grob, and Director Greg Kats; quorum established. Staff in attendance: Sylvia Martinez, Sarah Raskin, Paris Howze, Jenny Wong, Stephen Zhou, Richard Yoshida, Filipo De Luca, Shemika Green, Trevor Jones, Bulbul Goswami, Louie So and Jasmine Polar.

2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Directors must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.
3. Closed Session – 8:34 p.m. - Adjournment to Closed Session to Consider:
 - A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8.
Property Location: 1628 Webster Street, Alameda CA 94501
Assessor’s Parcel Number 73-418-4-1
Agency Negotiators: Vanessa Cooper, Executive Director, and Sylvia Martinez, Director of Housing Development, Tony Weng, Senior Project Manager, Negotiating Parties: Alameda Hospitality, LLC;



Under Negotiation: Price and Terms

4. Adjournment of Closed Session

Director Cooper adjourned Closed Session at 8:40 p.m.

5. RECONVENE REGULAR MEETING

Director Cooper reconvened the Regular Meeting at 8:40 p.m.

6. Announcement of Action Taken in Closed Session, if any.

Director Cooper announced that during Closed Session the Board discussed item 3A.

7. PUBLIC COMMENT (Non-Agenda) **NONE**

8. CONSENT CALENDAR (Action)

- A. Approve Minutes of the Regular Board of Directors Meeting held on November 15, 2023.
- B. Accept the Monthly Development Report for Linnet Corner.
- C. Approve the 2024 ICD Annual Budget
- D. Accept the 2022 Audited Financial Statements and Tax Returns for Island City Development
- E. Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for the Fiscal Year and Calendar Year 2023.
- F. Authorize President to Negotiate and Enter Into Reimbursement Agreements between Lakehurst and Mosley LP, Mosley and Mabuhay LP and Mabuhay and Lakehurst LP with the Housing Authority of the City of Alameda for Repayment of An Amount Not to Exceed \$4,500,000 for North Housing Block A Offsites Work.
- G. Authorize the President to Negotiate and Enter Into Reimbursement Agreements between Lakehurst and Mosley LP, Mosley and Mabuhay LP, and Mabuhay and Lakehurst LP with the Housing Authority of the City of Alameda for Repayment of An Amount Not to Exceed \$5,003,993 for North Housing Block A Soil Stabilization Work.

No Comments. Director Grob motioned to accept consent calendar items 8A – 8G, Director Cooper seconded. A call for all in favor, the motion passed unanimously.

9. NEW BUSINESS

- A. Adopt Resolution No. 2023-13 to Apply for National Housing Trust Funds for Estuary II

Staff S. Martinez presented the Resolution which will allow ICD to accept funds from the National Housing Trust Fund. Because the National Housing Trust Fund is a federal application, ICD needs



Board approval to accept the loan. ICD is applying for fund for Estuary II in case of the event that the SuperNOFA application is unsuccessful. The amount written in the resolution may fluctuate, but ICD will apply for the most competitive amount.

Director Kats moved to accept the motion. Director Grob seconded the motion. A call for all in favor, the motion passed unanimously.

- B. Adopt the Authorizing Resolution No. 2023-12 for the Ground Lease, Seller and Cash Loans, Approve Financing and Ownership Structure for The Estuary I, Approve Amendment to the Joint Development Agreement between AHA and ICD, Approve and Authorize the President to Negotiate and Execute a Contract Not To Exceed \$26,398,006.72 with J.H. Fitzmaurice for General Contractor Services, Approve and Authorize the President to Execute the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$1,777,600.00 with HKIT Architects, Approve and Authorize the President to Execute the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$254,060.00 with Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services, Approve and Authorize the President to Execute the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$296,200.00 with ENGEO, Inc. for Geotechnical and Engineering Services, and Approve and Authorize the President or Designee to Negotiate and Execute the Loan Documents for a Loan Up to \$165,000 to the Housing Authority of the City of Alameda for Payment of Project Management Fees.

Staff J. Wong presented the Resolution which will authorize the trifurcation of the existing architect, civil engineering, and geotechnical engineering contracts, and a potential loan to AHA for the Estuary I project. The investor and the lender for the Estuary I project requested that each of the previously approved contracts (a contract with HKIT for architectural services, a contract with Carlson Barbee and Gibson Inc for civil engineering services, and a contract with ENGEO Inc for geotechnical engineering services.) be separated into three standalone contracts, resulting in a set of consultant contracts per project for a third of the costs.

The CBG civil engineering and ENGEO geotechnical contracts will not change in total value. Staff is requesting an increase to the total HKIT contract of \$524,622 to account for expanded construction administration costs and \$90,000 in contingency. This brings the HKIT contract total to \$2,392,222, which will be divided equally among the three projects.



Staff's recommendations were:

-Approve Amendment to the Joint Development Agreement between AHA and ICD,

-Approve and Authorize the President to Negotiate and Execute a Contract Not To Exceed \$\$26,398,006.72 with J.H. Fitzmaurice for General Contractor Services,

-Approve and Authorize the President to Execute the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$2,392,222.00 with HKIT Architects,

-Approve and Authorize the President to Execute the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$254,060.00 with Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services,

-Approve and Authorize the President to Execute the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$296,200.00 with ENGEO, Inc. for Geotechnical and Engineering Services, and

-Approve and Authorize the President or Designee to Negotiate and Execute the Loan Documents for a Loan Up to \$165,000 to the Housing Authority of the City of Alameda for Payment of Project Management Fees.

Staff J. Wong closed the presentation by thanking fellow staff members for their work on the Estuary I project. Directors Kats, Cooper, and Grob seconded their gratitude for AHA staff's efforts.

Director Grob moved to accept the motion. Director Kats seconded the motion. A call for all in favor, the motion passed unanimously.

10. NON-AGENDA (Public Comment) **NONE**

11. WRITTEN COMMUNICATIONS **NONE**

12. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF **NONE**

13. ADJOURNMENT

Director Cooper adjourned the Meeting at 8:59 p.m..







ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 4.B

To: Board of Directors
Island City Development

From: Joseph Nagel, Construction Project Manager

Date: January 17, 2024

Re: Accept the Monthly Update on Construction in Progress (CIP) and Authorize the Executive Director to Sign Amendment 7 to the North Housing contract with Engeo for soil management related environmental services in the amount of \$36,800.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) and its affiliate, the Alameda Affordable Housing Authority (AAHC), own and operate multifamily property throughout Alameda. Periodically, work is scheduled to maintain and upgrade existing buildings, or to improve property that is anticipated to be redeveloped in the future. In 2022, AHA and AAHC obtained Physical Needs Assessments on all properties over 5 years old. These assessments delineated capital needs over a 15-year period, but also highlighted any health/safety needs and items for short-term attention. AHA and AAHC have completed or begun all health/safety items, and plan to address short-term needs through the annual budgeting process for every property. In addition, three properties (China Clipper, Independence Plaza and Esperanza) were targeted as having substantial long-term needs, and staff is beginning to study how these investments might be funded. There are multiple sizeable projects being planned or underway at this time. Staff prioritizes work that is health and safety-related, lender-required, or provide risk mitigation. This report serves to provide updates on this work. A formal update to the Board is expected in 2024.

DISCUSSION

The following construction projects are in progress as of this Board Meeting.

1. North Housing Master-Plan Site Preparation

Block A of Site: North Housing, 501 Moseley

Purpose: Prepare site for future development of affordable housing

Timeline: October 2023 to January 2024

Status: Notice to proceed issued on 10/4/2023. The contractor began site mobilization on 10/10/2023. By the end of December, site preparation was 83.93% complete. There are two pending change orders to the construction contract associated with de-energizing electrical equipment and soil offhaul. Staff is seeking approval of a pending increase to the contract with Engeo for environmental services associated with implementing the Soil Management Plan. The change orders are covered by project contingencies.



2. Below Market Rent unit renovation

Site: 410 Tucker Ave.

Purpose: Renovate this recently-purchased affordable home so that it can be rented.

Status: Renovations are complete. HQS inspection is pending.



3. Eagle Village Siding/Paint Repairs

Site: Eagle Village

Purpose: Lender required exterior repairs and new exterior paint



Timeline: Work is expected to take 5-6 Months (Weather Permitting).

Status: An RFP was issued, and a contractor has been selected. The work is expected to start in January 2024 and be completed by June 2024.

4. Parrot Village Siding/Paint Repairs

Site: Parrot Village

Purpose: Lender required exterior repairs and new exterior paint

Timeline: Work is expected to take 5-6 Months (Weather Permitting).

Status: Siding replacement has begun and is 95% complete. Paint will begin in January 2024 (weather permitting)

5. Guardrail and Stair Handrail Renovations

Sites: Esperanza, China Clipper, Lincoln House, Anne B. Diament, Stanford House and Parrot Gardens

Purpose: Upgrade guard rails and handrails for safety reasons as noted in the 2022 Physical Needs Assessments (PNAs).

Timeline: The work should take 8-10 weeks to complete.

Status: An RFP was issued on 8/28/2023 and a bid walk conducted 9/26/2023. We received (1) proposal for the work at these (6) properties and are enlisting the services of an independent cost estimator to validate the bid.

6. China Clipper Electrical Upgrade

Site: China Clipper

Purpose: Upgrade electrical panels for safety reasons as noted in 2022 PNA.

Timeline: The work is expected to take 6-8 weeks.

Status: An RFP for this scope was issued on 9/12/2023. Proposals were due 10/16/2023. We received 2 proposals for the work and are working with the lowest bidder to provide submittal documents for the building permit.

7. Anne B. Diament Balcony Repairs

Site: Anne B. Diament

Purpose: Repair balconies in compliance with Senate Bill 721.

Timeline: This scope of work is expected to take 6 months to complete.

Status: The permit plans have been submitted to the City of Alameda Building Department, and are under review by a third party plan checker. We expect work to begin in early 2024.

8. Independence Plaza Balcony Repairs/Sewer Study

Site: Independence Plaza

Purpose: Balconies were repaired in 2022-23 in accordance with Senate Bill 721. To finalize the permits. The Private Sewer Laterals must be pressure/vacuum tested by East Bay Municipal Utility District (EBMUD).

Timeline: This work is expected to take 2-3 weeks to complete. (Weather Permitting)

Status: This work began in December and is expected to be completed by the end of January 2024 (Weather Permitting). There have been a couple of days delay due to weather.



However, we are still on track to complete this work in January.

FISCAL IMPACT

Funding for the North Housing Master Plan was approved by the Board of Commissioners in August 2023. Funding for repairs and maintenance on existing properties owned by either AHA or the AAHC is from either project reserves or the 2022 Reserve Policy Preservation Budget, as adopted by the AHA Board of Commissioners. Funding for the Independence Plaza Balcony repair is also being supported by redevelopment funds from the City of Alameda.

CEQA

None

RECOMMENDATION

Accept the Monthly Update on Construction in Progress (CIP) and Authorize the Executive Director to Sign Amendment 7 to the North Housing contract with Engeo for soil management related environmental services in the amount of \$36,800.

ATTACHMENTS

1. Draft Engeo Amendment 7

Respectfully submitted,



Joseph Nagel, Construction Project Manager

AMENDMENT NO. 7 TO CONSULTANT SERVICES CONTRACT

This Amendment of a Consultant Services Contract by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and ENGEO Incorporated, a California corporation, whose address is 2010 Crow Canyon Place, Suite 250 San Ramon, CA 94583, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS

A. On December 1, 2021, a Consultant Services Contract was entered into by and between AHA and Consultant.

B. The effective date of this Amendment shall be December 1, 2023.

C. The Original Consultant Services Contract limited the Compensation to Consultant to a not exceed amount of thirty-eight thousand dollars and zero cents (\$38,000.00) for the term of the contract which ends on December 31, 2024 unless extended or terminated.

D. Contract amendment no. 1 increased the total compensation from thirty-eight thousand dollars and zero cents (\$38,000.00) to forty-nine thousand and five hundred dollars and zero cents (\$49,500.00) for the term of the contract.

E. Contract amendment no. 2 increased the total compensation from forty-nine thousand and five hundred dollars and zero cents (\$49,500.00) to fifty-nine thousand and five hundred dollars and zero cents (\$59,500).

F. Contract amendment no. 3 increased the total compensation from fifty-nine thousand and five hundred dollars and zero cents (\$59,500) to sixty-four thousand and five hundred dollars and zero cents (\$64,500.00).

G. Contract amendment no. 4 increased the total compensation from to sixty-four thousand and five hundred dollars and zero cents (\$64,500.00) to one hundred thirty-nine thousand and seven hundred dollars and zero cents (\$139,700.00).

H. Contract amendment no. 5 was authorized by AHA's board on October 25, 2023 and increased the total compensation from one hundred thirty-nine thousand and seven hundred dollars and zero cents (\$139,700.00) to two hundred ninety-two thousand and seven hundred dollars and zero cents (\$292,700).

I. Contract amendment no. 6 was executed on December 8, 2023 and increased the total compensation from two hundred ninety-two thousand and seven hundred

Amendment No. 7
ENGEO – North Housing Block A

dollars and zero cents (\$292,700) to two hundred ninety-six thousand and two hundred dollars and zero cents (\$296,200).

J. All conditions of the Consultant Services Contract will remain the same except as amended below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

The not to exceed amount for the entire Contract shall be amended from two hundred ninety-six thousand and two hundred dollars and zero cents (\$296,200) to three hundred thirty-three thousand dollars and zero cents (\$333,000).

The additional scope of work and fee is documented in Attachment A dated December 22, 2023, for up to thirty-six thousand eight hundred dollars and zero cents (\$36,800) for as needed environmental consultation services throughout the project, additional reliance letters if required, stockpile sampling and the preparation of a Soil Management Completion Report upon completion of soil removal activities.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this modification of the Consultant Services Contract to be executed on the day and year first above written.

“CONSULTANT”

ENGEO Incorporated, a California corporation

By: _____

Name: Shawn Munger

Its: Principal

“AHA”

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

By: _____

Vanessa Cooper, Executive Director

DRAFT

Project No.
19799.000.002

December 22, 2023

Ms. Bridget Galka
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

Subject: North Housing – Block A
Alameda, California

PROPOSAL FOR ENVIRONMENTAL SERVICES

Dear Ms. Galka:

Thank you for requesting this proposal for environmental services for the subject site (Property) in Alameda, California.

PROPOSED SCOPE OF SERVICES

We propose the following scope of services.

Phase 006 – Consultation

We will continue to provide environmental consultation services as necessary throughout the project, including communication with the team, project stakeholders, regulatory agencies, and other outside parties. We propose to increase the existing consultation budget.

Phase 007 – Third-Party Reliance Letters

We prepared two reliance letters for previous environmental reports prepared for the Property. If additional reliance letters are requested, they will be billed under Phase 006 at a cost of \$1,500 per letter.

Phase 008 – Stockpile Sampling

ENGEO collected seven soil samples from the on-site stockpile for waste classification purposes. The samples were analyzed for chromium by EPA Method 6020 and soluble threshold limit concentration (STLC) extractions were performed. The samples were analyzed on a 24-hour turnaround time.

Phase 009 – Soil Management Completion Report

Upon completion of soil removal activities, ENGEO will prepare a Soil Management Completion Report (SMCR) to summarize field activities, sampling, stockpile management, soil mitigation, groundwater management activities, and health and safety. The letter will include supporting documentation, including photograph logs, analytical laboratory reports, data summary tables, and waste management records. The SMCR will be submitted to DTSC, Navy, and USEPA within 60 days after completion of the SMP activities.

FEE

We propose to perform the above-described scope of services for a fee of **\$36,800**, as itemized in the table below.

SCOPE	FEE
Phase 006 – Consultation	\$20,000 (time-and-expense)
Phase 007 – Third-Party Reliance Letters	\$3,000 (fixed fee)
Phase 008 – Stockpile Sampling	\$4,800 (fixed fee)
Phase 009 – Soil Management Completion Report	\$9,000 (fixed fee)

REQUEST FOR CHANGE ORDER

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of one hundred thousand dollars or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

If the above scope of services and fee are acceptable, please issue a change order to the existing contract as our authorization to proceed. Our services are unable to commence without prior receipt of an executed agreement.

We look forward to serving you on this project. If you have any questions or comments regarding this proposal, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated


Jenna Keith
Staff Engineer


Nadine Periat, PG
Associate

jk/np/ca

Attachment: Request for Change Order



2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583-4634
(925) 866-9000 | FAX (888) 279-2698

REQUEST FOR CHANGE ORDER

TO: Ms. Bridget Galka
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

DATE: December 22, 2023

ENGEO Project No.: 19799.000.002
Phases: 006-009
ENGEO Contact: Jenna Keith

PROJECT NAME: North Housing – Block A

ORIGINAL CONTRACT NO.: Consultant Services Contract
ORIGINAL CONTRACT DATE: December 1, 2021

Additional Scope of Services:

In accordance with the attached proposal dated December 22, 2023.

Estimated Additional Fees:

For a fee of **\$36,800**, in accordance with the attached proposal dated December 22, 2023.

If you are in agreement with the scope of services and fees outlined in this request, please forward a change order to the above-referenced original contract as authorization for us to proceed. All other terms and conditions of the original contract shall remain in effect.

ENGEO INCORPORATED

BY: 

PRINTED NAME: Shawn Munger

TITLE: Principal

DATE: December 22, 2023

jk/np/sm/ca



ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development
From: Jenny Wong, Senior Project Manager
Date: January 17, 2024
Re: Accept the Monthly Development Report for The Estuary I.

BACKGROUND

The Estuary I, formerly known as North Housing PSH I, is the first of three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. As of May 30, 2019, the North Housing parcel is under the Housing Authority of the City of Alameda (AHA) ownership.

The Estuary I project, located at 500 Mosley Avenue, includes the new construction of 45 units permanent supportive housing for formerly homeless individuals and households. AHA is leading the development under a homeless accommodation conveyance, alongside providers Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. The overall project scope includes construction of a new building featuring onsite laundry, property management offices, social services coordination offices, a community room, bicycle parking, and ground improvements to Lakehurst Circle and Mabuhay Street.

The building permit is ready to be issued upon payment of building permit fees. The Estuary I project is expected to close its financing and begin construction by the end of January 2024. Construction of The Estuary I will take approximately 18 months. Please see previous Board reports for project details prior to this report.

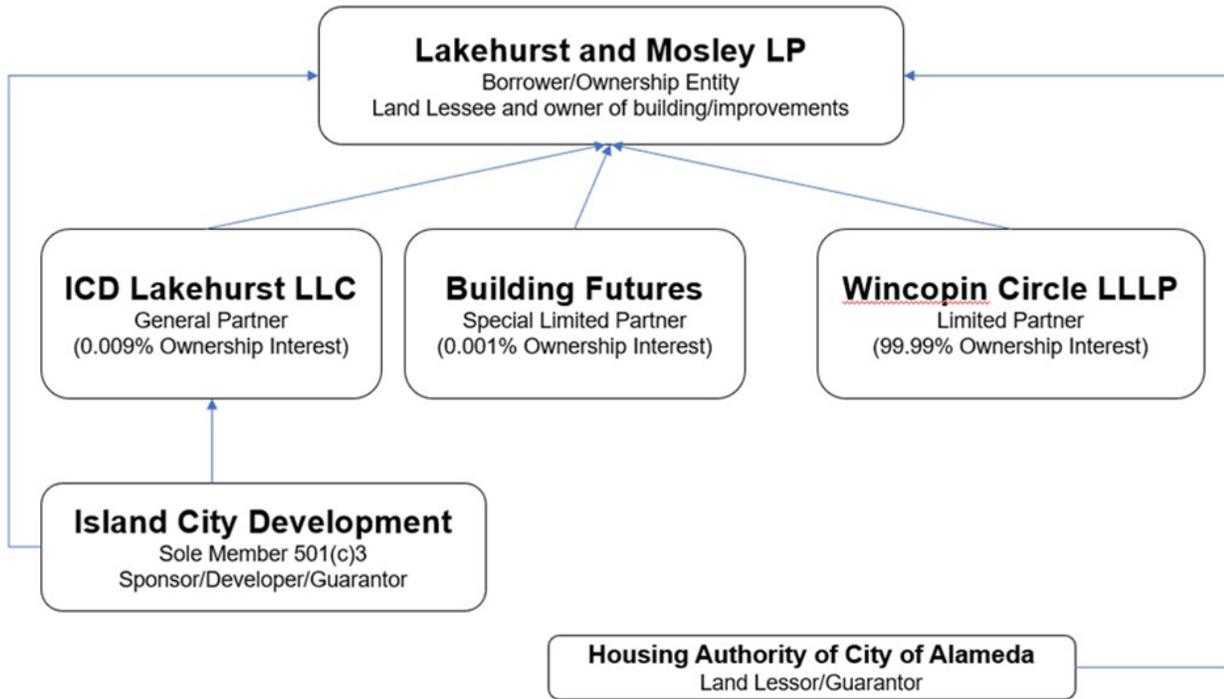
DISCUSSION

Organizational Structure

The tax credit investor and limited partner will be Enterprise Community Partners and the construction and permanent lender will be Bank of America. ICD Lakehurst LLC has been formed to serve as the general partner of the tax credit partnership, Lakehurst and Mosley LP (Partnership). ICD is the sole member of the general partner, ICD Lakehurst LLC. At loan closing, AHA will be admitted into the Partnership as a placeholder for the special limited partner. Per the Amended and Restated MOU and Term Sheet dated October 21, 2021 (A&R MOU/TS), Building Futures will ultimately be admitted into the Partnership as special limited partner per the organizational chart below. AHA is the initial limited partner and will be replaced by Enterprise as Investor at construction loan closing.



The Estuary I Organizational Chart



Funding

The project was awarded Section 8 Project-Based Vouchers (PBVs) for 40 of the 45 total units. The Partnership and AHA executed the Agreement to Enter into a Housing Assistance Payment contract (AHAP) on October 4, 2023.

On December 20, 2023, the Board approved Authorizing Resolution No. 2023-12 and the financing and ownership structure for The Estuary I project. Project financing includes investor equity through the sale of 9% Low Income Housing Tax Credits and California State Tax Credits; two soft loans (repaid by cash flow) from AHA, one for sponsor takeback financing and one from AHA cash reserves; Alameda Affordable Housing Trust Fund (AAHTF) loan from Alameda Affordable Housing Corporation (AAHC); PLHA loan, CDBG funds, HOME funds, and waived development impact fees from the City of Alameda; Affordable Housing Program (AHP) loan from AHA as the Sponsor through the Federal Home Loan Bank of San Francisco (FHLB); General Partner (GP) equity; and conventional debt that will be supported by tenant rents and forty (40) PBVs. In a related item on this agenda, Staff is requesting Board approval of Authorizing Resolution No. 2024-2 which includes a modification of the loan structure of the CDBG funds per City of Alameda request.

Related Agreements and Development Items

Staff is working with legal counsel and design consultants to prepare a document to be recorded against the land demonstrating the condo air space division of the parcel shared between The Estuary I and The Estuary II projects. This condo will be the legal parcel for The Estuary II, which is adjacent to The Estuary I and on the same parcel. Staff is also working to prepare a reciprocal access easement between The Estuary I partnership, The Estuary II partnership, and Linnet Corner partnership that will outline shared amenities and



utilities, including but not limited to, common areas, car and bicycle parking, lighting, sidewalks, and utility infrastructure, as needed to support the operations of each project. The condo division and reciprocal access easement are contemplated as part of the master plan for the Block A site.

The North Housing Site has an existing Reciprocal Easement Agreement between AHA and the neighboring property owner of Admirals Cove Apartments, CP VI Admirals Cove, LLC for the use of Lakehurst Circle. The approved first phase parcel map made adjustments to Lakehurst Circle, a private street located on the western portion of the site. Staff is working with the neighbor on a street maintenance and lien agreement for Lakehurst Circle.

The three agreements referenced above will be brought back to the Board for ratification in 2024.

FISCAL IMPACT

The Board authorized a pre-development loan to ICD totaling \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for Block A of the North Housing project, which includes 155 units of permanent supportive and senior housing, including Estuary I. Funds are disbursed to ICD on an as-needed basis. The Block A project portions will be converted into the permanent phasing for those projects, as approved by the Board. The current total available pre-development loan balance is \$982,683 net of anticipated soil stabilization costs. No additional pre-development funding is required to start construction. Please refer to the attached chart summarizing expenses through December 31, 2023 (Attachment 1).

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Development Report for The Estuary I.

ATTACHMENTS

1. North Housing Expenses Chart Through December 31, 2023

Respectfully submitted,



Jenny Wong, Senior Project Manager



North Housing Block A Predevelopment Expenses Chart Through December 31, 2023.

North Housing Block A	Total
The Estuary I – 45 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,392,172
The Estuary II – 46 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,160,587
Linnet Corner – 64 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,460,564
Grand Total	\$4,013,324
Anticipated Soil Stabilization Costs for Block A	\$5,003,993
Remaining Predevelopment Loan Available for Block A	\$982,683

North Housing	Total
Remaining Nine (9) Acre Land Carrying Costs and Site Pre-Development (includes master planning and demolition) *Shown for informational purposes only	\$4,000,000



ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Louie So, Director of Finance

Date: January 17, 2024

Re: Approve to Write-off of Uncollectible Accounts Receivable from Former Tenants

BACKGROUND

Periodically, the properties owned by Island City Development (Everett Commons, Littlejohn Commons and Rosefield Village), write-off uncollectible rent and miscellaneous charges from its tenant ledgers. The term "write-off" indicates a procedure where past due amounts from tenants, who are no longer residents in an Island City Development community, are removed from the tenant ledgers after the usual means of collection have been exhausted. This procedure does not preclude Island City Development from continuing to pursue collection through a collection agency or other legal actions. Future collection of amounts previously written-off will reduce these expenses.

DISCUSSION

This request is to write-off accounts receivable for tenants who have voluntarily vacated, passed, or was evicted and had outstanding balances due to the the properties owned by Island City Development. A final notice will be sent to the respective tenant(s) before the outstanding balance is written off. The total amount to be written off is \$68,816 and presented in the attachment to this memorandum. This amount is a combination of past rents due, damages, and miscellaneous maintenance charges.

FISCAL IMPACT

This tenant account write-off will result in an expense to the Island City Development properties of \$68,816.

CEQA

N/A

RECOMMENDATION

Approve to write-off uncollectible accounts receivable from former tenants.

ATTACHMENTS

- 1. ICD Bad Debt



Island City Development
January 17, 2024
Respectfully submitted,
Louie So
Louie So, Director of Finance

Page 2



ICD Bad Debt

Legal Entity	Property Name	Unit #	Move out date	Amount of Bad Debt per reconciliation
ICD	Everett Commons	2437 Eagle Avenue, Apt. A106	05/13/2022	357.00
ICD	Rosefield Village	727 BUENA VISTA AVENUE #428	10/04/2023	12,322.00
ICD	Rosefield Village	746 EAGLE AVE #A	08/28/2023	20,842.00
ICD	Rosefield Village	727 BUENA VISTA AVENUE #238	05/22/2023	14,411.00
ICD	Rosefield Village	727 BUENA VISTA AVENUE #316	09/30/2023	2,837.00
ICD	Rosefield Village	727 BUENA VISTA AVENUE #434	07/31/2023	17,218.00
ICD	Rosefield Village	727 BUENA VISTA AVENUE #318	11/13/2023	309.00
ICD	Rosefield Village	727 BUENA VISTA AVENUE #142	08/02/2023	520.00
			TOTAL	68,816.00



ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Bulbul Goswami, Director of Asset Management

Date: January 17, 2024

Re: Authorize the Creation of ICD Shinsei LLC, a California limited liability company to enter Shinsei Gardens Apartments, L.P. as a Substitute Limited Partner, authorized to accept the assignment of the withdrawing Limited Partner's 99.99% limited partner interest and subsequently accept the assignment of the withdrawing Special Limited Partner's 0.001% interest in the partnership and Authorize the President, or her assigns, to Negotiate and Execute a Revised Limited Partnership Agreement to align with the Continued Operating Agreement with Resources for Community Development effective July 1, 2023.

BACKGROUND

Shinsei Gardens is a 39-unit housing development for families, which was part of the widespread redevelopment of the former Naval Station. The development is owned by Shinsei Gardens Apartments, L.P. (Partnership). Resources for Community Development (RCD) is the developer and RCD's affiliate is the Managing General Partner (0.009% ownership). National Equity Fund (NEF) is the Limited Partner (99.990% ownership), and Operation Dignity is the Special Limited Partner (0.001% ownership) and the resident services provider. Property Management is contracted to the John Stewart Company.

DISCUSSION

The Alameda Housing Authority (AHA) has the right to acquire Shinsei Gardens apartment and its board approved an Acquisition Plan to preserve AHA's rights in May 2023. The Authority completed the first step of the plan and executed a Continuing Project Operations and Acquisition Agreement (CPOA) with the General Partner (GP) in October 2023. The next step is for AHA, or an affiliate, to acquire the partnership interests of the Limited Partner (LP), NEF, and the Special Limited Partner (SLP), Operation Dignity.

Staff is seeking authorization to form ICD Shinsei LLC to act as an affiliate to acquire all the partnership interests of Shinsei Gardens Apartments, L.P. Once formed, ICD Shinsei LLC will execute an amendment to the Limited Partnership Agreement (LPA) to enter the partnership. First, ICD Shinsei LLC will accept the interests and execute withdrawal agreements with the LP. Then the SLP withdrawal will occur. The LPA amendments and withdrawal agreements are expected to be executed in February 2024 and take effect as early as December 31, 2023. After ICD Shinsei LLC acquires the LP and SLP interest, the CPOA between AHA and the GP outlines the terms for the GP to continue to operate the property until ICD Shinsei



LLC chooses to acquire the GP interest or the GP requests to withdraw from the partnership. However, the LPA will be amended to align with the terms of the CPOA at the same time as the withdrawal of the two limited partners. A copy of the CPOA is attached for reference.

FISCAL IMPACT

The Acquisition Plan for Shinsei Gardens was designed to minimize the partnership interest acquisition costs that AHA needs to fund and uses project reserves, cash in the operating account and owner's surplus to address deferred maintenance. Ownership of the property at any level (GP, LP, co ownership) offers all the financial benefits and liabilities of ownership. In general, this is a stable, well-performing property that is in good condition and thus should be a financial asset, as well as an opportunity to continue providing stable, quality housing for the community. The GP will receive a \$25,000 Asset Management Fee but no added distributions.

CEQA

N/A

RECOMMENDATION

Authorize the Creation of ICD Shinsei LLC, a California limited liability company to enter Shinsei Gardens Apartments, L.P. as a Substitute Limited Partner, authorized to accept the assignment of the withdrawing Limited Partner's 99.99% limited partner interest and subsequently accept the assignment of the withdrawing Special Limited Partner's 0.001% interest in the partnership and Authorize the President, or her assigns, to Negotiate and Execute a Revised Limited Partnership Agreement to align with the Continued Operating Agreement with Resources for Community Development effective July 1, 2023.

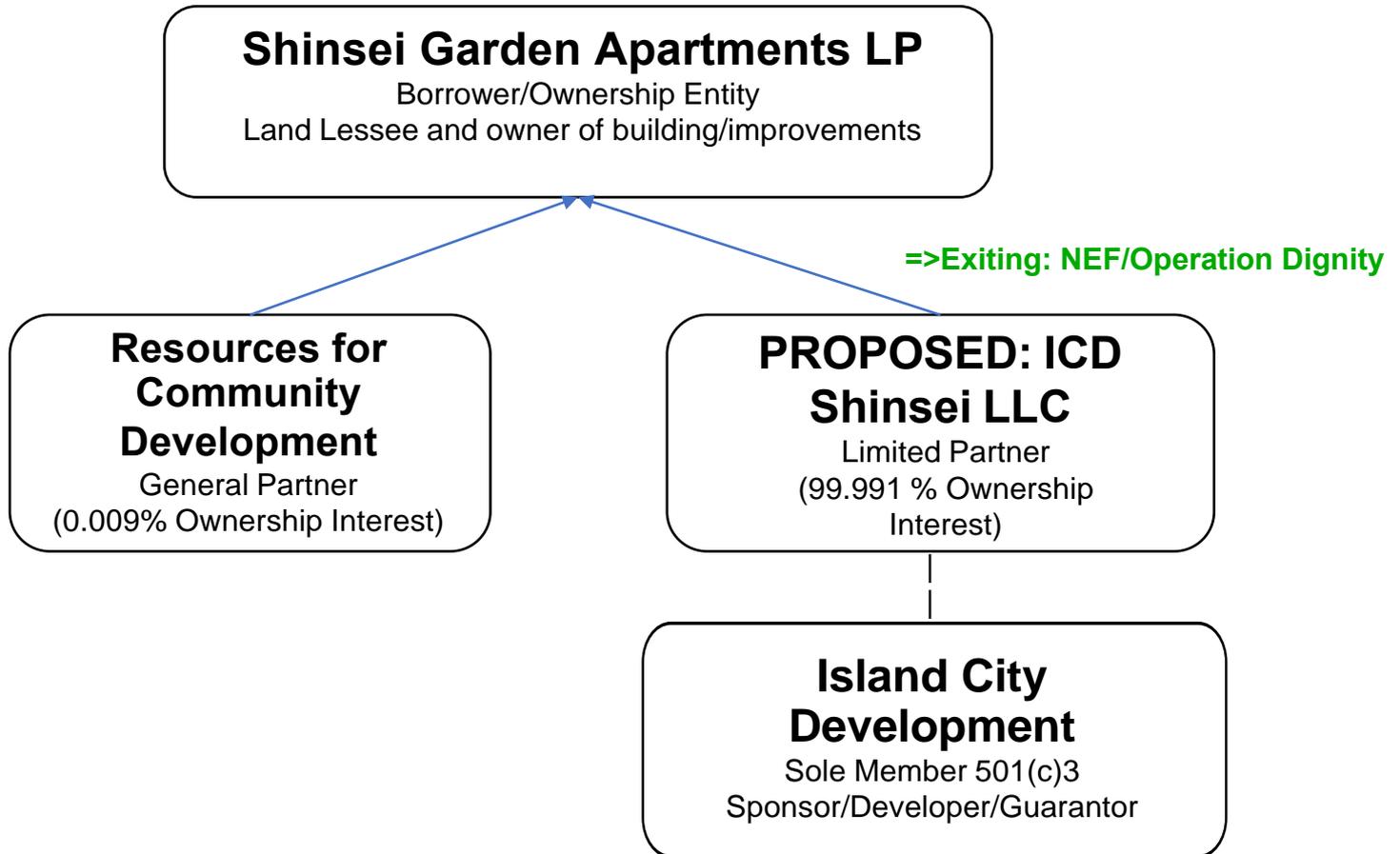
ATTACHMENTS

1. Shinsei Proposed Organizational Chart
2. Final Shinsei - Continued Operating Agreement-v10 9.25.2023

Respectfully submitted,
Bridget Galka and Bulbul Goswami
Bulbul Goswami, Director of Asset Management



Shinsei Proposed Organizational Chart



CONTINUING PROJECT OPERATIONS AND ACQUISITION AGREEMENT

This Continuing Project Operations and Acquisition Agreement (the "**Agreement**") is effective as of July 1, 2023 (the "**Effective Date**") by and among the Housing Authority of the City of Alameda, a public body, corporate and politic (collectively with any successors or assigns, the "**Housing Authority**") and 112 Alves Lane, Inc., a California nonprofit public benefit corporation (the "**GP**" or "**General Partner**").

RECITALS

A. The GP, an affiliate of Resources for Community Development, is the General Partner of Shinsei Gardens Apartments, L.P., a California limited partnership (the "**Partnership**"). The Partnership owns and operates that certain 39-unit low-income housing project known as Shinsei Gardens (the "**Project**"), which participates in the low-income housing tax credit program under Section 42 of the Internal Revenue Code, as implemented by the State of California. Various loan, regulatory and other agreements dictate the maximum income levels of new tenants and provide rent and other restrictions through December 31, 2081. Nothing contained in this Agreement or the Maintenance Plan (as defined below) shall amend, modify or otherwise affect the terms of the AHA Ground Lease or the AHA Loan (each as defined below).

B. The land underlying the Project is owned by the Housing Authority and leased to the Partnership pursuant to a 75-year ground lease dated as of October 4, 2006 (the "**AHA Ground Lease**"). Constructive notice of the rights and obligations of the Housing Authority, as ground lessor under the Ground Lease, was provided pursuant to that certain Memorandum of Ground Lease dated March 24, 2008, as recorded in the Alameda County Recorder's Office on March 25, 2008, as Instrument No. 2008-100568. The Housing Authority is also the holder of a loan, in the original principal amount of \$4,000,000, as secured by an Affordable Housing Covenant executed by Community Improvement Commission of the City of Alameda and the Housing Authority of the City of Alameda and Resources for Community Development dated March 24, 2008 and recorded March 25, 2008 in Official Records under Recorder's Serial Number 2008100570 (the "**AHA Loan**").

C. Pursuant to that certain Amended and Restated Agreement of Limited Partnership dated as of May 30, 2008, as amended by (1) Assignment and Substitution Agreement and First Amendment to Amended and Restated Agreement of Limited Partnership dated May 1, 2010 and (2) First Amendment to Agreement of Limited Partnership dated as of December 17, 2010 (collectively, the "**Partnership Agreement**"), the following entities serve as partners in the Partnership in addition to the GP: NEF Assignment Corporation, as nominee is the investor limited partner (the "**Limited Partner**"), and Operation Dignity, Inc., a California nonprofit public benefit corporation as the special limited partner.

D. Pursuant to a Purchase Option and Right of First Refusal Agreement, dated as of May 30, 2008, among the Housing Authority, the Partnership, RCD Housing LLC, a California limited liability company (the GP's predecessor-in-interest) and the Limited Partner (the "**Option Agreement**"), the Housing Authority also holds an option and right of first refusal to purchase either the Project (the "**Property Purchase**") or the Limited Partner's interest from the Partnership (the "**LP Purchase Option**").

E. In lieu of exercising the Property Purchase, and thereby transfer the ownership and management obligations immediately to the Housing Authority, the Housing Authority and the GP desire that Housing Authority purchase all the partnership interest of the Limited Partner in the Partnership (the "**Limited Partner Interest**") first, acquire all of the partnership interest of the GP at a later date (the "**GP Interest**") as further set forth in this Agreement, and enter into this Agreement with GP to maintain certain of the general partner rights, roles and responsibilities with respect to the Project.

F. The Parties acknowledge the Housing Authority has the right to acquire the Project from the Partnership pursuant to the Option Agreement, which would relieve the General Partner of its current rights, roles and responsibilities with respect to the Project. In consideration for Housing Authority's election to proceed with the LP Purchase Option, and thereby forego exercising its option to acquire the Project, the GP, and Housing Authority desire to enter this Agreement regarding the continued operation and future repositioning of the Project, upon the following terms and conditions.

IN WITNESS WHEREOF, the Parties to this Agreement, for good and valuable consideration, the sufficiency of which hereby is acknowledged, agree as follows:

1. Purchase or Acquisition of Limited Partner Interest. The Parties acknowledge that the Housing Authority or its affiliate (including, but not limited to, Alameda Affordable Housing Corporation, a nonprofit public benefit corporation, Island City Development Corporation, a nonprofit public benefit corporation, and any of their respective affiliates) has the right to acquire the Limited Partner Interest and to be admitted to the Partnership as a limited partner and to serve as the limited partner. The General Partner will execute a transfer agreement and an assignment and amendment agreement to implement the buyout and the transfer of the Limited Partner Interest to the Housing Authority or its affiliate (the "**ILP Documents**"), which shall be effective by no later than June 30, 2024, unless otherwise mutually extended by the applicable parties. The Parties further acknowledge that the Partnership and the Project shall continue to be governed by the existing agreements and documents which govern the Project, including, but not limited to, the Partnership Agreement, the property management agreement and the resident services agreement, all to the extent as amended by this Agreement. Notwithstanding the foregoing, upon the Housing Authority's acquisition of the Limited Partner Interest, GP agrees to make such modifications to the Partnership Agreement as the parties mutually agree upon to evidence that certain obligations and responsibilities of the Investor Limited Partner, which are no longer applicable on or after the date of completion of the LP Purchase Option, shall not be assumed by Housing Authority as part of the Limited Partner Interest acquisition (the "**LPA Amendment**"). Upon the Housing Authority's or its affiliate's

acquisition of the Limited Partner Interest, the Housing Authority shall have all the rights of the Limited Partner of the Partnership, including but not limited to the right to receive any cash flow distributions, and regular and timely reports on any and all maintenance work on the Project. Nothing herein is intended to restrict the rights of the Parties to mutually agree on any other amendments to the Partnership Agreement.

2. Repositioning of Project. Concurrently with the execution of this Agreement, GP and the Housing Authority shall enter into a Maintenance Plan (the “**Maintenance Plan**”), attached hereto as Exhibit A, that will use available project cash (including, but not limited to surplus cash after residual receipt loan payments) and replacement reserves to make life safety improvements, address deferred maintenance and, perform unit upgrades. The Maintenance Plan addresses all items referenced in that certain Capital Needs Assessment (the “**CNA**”) for Shinsei Gardens dated October 12, 2022, which identifies life safety and deferred maintenance issues. In addition to addressing the safety and deferred maintenance issues identified in the CNA, the Maintenance Plan requires the GP to commission a separate capital needs assessment (the “**New CNA**”) to be completed on or prior to June 30, 2024, which New CNA will be provided by a third-party provider that is approved by the Housing Authority, which approval shall not be unreasonably withheld. The Housing Authority, may, in its sole discretion, accompany any property inspector during the inspector’s assessment of the Project. The New CNA may be paid for out of the Shinsei Gardens operating budget, with a scope of work that includes inspection of all units and the development of a detailed assessment of the condition of each unit’s fixtures, flooring and appliances. The Maintenance Plan includes a scope of work, schedule, sources and uses, and any and all GP fees scheduled for payment, whether currently existing under the Limited Partnership Agreement or as compensation for the additional GP responsibilities associated with implementing the Maintenance Plan. The Parties agree that the Maintenance Plan may be updated from time to time to include additional work deemed necessary by the Housing Authority, in its capacity as Limited Partner. To the extent required by the City of Alameda or any other applicable regulatory or governmental body with jurisdiction over the Project, work completed or commissioned under the Maintenance Plan must be completed by licensed contractors, pursuant to validly issued permits from the appropriate governing departments in the City of Alameda.

3. Modification and Confirmation of GP Fees. On the Effective Date of this Agreement, the GP and the Housing Authority agree as follows:

a. The GP shall continue to receive the Partnership Management Fee, in the amounts and under terms set forth in the Partnership Agreement, for managing the affairs of the Partnership; provided that such Partnership Management Fee shall not exceed \$25,000 for any calendar year.

b. As of June 30, 2023, the GP shall no longer be entitled to receive and retain any incentive management fee, regardless whether such fee is set forth in the Partnership Agreement, an amendment thereto, or any other external oral or written agreement between Partners of the Partnership. Any amount of incentive management fee received by the GP relating to any period on or after June 30, 2023 (the “**Surplus Fee**”), regardless of when received

by the GP, shall be held in trust by the GP upon receipt, and shall be contributed by GP to the Partnership as a capital contribution within ten (10) days of the closing of the Housing Authority's acquisition of the Limited Partner Interest, or such later date as designated by the Housing Authority. The LPA Amendment shall establish a Partnership maintenance reserve fund, and direct that such Surplus Fee contributed to the Partnership by the GP shall be earmarked for the maintenance reserve fund. Notwithstanding the foregoing, any incentive management fee paid to GP for 2023 may not exceed \$110,000 in aggregate.

c. In addition to the Partnership Management Fee set forth in Section 3.a above, the GP shall earn annually, to be paid solely from the Borrower's Share of distributable cash as defined in the HCD Regulatory Agreement and as reflected in the audited financial statements, the amounts for the respective years set forth below (the "**PMF Surplus Fee**").

PMF Surplus Fee	Year
\$14,504	2024
\$15,887	2025
\$17,318	2026
\$18,799	2027
\$20,332	2028
\$21,919	2029
\$23,561	2030
\$25,000	2031 and after

The GP may also earn a fee for the GP's good faith and commercially reasonable implementation of the Maintenance Plan, to be paid solely from the Borrower's Share of distributable cash as defined in the HCD Regulatory Agreement and as reflected in the audited financial statements, the amounts for the respective years set forth below (the "**Maintenance Plan Fee**").

Maintenance Plan Fee	Year
\$10,496	2024
\$9,113	2025
\$7,682	2026
\$6,201	2027
\$4,668	2028
\$3,081	2029
\$1,439	2030
\$0	2031 and after

For calendar year 2024 and 2025, the Maintenance Plan Fee shall be deemed earned on a quarterly basis by GP, in the amount of twenty-five percent (25%) of the applicable fee set forth above per quarter, and shall be paid annually from distributable cash as set forth above. For calendar year 2026 and after, the Maintenance Plan Fee shall be deemed earned on a semi-annual basis by GP, in the amount of fifty percent (50%) of the applicable fee set forth above per quarter, and shall be paid annually from distributable cash as set forth above. GP's failure to implement the Maintenance Plan in good faith and a commercially reasonable manner, as determined by the Housing Authority in its reasonable discretion, shall be deemed a "**GP Nonperformance Event**". Housing Authority shall notify of any GP Nonperformance Event in writing (the "**Notice of Default**"). The Maintenance Plan Fee shall not be earned for any period of time in which a GP Nonperformance Event has occurred and is continuing, and the annual Maintenance Plan Fee shall be reduced for such nonperformance. If a GP Nonperformance Event occurs and is not cured within 15 days after the date of the Notice of Default, the Housing Authority may exercise its option to acquire the GP Interest as set forth in Section 4 below, provided the Housing Authority may elect to specify a date for the acquisition of the GP Interest on any date that is at least 30 days from the date of the Notice of Default.

4. Option to Acquire GP Interest. Upon the Housing Authority's acquisition of the Limited Partner Interest, the Housing Authority shall have an option to acquire the GP Interest in the Partnership (the "**Housing Authority GP Purchase Option**") for a period of ten (10) years (the "**Option Period**") following Housing Authority's acquisition of the Limited Partner Interest, upon the following terms:

a. The Housing Authority shall give written notice to the General Partner of the exercise of the Housing Authority GP Purchase Option. Such notice shall specify a date for the acquisition of the GP Interest, which date shall not be less than 180 days nor more than three hundred sixty (360) days after the date on which Housing Authority has delivered said notice to the General Partner.

b. The purchase price for the GP Interest shall be equal to the sum of One Hundred Dollars (\$100.00).

c. The Housing Authority shall cause any unpaid and accrued Partnership Management Fee occurring during the Option Period, to be paid to the GP.

d. In the event the Housing Authority GP Purchase Option is not exercised within the Option Period, the Housing Authority GP Purchase Option shall automatically terminate unless otherwise mutually extended by the Parties.

e. General Partner agrees to timely execute such assignment agreement, amendment to the Partnership Agreement or other documentation as may be necessary to implement such Housing Authority GP Purchase Option in a timely manner.

5. General Partner Put Option. At any time during the Option Period, General Partner shall have the right to require that the Housing Authority (or its designee) purchase the entire interest of the General Partner (the "**Put Option**"), for a purchase price equal to \$100 plus

any accrued and unpaid Partnership Management Fee (occurring during the Option Period) and other fees due and owing the General Partner (the “**Put Option Price**”). The General Partner may exercise the Put Option by giving written notice to the Housing Authority (the “**Put Option Notice**”). The Put Option Notice shall provide General Partner’s desired closing date for the closing of the purchase pursuant to this Section 5, which date shall not be less than 180 days nor more than three hundred sixty (360) days after the date on which General Partner has delivered said notice to the Housing Authority. As of the effective date of such closing, the General Partner shall withdraw from the Partnership and shall have no further interest in or obligation to the Partnership, and the Housing Authority shall promptly file an amendment to the Certificate of Limited Partnership in the Filing Office reflecting the withdrawal of the General Partner.

6. Indemnification.

a. Housing Authority. Following exercise of the Housing Authority GP Purchase Option, Housing Authority will indemnify, defend, and hold harmless the GP and its directors, officers, employees, members, and agents from and against any claim, liability, obligation, loss, damage, judgment, cost or expense including, without limitation, recaptured Credits and all associated interest and penalties, and attorney fees, arising from any acts or inaction of the Housing Authority, any affiliate, successor or assign of the Housing Authority, or the Partnership occurring from or after the date Housing Authority or its affiliate, successor or assign acquires the GP interest, including, without limitation, the failure to operate the Property as low-income housing in accordance with Section 42 of the Internal Revenue Code.

b. General Partner. Following exercise of the Housing Authority GP Purchase Option, General Partner will indemnify, defend, and hold harmless the Housing Authority and its directors, officers, employees, members, and agents from and against any claim, liability, obligation, loss, damage, judgment, cost or expense including, without limitation, recaptured Credits and all associated interest and penalties, and attorney fees, arising from any acts or inaction of the General Partner, any affiliate, successor or assign of the General Partner, or the Partnership occurring on or before the date Housing Authority or its affiliate, successor or assign acquires the GP Interest, including, without limitation, the failure to operate the Property as low-income housing in accordance with Section 42 of the Internal Revenue Code.

7. Effect on Project Documents. Except as specifically provided in this Agreement, nothing in this Agreement shall modify, change or alter any agreement of any Party relating to or affecting the Project or any rights of the GP under such agreements.

8. Notices. Any notice, consent, approval, demand or other communication required or permitted to be given hereunder (a “**Notice**”) must be in writing and may be served by facsimile or by a nationally recognized overnight courier which requires written proof of delivery. Any such Notice shall be addressed as follows:

To the Housing
Authority:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

To GP

112 Alves Lane, Inc.
Dan Sawislak, Executive Director
2220 Oxford Street
Berkeley, CA 94704
Phone: (510) 841-4410

Notice sent by a nationally recognized overnight courier shall be effective on the date of delivery (or the date of refusal to accept delivery) to the Party at its address specified above as set forth in the courier's delivery receipt. Any Party may, by Notice to the other from time to time in the manner herein provided, specify a different address for Notice purposes.

9. Miscellaneous Provisions.

a. Term of Agreement. This Agreement shall remain in full force and effect at all times hereinafter until paid and/or performed in full, provided, this Agreement shall terminate upon completion of (i) the Housing Authority GP Purchase Option or the General Partner Put Option, and (ii) the Housing Authority's admission to the Partnership as the general partner. The Housing Authority may in its reasonable discretion, elect to incorporate the terms of this Agreement, including the obligations, duties and responsibilities of the respective parties, into the LPA Amendment upon its admission into the Partnership as a limited partner. Notwithstanding the termination of this Agreement as set forth above, the GP and the Housing Authority shall remain directly liable to the other party and shall not be released from any obligations to the other party under this Agreement to the extent such obligations were incurred, accrued or existed prior to the date of termination.

b. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Agreement and all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.

c. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and there are no other agreements, understandings, representations or warranties, oral or written, relating to the subject matter hereof between the parties. The Parties to this Agreement have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the

interpretation of this Agreement. This Agreement may not be amended, changed or modified, in whole or in part, except in writing, signed by all Parties.

d. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Parties; provided, however, the Housing Authority may assign its interest under this Agreement and the Maintenance Plan to any of its affiliates, including, but not limited to, Alameda Affordable Housing Corporation, a nonprofit public benefit corporation, Island City Development Corporation, a nonprofit public benefit corporation, and any of their respective affiliates.

e. Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity, others than the parties hereto, any right or remedies under or by reason of this Agreement.

f. No Waiver. No waiver of any provision or breach of this Agreement shall constitute a waiver of any other provision or breach of this Agreement.

g. Captions. The headings or captions to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

h. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the date first written above.

HOUSING AUTHORITY

Housing Authority of the City of Alameda,
A public body corporate and politic

DocuSigned by:
By: Vanessa Cooper
5AF7A57239EC2484...
Name: Vanessa Cooper
Title: Executive Director

Approved as to form

DocuSigned by:
By: Tuan Pham
C61A2E6B578648D...
Name: Tuan Pham
Title: Attorney, Partner, Down Pham & Kuei L.L.P.

GP

112 Alves Lane, Inc.,
a California nonprofit public benefit corporation

DocuSigned by:
By: Daniel Sawislak
6FC282819BA74AA...
Name: Dan Sawislak
Title: Executive Director

Exhibit A

Shinsei Gardens Maintenance Plan

This Shinsei Gardens Maintenance Plan is to direct Resources for Community Development, as Managing General Partner, and its management agent, the John Stewart Company, in addressing the maintenance, repair, and replacement of the aging systems, furnishings, fixtures, finishes, and equipment at the property.

The initial phase of this work, Phase I, is informed by the Capital Needs Assessment performed by Physical Property Analysis, LLC and dated October 12, 2022, as well as by RCD Asset Management, John Stewart Company, and Alameda Housing Authority observations and input. Most of these items are ones that can be expensed as routine operational expenses of the property.

The second phase of this work, Phase II, are items that need further investigation to determine scope and cost as well as projects of a more capital improvement nature, which informs the source of funds to pay for the work. RCD shall report all incidents resulting in property damage exceeding \$15,000 or potential legal exposure to AHA within 48 hours of the incident or of RCD's having been informed of the incident. RCD shall review with AHA such incidents for potential insurance claim submittals and upon approval by AHA, shall promptly submit a claim to insurance. Any proceeds received from insurance claims shall be used solely as a source of funds to pay for work completed under this Maintenance Plan.

The scope of work identified in this Maintenance Plan shall be paid for by either operating cash (expensed), the Replacement Reserve (for capitalized items per State HCD guidelines), and surplus cash captured as Borrower's Share of the distributions per the audit. Negotiations may be needed with State HCD in order to increase the annual Replacement Reserve Deposit in order to maximize the amount of operating cash that can be directed towards maintenance, repairs, and improvements.

As part of the ongoing administration of this Maintenance Plan, AHA and RCD shall meet at least monthly until June 30, 2024, and thereafter quarterly, to review progress, discuss the scope of work, and modify the scope, budget, and/or schedule. The discussions and decisions made at the meetings will be documented in writing and must be confirmed as to accuracy by both AHA and RCD staff within 30 days after each meeting.

The 2024 budget should include a detailed capital budget that will be delivered to AHA by RCD, for AHA's review and approval.

RCD will manage all communications on this plan with their property manager, JSCO and all communications with JSCO, unless emergencies, will go through RCD. RCD and JSCO will manage all tenant communication regarding this maintenance plan. Tenants are to be properly notified in advance of any major work that will be done at the site and all work that will be done in their unit and RCD/JSCO will hold a joint meeting in Q3 with tenants to explain the 2-year capital plan. AHA will also attend.

Attachment 1 to this Exhibit is a listing of the identified scope with projected costs, whether the work is anticipated to be expensed or capitalized, a schedule for the work.

Attachment 2 to this Exhibit is the RCD/John Stewart Company vendor selection, contracting and approval procedure. In addition to the approvals required below in Attachment 2, RCD shall obtain the prior written approval of AHA for any bids that exceed the budgeted costs shown for such work in Attachment No. 1. In addition, all vendors awarded capital improvement projects exceeding \$10,000 must include AHA as an additional insured under the vendor's liability insurance policies, in the same amounts and coverages as provided to the property owner/Limited Partnership.

Shinsei Gardens Attachment 2: Vendor Selection and Approval Plan	
	RCD and JSCo will continue to apply the procedures defined by RCD and included in the Management Agreement with JSCo. The procedure is outlined below.
1	<u>PM/RM prepares Incident Report / Work Order</u> and determines if there's a need to contract out any repair or replacement
2	<u>PM/RM estimates cost of work</u> . If greater than \$2,500, sends Incident Report, Work Order, or other description with determination to involve JSCO Director of Maintenance to RCD-AM for approval as follows:.
	<u>JSCO Approval Tiers:</u>
	<i>Projects over \$2,500 - PM forwards for AM approval</i>
	<i>Projects over \$5,000 - PM forwards w/ 3 bids to AM for approval; bids presented on the Bid Form Template.</i>
	<i>Projects over \$10,000 and not routine - PM forwards w/ 3 bids plus JSCO Director of Maintenance recommendation to AM for approval. Excludes routine projects like flooring</i>
	<i>Projects over \$25,000 - PM forwards w/ 3 bids plus JSCO Director of Maintenance recommendation to AM for approval. Director of Maintenance manages work to completion</i>
	<u>RCD Approval Tiers:</u>
	<i>AM can approve up to \$10,000</i>
	<i>ADAM can approve up to \$25,000</i>
	<i>DAM can approve up to \$100,000</i>
	<i>CFO/ED approve for over \$100,000</i>
3	<u>RM/PM present Bid Form</u> with Vendor recommendation to AM for approval. AM saves completed Bid Form in Property Physical folder
4	<u>RM/PM contracts the approved work</u> and collects appropriate insurance certs received from vendor/contractor. Should have owner and lenders as additional insureds. For Contracts >\$50,000, RCD's Small Project Contract is used and executed by Owner. AM should prepare RCD form of contract and run draft by DAM for review and approval before pursuing execution by RCD ED or CFO, which signature can be pursued by either the AM or DAM, after DAM approval
5	<u>RM/PM monitors progress & payments to completion</u> . Notifies AM for final inspection prior to final payment
6	<u>RM/PM collects work and product warranties upon completion</u> - before final contract payment



ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Jenny Wong, Senior Project Manager

Date: January 17, 2024

Re: Authorize the Executive Director to Execute Contracts Totaling Up to \$324,710 to the Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services for the Three Separate Contracts for The Estuary I, The Estuary II, and Linnet Corner.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing. The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. AHA has supported Island City Development (ICD) in its active development of approximately 3 acres (Block A), which is the first phase of North Housing, with a total of 155 apartments, to be built in three separate projects. ICD is the developer of the three projects and has received options to ground lease for the three projects: The Estuary I, The Estuary II, and Linnet Corner. Please see previous Board reports for project details.

DISCUSSION

In an effort to streamline design development and permitting for the Block A projects, design consultants were selected through an RFP/RFQ process to work on all three projects as one master planned development. ICD signed a single contract for architectural services and a single contract for civil engineering services for all of Block A.

The project lender, Bank of America, requires each Partnership of the Block A projects to have their own architectural and engineering contracts. In December, the Board approved trifurcation of the Consultant Services Contract and any related approved Amendments between ICD and Carlson, Barbee, and Gibson, Inc. (CBG) for civil engineering services into separate standalone contracts, one per Partnership and respective consultant for approximately one-third of total approved costs. The combined total contract amount for all three Block A contracts with CBG was \$254,060.00. The value of all services completed and costs expended within the ICD contract were to be retained in three new contracts with the Partnerships.

In December 2023, the Board approved and authorized the President to Execute the Trifurcated Consultant Services Contracts Not To Exceed a Combined Total of \$254,060.00 with Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services.

Staff is requesting a \$70,650.00 increase to the total civil engineering budget across all three



Block A projects, to a new total of \$324,710.00. The increase will cover additional costs related to the survey services required for construction loan closing, the Reciprocal Easement Agreement between the Block A projects to share parking and common site amenities, and any additional services resulting from lender or building permit requirements. The breakdown of costs is represented in the table below.

	The Estuary I	The Estuary II	Linnet Corner	Total Block A
Trifurcated Contracts	\$85,520	\$85,520	\$83,020	\$254,060
Add service request	\$4,165	\$2,315	\$4,170	\$10,650
<u>Contingency</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$60,000</u>
Total Civil Engineering Budget	\$109,685	\$107,835	\$107,190	\$324,710

It is expected that the contingency shown here will allow the contracts to move forward without further requests from the Board.

For clarity, the projects and associated limited partnerships are:
The Estuary I - Lakehurst and Mosley LP
The Estuary II - Mosley and Mabuhay LP
Linnet Corner - Mabuhay and Lakehurst LP.

FISCAL IMPACT

The cost increase will be split between the three North Housing Block A developments as outlined in the table above. Each project has sufficient soft cost budget to accommodate the increase.

CEQA

Not Applicable

RECOMMENDATION

Authorize the Executive Director to Execute Contracts Totaling Up to \$324,710 to the Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services for the Three Separate Contracts for The Estuary I, The Estuary II, and Linnet Corner.

ATTACHMENTS

None

Respectfully submitted,
Jenny Weng
Jenny Wong, Senior Project Manager





ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 5.A

To: Board of Directors
Island City Development

From: Jenny Wong, Senior Project Manager

Date: January 17, 2024

Re: Adopt the Authorizing Resolution No. 2024-2 for the Ground Lease, Seller and Cash Loans and Approve Financing Structure for The Estuary I. Authorize the President to Negotiate and Execute all Documents to Create The Estuary Owners Association, a California nonprofit mutual benefit corporation, to serve as the Condominium Association for The Estuary I and Estuary II projects.

BACKGROUND

The Estuary I, formerly known as North Housing PSH I, is the first of three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. As of May 30, 2019, The North Housing parcel is under the Housing Authority of the City of Alameda (AHA) ownership.

The Estuary I project, located at 500 Mosley Avenue, includes the new construction of 45 units permanent supportive housing for formerly homeless individuals and households. AHA is leading the development under a homeless accommodation conveyance, alongside providers Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. The overall project scope includes construction of a new building featuring onsite laundry, property management offices, social services coordination offices, a community room, bicycle parking, and ground improvements to Lakehurst Circle and Mabuhay Street.

The Estuary I project is expected to close on its construction financing by the end of January 2024. Please see previous Board reports for project details prior to this report.

DISCUSSION

On December 20, 2023, the Board approved Authorizing Resolution 2023-12 and the financing and ownership structure for The Estuary I project. The project financing indicated the CDBG (federal Community Development Block Grant) funds will be in the form of a loan from the City of Alameda to the Partnership as the recipient with a fixed interest rate of 3% for 55 years to be repaid by residual receipts. The City of Alameda prefers that the CDBG funding is provided as a grant. Per this request, staff is clarifying that the CDBG funds will be in the form of a grant from the City of Alameda to ICD as the recipient. ICD will act as a pass-through entity for the CDBG funds and provide a Sponsor Loan to the Partnership on the



same terms. There is no change in the dollar amount of CDBG.

The CDBG agreement between the City and ICD will be executed upon Board approval. Given that we are closing on the construction financing on January 18, 2024, the CDBG agreement will likely be fully executed and in effect post-closing. Staff recommends allowing ICD to loan the CDBG funds to the Partnership with this Board approval in an effort to meet the closing deadline imposed by the California Tax Credit Allocation Committee and maintain the tax credit funding allocated to the project.

The Authorizing Resolution 2024-2, attached as Attachment 1, includes added language regarding the pass-through CDBG Funding Grant structure. Attachment 2 is the redlined version against the previously approved Authorizing Resolution 2023-12.

The attached resolution contemplates Lakehurst and Mosely, LP entering into a condominium agreement. Staff is also requesting permission to create The Estuary Owners Association, a California nonprofit mutual benefit corporation to serve as the condominium association for The Estuary I and Estuary II. This entity is required for the condominium, and will have the two limited partnerships (Lakehurst and Mosely, LP and Mosely and Mabuhay, LP) as Owners/Board Members. A draft copy of the The Estuary Declaration of Restrictions (CC&Rs) is attached, where Section 5 describes the Association and its duties.

FISCAL IMPACT

The Board previously approved the financing structure for The Estuary I project which includes \$694,043 in CDBG funding from the City of Alameda to the limited partnership that owns The Estuary I. There is no net change in the dollar amount of CDBG nor the total City commitment of \$2,093,325. ICD will receive deferred interest payments on the CDBG loan. The City of Alameda is requiring that, although it is not lending the CDBG funds directly, it receives pro rata payments for their funding contribution. The pro rata share of cash flow allocated to the City will be calculated based on their total commitments, including grant and loan funds.

The City Council has committed \$694,043 in CDBG funds to the project. There will be a brief timing discrepancy between authorizing the ICD loan for the CDBG funds to the Partnership and acceptance of CDBG funds from the City to ICD. The CDBG funds must be fully expended by March 31, 2024. Staff is ready to draw down on the funds as soon as they are available to the project.

CEQA

Not Applicable.

RECOMMENDATION

Adopt the Authorizing Resolution No. 2024-2 for the Ground Lease, Seller and Cash Loans and Approve Financing Structure for The Estuary I. Authorize the President to Negotiate and Execute all Documents to Create The Estuary Owners Association, a California nonprofit mutual benefit corporation, to serve as the Condominium Association for The Estuary I and Estuary II projects.

ATTACHMENTS



1. Att1_ICD Resolution No. 2024-2
2. Att2_ICD Resolution No. 2024-2_Redlined to Resolution No. 2023-12
3. The Estuary Condo CCRs - DRAFT

Respectfully submitted,



Jenny Wong, Senior Project Manager

ISLAND CITY DEVELOPMENT

Resolution No. 2024-_____

The Estuary I (North Housing PSH I) Transaction

At a duly constituted meeting of the Board of Directors (the “**Board**”) of Island City Development, a California nonprofit public benefit corporation (“**ICD**”), held on January __, 2024 (the “**Meeting**”), the following resolutions were adopted:

WHEREAS, ICD has formed and is the sole member and manager of ICD Lakehurst LLC, a California limited liability company (the “**LLC**”), and the LLC has formed and is the sole general partner of Lakehurst and Mosley LP, a California limited partnership (the “**Partnership**”), with the Housing Authority of the City of Alameda, a public body corporate and politic of the State of California (the “**Authority**”), as the initial sole limited partner of the Partnership.

WHEREAS, the Authority is the owner of that certain land located at 500 Mosley Avenue in the City of Alameda (the “**Land**”), which is commonly referred to as The Estuary I (North Housing PSH I).

WHEREAS, the Authority and the Partnership are parties to that certain Option Agreement effective as of November 17, 2021, by and between the Authority as seller and ICD as buyer, as assigned pursuant to that certain Assignment of Option Agreement dated January 1, 2023, between ICD and the Partnership (as assigned, the “**Option Agreement**”) with respect to the Land.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership as lessee, to enter into a ground lease and memorandum of ground lease with the Authority as lessor, with respect to the Land for a term of 99 years, and upon such terms and conditions as deemed necessary or appropriate by an Officer (as defined below) (the “**Ground Lease**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to acquire from the Authority, rehabilitate, construct, own and operate 45 units of affordable housing (including one (1) unrestricted manager’s unit) currently and to be located on the Land (the Partnership’s leasehold interest in the Land and fee interest in the improvements, including the affordable housing, now or hereafter located thereon is collectively referred to herein as the “**Project**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership, for the Partnership to enter into a development agreement with ICD, as developer of the Project (the “**Development Agreement**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership, for ICD, the LLC and the Partnership to assist in the acquisition, construction and development of the Project by: (i) consenting to the withdrawal of the Authority as the initial limited partner from the Partnership and facilitating the admission of Enterprise Housing Credit Investments, LLC, as nominee, or a substitute investor (“**Investor**”), as a 99.99% limited partner

in the Partnership in exchange for capital contributions to the Partnership of approximately \$24,000,000, (ii) amending and restating the agreement of limited partnership of the Partnership (the “**Partnership Agreement**”) to provide for such other matters as may be required by the Investor, and (iii) entering into the Guaranty Agreement (the “**Guaranty Agreement**”) for the benefit of the Partnership and the Investor (collectively, the “**Syndication**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership, for ICD or the LLC (as applicable, the “**State Credit Recipient**”) to sell (the “**State Credit Sale**”) certain low income housing tax credits allocated to the State Credit Recipient to Investor or a substitute purchaser for a purchase price of approximately \$5,500,000 (the “**State Credit Proceeds**”).

WHEREAS, the Board deems it to be in the best interests of ICD to obtain a grant or loan from the City of Alameda of Community Development Block Grant Program funds in an amount not to exceed \$694,043 (the “**CDBG Funding Grant**”) and to lend the proceeds thereof to the Partnership.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to obtain the following financings for the Project, which will be secured by liens on the Project (“**Secured Financings**”):

(a) A recourse construction loan from Bank of America, N.A., a national banking association (“**Bank Lender**”), in an amount not to exceed \$26,500,000, which construction loan will convert to a nonrecourse permanent loan in an amount not to exceed \$1,500,000 (collectively, the “**Bank Loan**”).

(b) One or more loans from the City of Alameda (“**City**”) of Community Development Block Grant Program funds, HOME funds, Affordable Housing Unit Fee funds and Permanent Local Housing Allocation funds in an aggregate amount not to exceed \$2,500,000.

(c) A loan from Alameda Affordable Housing Corporation of Local Housing Trust Fund Program funds from the California Department of Housing and Community Development and matching funds in an aggregate amount not to exceed \$5,000,000.

(d) A takeback loan from the Authority in an amount not to exceed \$2,200,000.

(e) A cash loan from the Authority in an amount not to exceed \$3,000,000.

(f) A loan from the State Credit Recipient of the State Credit Proceeds; alternatively, the Partnership may receive the State Credit Proceeds as an equity investment directly from Investor

(g) A loan from ICD of the CDBG Funding Grant; alternatively, the Partnership may borrow the CDBG Funding Grant from the City or the Authority.

(h) A loan from the Authority, Bank of Marin, Bank of America, N.A. a national banking association, or another bank or lender, of Affordable Housing Program funds from the Federal Home Loan Bank in an amount not to exceed \$660,000.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to enter into interest rate swaps, caps, collars, floors (including any option), amendments or supplements thereto, and assignments or terminations thereof, from time to time to hedge or otherwise manage interest rate exposure in relation to assets or liabilities of the Partnership (collectively, the “**Swap Documents**”).

WHEREAS, as a condition of the State Credit Sale, the Secured Financings and the Syndication, the lenders and the Investor may require that ICD, the LLC and/or the Partnership (a) guaranty the payment and performance by the Partnership and/or the LLC of their obligations under the documents evidencing and securing the Secured Financings and the Syndication, and guaranty timely lien-free completion of the Project and make certain indemnities (the “**Guaranties**”), and/or (b) assign any fees from the Partnership or pledge other interests in the Project as security for the Secured Financings and the Syndication (the “**Security Assignments**”), and the Board deems it to be in the best interests for ICD, the LLC and the Partnership, to make and enter into the Guaranties and Security Assignments.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership to execute and deliver any and all documents or agreements necessary or advisable for the acquisition, development, financing, construction, rehabilitation, management, operation and maintenance of the Project, including, but not limited to, all grant deeds, deeds of trust, UCC financing statements, regulatory agreements, assignments of rents, leases, income and profits, general assignments, construction contracts, architect agreements, grant agreements, development agreements, sub-development agreements, management agreements, service contracts, housing assistance payments contracts and similar or related agreements for housing subsidies, and any other types of agreements (collectively, the “**Project Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership, as applicable, to enter into condominium documents and related association documents, to grant any easement and/or a dedication of a portion of the Project, as may be necessary, to the City and/or the County of Alameda, or other public body, and to execute such documents and to perform such actions as may be required in order to obtain all necessary and appropriate entitlements, permits and any other authorization for the acquisition, development, management or operation of the Project and for any waiver of entitlement or similar fees (collectively, the “**Entitlement Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership to execute such documents (including, without limitation, any indemnities and guaranties) and to perform such actions as may be required in order to obtain all necessary and appropriate title insurance (owner and lender policies) for the Project (collectively, the “**Title Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to enter into a housing assistance payments contract, an agreement to enter into a housing assistance payments contract, or such other agreement or document in connection with a project-based voucher assistance with the Authority or such other appropriate party (collectively, the “**HAP Documents**”).

NOW, THEREFORE, BE IT RESOLVED, that ICD for itself, the LLC and the Partnership, does hereby approve and is authorized to enter into the following transactions and documents, as applicable:

1. Ground Lease and memorandum thereof;
2. Development Agreement;
3. Partnership Agreement, the Guaranty Agreement and the Syndication;
4. The State Credit Proceeds;
5. CDBG Funding Grant;
6. Secured Financings;
7. Swap Documents;
8. Guaranties and Security Assignments;
9. Project Documents;
10. Entitlement Documents;
11. Title Documents;
12. HAP Documents; and
13. Such other documents, agreements and contracts deemed necessary or advisable by an Officer in furtherance of these resolutions and/or to assist in the development of the Project (collectively, the “**Transaction Documents**”), using his or her own independent judgment.

BE IT FURTHER RESOLVED, that Board hereby authorizes each of (a) Vanessa Cooper, President of ICD, (b) Gregory Kats, Secretary and Treasurer of ICD, and (c) any other person designated by Vanessa Cooper, President of ICD (each, an “**Officer**”), acting alone to accept the Transaction Documents subject to any minor conforming, technical or clarifying changes approved by an Officer and ICD counsel. Each Officer is hereby further authorized and directed to take such further actions including financial changes up to a limit of \$500,000 and execute and record such documents as are necessary to accept the Transaction Documents, for itself, the LLC and the Partnership.

BE IT FURTHER RESOLVED, that all actions previously taken by ICD, the LLC and the Partnership, and any of their employees, officers and agents, in connection with the Project or the transactions described herein are hereby ratified and approved.

ATTEST:

Vanessa M. Cooper
President

Gregory Kats
Secretary

Adopted:

Date

ISLAND CITY DEVELOPMENT

Resolution No. ~~2023-12~~2024-____

The Estuary I (North Housing PSH I) Transaction

At a duly constituted meeting of the Board of Directors (the “**Board**”) of Island City Development, a California nonprofit public benefit corporation (“**ICD**”), held on ~~December 20, 2023~~ January , 2024 (the “**Meeting**”), the following resolutions were adopted:

WHEREAS, ICD has formed and is the sole member and manager of ICD Lakehurst LLC, a California limited liability company (the “**LLC**”), and the LLC has formed and is the sole general partner of Lakehurst and Mosley LP, a California limited partnership (the “**Partnership**”), with the Housing Authority of the City of Alameda, a public body corporate and politic of the State of California (the “**Authority**”), as the initial sole limited partner of the Partnership.

WHEREAS, the Authority is the owner of that certain land located at 500 Mosley Avenue in the City of Alameda (the “**Land**”), which is commonly referred to as The Estuary I (North Housing PSH I).

WHEREAS, the Authority and the Partnership are parties to that certain Option Agreement effective as of November 17, 2021, by and between the Authority as seller and ICD as buyer, as assigned pursuant to that certain Assignment of Option Agreement dated January 1, 2023, between ICD and the Partnership (as assigned, the “**Option Agreement**”) with respect to the Land.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership as lessee, to enter into a ground lease and memorandum of ground lease with the Authority as lessor, with respect to the Land for a term of 99 years, and upon such terms and conditions as deemed necessary or appropriate by an Officer (as defined below) (the “**Ground Lease**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to acquire from the Authority, rehabilitate, construct, own and operate 45 units of affordable housing (including one (1) unrestricted manager’s unit) currently and to be located on the Land (the Partnership’s leasehold interest in the Land and fee interest in the improvements, including the affordable housing, now or hereafter located thereon is collectively referred to herein as the “**Project**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership, for the Partnership to enter into a development agreement with ICD, as developer of the Project (the “**Development Agreement**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership, for ICD, the LLC and the Partnership to assist in the acquisition, construction and development of the Project by: (i) consenting to the withdrawal of the Authority as the initial

limited partner from the Partnership and facilitating the admission of Enterprise Housing Credit Investments, LLC, as nominee, or a substitute investor (“**Investor**”), as a 99.99% limited partner in the Partnership in exchange for capital contributions to the Partnership of approximately \$24,000,000, (ii) amending and restating the agreement of limited partnership of the Partnership (the “**Partnership Agreement**”) to provide for such other matters as may be required by the Investor, and (iii) entering into the Guaranty Agreement (the “**Guaranty Agreement**”) for the benefit of the Partnership and the Investor (collectively, the “**Syndication**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership, for ICD or the LLC (as applicable, the “**State Credit Recipient**”) to sell (the “**State Credit Sale**”) certain low income housing tax credits allocated to the State Credit Recipient to Investor or a substitute purchaser for a purchase price of approximately \$5,500,000 (the “**State Credit Proceeds**”).

WHEREAS, the Board deems it to be in the best interests of ICD to obtain a grant or loan from the City of Alameda of Community Development Block Grant Program funds in an amount not to exceed \$694,043 (the “**CDBG Funding Grant**”) and to lend the proceeds thereof to the Partnership.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to obtain the following financings for the Project, which will be secured by liens on the Project (“**Secured Financings**”):

(a) A recourse construction loan from Bank of America, N.A., a national banking association (“**Bank Lender**”), in an amount not to exceed \$26,500,000, which construction loan will convert to a nonrecourse permanent loan in an amount not to exceed \$1,500,000 (collectively, the “**Bank Loan**”).

(b) One or more loans from the City of Alameda (“**City**”) of Community Development Block Grant Program funds, HOME funds, Affordable Housing Unit Fee funds and Permanent Local Housing Allocation funds in an aggregate amount not to exceed \$2,500,000.

(c) A loan from Alameda Affordable Housing Corporation of Local Housing Trust Fund Program funds from the California Department of Housing and Community Development and matching funds in an aggregate amount not to exceed \$5,000,000.

(d) A takeback loan from the Authority in an amount not to exceed \$2,200,000.

(e) A cash loan from the Authority in an amount not to exceed \$3,000,000.

(f) A loan from the State Credit Recipient of the State Credit Proceeds; alternatively, the Partnership may receive the State Credit Proceeds as an equity investment directly from Investor.

(g) A loan from ICD of the CDBG Funding Grant; alternatively, the Partnership may borrow the CDBG Funding Grant from the City or the Authority.

(h) ~~(g)~~ A loan from the Authority, Bank of Marin, Bank of America, N.A. a national banking association, or another bank or lender, of Affordable Housing Program funds from the Federal Home Loan Bank in an amount not to exceed \$660,000.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to enter into interest rate swaps, caps, collars, floors (including any option), amendments or supplements thereto, and assignments or terminations thereof, from time to time to hedge or otherwise manage interest rate exposure in relation to assets or liabilities of the Partnership (collectively, the “**Swap Documents**”).

WHEREAS, as a condition of the State Credit Sale, the Secured Financings and the Syndication, the lenders and the Investor may require that ICD, the LLC and/or the Partnership (a) guaranty the payment and performance by the Partnership and/or the LLC of their obligations under the documents evidencing and securing the Secured Financings and the Syndication, and guaranty timely lien-free completion of the Project and make certain indemnities (the “**Guaranties**”), and/or (b) assign any fees from the Partnership or pledge other interests in the Project as security for the Secured Financings and the Syndication (the “**Security Assignments**”), and the Board deems it to be in the best interests for ICD, the LLC and the Partnership, to make and enter into the Guaranties and Security Assignments.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership to execute and deliver any and all documents or agreements necessary or advisable for the acquisition, development, financing, construction, rehabilitation, management, operation and maintenance of the Project, including, but not limited to, all grant deeds, deeds of trust, UCC financing statements, regulatory agreements, assignments of rents, leases, income and profits, general assignments, construction contracts, architect agreements, grant agreements, development agreements, sub-development agreements, management agreements, service contracts, housing assistance payments contracts and similar or related agreements for housing subsidies, and any other types of agreements (collectively, the “**Project Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership, as applicable, to enter into condominium documents and related association documents, to grant any easement and/or a dedication of a portion of the Project, as may be necessary, to the City and/or the County of Alameda, or other public body, and to execute such documents and to perform such actions as may be required in order to obtain all necessary and appropriate entitlements, permits and any other authorization for the acquisition, development, management or operation of the Project and for any waiver of entitlement or similar fees (collectively, the “**Entitlement Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership to execute such documents (including, without limitation, any indemnities and guaranties) and to perform such actions as may be required in

order to obtain all necessary and appropriate title insurance (owner and lender policies) for the Project (collectively, the “**Title Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to enter into a housing assistance payments contract, an agreement to enter into a housing assistance payments contract, or such other agreement or document in connection with a project-based voucher assistance with the Authority or such other appropriate party (collectively, the “**HAP Documents**”).

NOW, THEREFORE, BE IT RESOLVED, that ICD for itself, the LLC and the Partnership, does hereby approve and is authorized to enter into the following transactions and documents, as applicable:

1. Ground Lease and memorandum thereof;
2. Development Agreement;
3. Partnership Agreement, the Guaranty Agreement and the Syndication;
4. The State Credit Proceeds;
5. [CDBG Funding Grant](#);
- ~~6.~~ ~~5.~~ Secured Financings;
- ~~7.~~ ~~6.~~ Swap Documents;
- ~~8.~~ ~~7.~~ Guaranties and Security Assignments;
- ~~9.~~ ~~8.~~ Project Documents;
- ~~10.~~ ~~9.~~ Entitlement Documents;
- ~~11.~~ ~~10.~~ Title Documents;
- ~~12.~~ ~~11.~~ HAP Documents; and
13. ~~12.~~ Such other documents, agreements and contracts deemed necessary or advisable by an Officer in furtherance of these resolutions and/or to assist in the development of the Project (collectively, the “**Transaction Documents**”), using his or her own independent judgment.

BE IT FURTHER RESOLVED, that Board hereby authorizes each of (a) Vanessa Cooper, President of ICD, (b) Gregory Kats, Secretary and Treasurer of ICD, and (c) any other person designated by Vanessa Cooper, President of ICD (each, an “**Officer**”), acting alone to accept the Transaction Documents subject to any minor conforming, technical or clarifying changes approved by an Officer and ICD counsel. Each Officer is hereby further authorized and directed to take such further actions including financial changes up to a limit of \$500,000 and execute and record such documents as are necessary to accept the Transaction Documents, for itself, the LLC and the Partnership.

BE IT FURTHER RESOLVED, that all actions previously taken by ICD, the LLC and the Partnership, and any of their employees, officers and agents, in connection with the Project or the transactions described herein are hereby ratified and approved.

ATTEST:

Vanessa M. Cooper
President

Gregory Kats
Secretary

Adopted:

Date

Summary report:	
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RECORDED AT THE REQUEST OF AND
WHEN RECORDED, RETURN TO:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

THE ESTUARY
DECLARATION
OF
RESTRICTIONS (CC&Rs)

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income as defined in subdivision (p) of Section 12955, disability, veteran or military status, or genetic information, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

THE ESTUARY
DECLARATION OF RESTRICTIONS (CC&Rs)

TABLE OF CONTENTS

ARTICLE 1 Definitions 1

1.1 Applicable Laws 1

1.2 Approved Residential Uses 1

1.3 Articles 2

1.4 Association 2

1.5 Board 2

1.6 Bylaws 2

1.7 Commercial Act 2

1.8 Common Area 2

1.9 Common Use Areas 2

1.10 Condominium 2

1.11 Condominium Building 2

1.12 Condominium Plan 2

1.13 County 2

1.14 Declarant 2

1.15 Declaration 2

1.16 Development 2

1.17 Governing Documents 2

1.18 Ground Lease or Ground Leases 2

1.19 Ground Lessor 2

1.20 Improvements 2

1.21 Investor Limited Partner 2

1.22 Maintain, Maintained, Maintaining or Maintenance 3

1.23 Map 3

1.24 Member 3

1.25 Mortgage 3

1.26 Mortgagee 3

1.27 Occupant(s) 3

1.28 Owner 3

1.29 Permittee(s) 3

1.30 Person 3

1.31 PSH 1 Condominium 3

1.33 PSH 2 Condominium 3

1.35 Rules 3

1.36 Unit 3

ARTICLE 2 Property Rights and Easements 3

2.1 Type of Development 3

2.2 Ownership Interests 3

2.3 Easements 4

2.4 General Easement Rights 5

2.5 Reserved 5

2.6 Other Easements 5

2.7 Reservation of Rights 5

2.8 Reserved 5

2.9 Authority Over Common Area 6

2.10 Restrictions on Partition 6

ARTICLE 3 Restrictions 6

3.1 Permitted Uses 6

3.2 Nuisance 6

3.3 Alterations, Modifications or Additions 6

3.4 Compliance with Law 6

ARTICLE 4 Maintenance Obligations 7

4.1 Owner’s Maintenance Obligations 7

4.2 Association’s Maintenance and Landscaping Obligations 7

4.3 Maintenance Standards 7

4.4 Trash Removal 8

4.5 Cooperation and Access 8

4.6 Reimbursement and Indemnification 8

4.7 Failure to Maintain or Comply with Obligations under this Declaration 8

ARTICLE 5 The Association 9

5.1 Formation of the Association 9

5.2 Governing Body 9

5.3 Membership 9

5.4 Powers of the Association 9

5.5 Duties of the Association 10

5.6 Taxes and Assessments 10

5.7 Utility Service 10

5.8 Reporting and Notice Requirements 10

ARTICLE 6 Assessments 11

6.1 Obligations to Pay Assessments 11

6.2 Annual Regular Assessment 11

6.3 Reserves, Reserve Accounts and Reserves Study 11

6.4 Special Assessments 11

6.5 Reimbursement Assessments 12

6.6 Commencement of Regular Assessments 12

6.7 Due Dates of Assessments 12

6.8 Allocation of Regular and Special Assessments 12

6.9 Enforcement of Delinquent Assessments 13

6.10 Estoppel Certificate 13

ARTICLE 7 Insurance 13

7.1 Association Liability Insurance 13

7.2 Association Property Insurance 14

7.3 Insurance Rating and Cancellation 14

7.4 Board’s Authority to Revise Insurance Coverage 14

7.5 Periodic Insurance Review 15

7.6 Insurance Trustee 15

7.7 Owners’ Insurance Requirements 15

7.8 Other Insurance 15

ARTICLE 8 Damage, Destruction or Condemnation 16

8.1 Restoration Defined 16

8.2 Insured Casualty 16

8.3 Inadequate Insurance Proceeds or Uninsured Loss 16

8.4 Rebuilding Contract 16

8.5 Condemnation 17

8.6 Dispute Resolutions 17

ARTICLE 9 Rights of Mortgagees 17

9.1 Lender Definitions 17

9.2 Encumbrance 18

9.3 Rights of Institutional Mortgagees 18

9.4 Subordination 18

9.5 Breaches 18

9.6 Payment of Taxes and Insurance 18

9.7 Appearance at Meetings 19

9.8 Rights on Default 19

9.9 Audit 19

ARTICLE 10 Amendments 19

ARTICLE 11 Miscellaneous Provisions 19

11.1 Headings 19

11.2 Severability 19

11.3 Cumulative Remedies 19

11.4 Discrimination 19

11.5 Notification of Sale 19

11.6 Reservation or Grant of Easements 19

11.7 Incorporation of Exhibits 20

11.8 Enforcement Rights and Remedies 20

11.9 Term 20

11.10 Assignment by Declarant 20

11.11 Attorneys' Fees 20

11.12 Notices 21

11.13 No Enforcement Waiver 21

11.14 Statutory Reference 21

EXHIBIT A – Common Use Areas

EXHIBIT B – Assessments

BLOSSOM HILL

DECLARATION OF RESTRICTIONS (CC&Rs)

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THIS DECLARATION OF RESTRICTIONS (CC&Rs) is executed by LAKEHURST AND MOSLEY LP, a California limited partnership, and MOSLEY AND MABUHAY LP, a California limited partnership (collectively, the “Declarant”), with reference to the following facts:

- A. The Housing Authority of the City of Alameda, a public body, corporate and politic (the “Housing Authority”), owns certain real property in the City of Alameda, County of Alameda, California, more particularly described Lot 1 as on the map entitled “Tract 8561 North Housing Site – Phase 1” filed in the records of the Alameda County, California, on October 25, 2023, in Book 369 of Maps at pages 95 through 100 (the “Property”), which will contain two condominiums more particularly described as PSH 1 and PSH 2 on the Condominium Plan recorded concurrently herewith in the records of the Alameda County, California. The Housing Authority as ground lessor has entered into: (i) a ground lease for the airspace and land situated within Condominium Unit PSH 1 and within the Common Area appurtenant thereto with Lakehurst and Mosley LP, a California limited partnership, as ground lessee, and (ii) a ground lease for the airspace and land situated within Condominium Unit PSH 2 and within the Common Area appurtenant thereto with Mosley and Mabuhay LP, a California limited partnership, as ground lessee.
- B. The ground lessees will construct the Condominium Improvements on the Property. During the term of a Ground Lease, each ground lessee will own the fee estate of its respective Improvements subject to the Ground Lease.
- C. Declarant desires to impose certain restrictions on the condominiums in the development that will benefit and bind each condominium, and each owner and successive owner thereto, as covenants running with the land and equitable servitudes, to grant and describe certain easements that will be appurtenant to the condominiums, and to establish a condominium project within the meaning of Civil Code section 6542. The Housing Authority, by its consent to this Declaration, acknowledges and agrees on behalf of itself and any successor owner of the property that the property is subject to all of the benefits and bound by all of the burdens set forth in this Declaration.

DECLARANT DECLARES AS FOLLOWS:

ARTICLE 1
Definitions

Unless the context indicates otherwise, the following terms shall have the following definitions:

1.1 Applicable Laws. All federal, state and local laws, statutes, acts, ordinances, rules, regulations, permits, licenses and requirements of all governmental authorities (including any agency, authority, board, branch, division, department or similar unit of any federal, state, county, city, district or other governmental entity having jurisdiction over the Development) that now or hereafter during the term of this Declaration may be applicable to the Development. To the extent any Applicable Law affects or applies to only a portion of the Development, such Applicable Law shall constitute an “Applicable Law” for purposes of this Declaration only to the portion of the Development subject to the Applicable Laws.

1.2 Approved Residential Uses

- 1.3 Articles. The Articles of Incorporation of the Association and any amendments thereto.
- 1.4 Association. The Estuary Owners Association, a California nonprofit mutual benefit corporation.
- 1.5 Board. The Board of Directors of the Association.
- 1.6 Bylaws. The Bylaws of the Association and any amendments thereto.
- 1.7 Commercial Act. The Commercial and Industrial Common Interest Development Act as set forth in Part 5.3 (commencing with Civil Code section 6500) of the Civil Code and any subsequent modifications thereto.
- 1.8 Common Area. The element of a Condominium that is owned in undivided interests in common, consisting of the airspace above and below the Units.
- 1.9 Common Use Areas. The areas within the Development identified in **Exhibit A**.
- 1.10 Condominium. A fee (perpetual) estate in real property as defined in Civil Code section 6542 consisting of two elements: (i) a separate interest in space, called a "Unit" as described in **Section 1.36**, and (ii) an undivided interest in common in the Common Area as described in **Section 1.10**.
- 1.11 Condominium Building. The building that contains the PSH 2 Condominium and the PSH 1 Condominium.
- 1.12 Condominium Plan. The condominium plan for the Development that was prepared in accordance with the requirements of Civil Code sections 6624 and 6626 and that was recorded concurrently herewith in the records of Alameda County, California, and any amendments or corrections thereto.
- 1.13 County. The County of Alameda, California.
- 1.14 Declarant. Lakehurst and Mosley LP, a California limited partnership, and Mosley and Mabuhay LP, a California limited partnership, or any successor or assign that assumes in writing all or a portion of the rights and duties of the Declarant hereunder. Where the consent or approval of Declarant is needed, the consent or approval of both Declarants is required.
- 1.15 Declaration. This Declaration of Restrictions (CC&Rs) and any amendments or corrections thereto.
- 1.16 Development. The development that is constructed on the Property and subject to all the provisions in this Declaration, including all Improvements thereon.
- 1.17 Governing Documents. This Declaration, the Articles, the Bylaws and the Rules.
- 1.18 Ground Lease or Ground Leases. The PSH 1 Condominium ground lease and/or the PSH 2 Condominium ground lease.
- 1.19 Ground Lessor. The Housing Authority or any successor ground lessor to the Ground Lease.
- 1.20 Improvements. Any property in the Development constituting a fixture within the meaning of Civil Code section 660.
- 1.21 Investor Limited Partner. The investor limited partner(s) of the Owner of the PSH 1 Condominium and the Owner of the PSH 2 Condominium. Where the consent or approval of the Investor

Limited Partner is required, the consent or approval is only required so long as the Investor Limited Partner remains an investor in the Owners of any one of the Condominiums.

1.22 Maintain, Maintained, Maintaining or Maintenance. Unless expressly stated otherwise, “maintain,” “maintained,” “maintaining,” or “maintenance” as used in this Declaration includes inspection, cleaning, maintenance, repair, upgrading and/or replacement.

1.23 Map. The subdivision map entitled “Tract 8561 North Housing Site – Phase 1” filed in the records of the Alameda County, California, on October 25, 2023, in Book 369 of Maps at pages 95 through 100, including any subsequently recorded amended final maps, parcel maps, certificates of correction, lot-line adjustments, and/or records of survey.

1.24 Member. A member of the Association.

1.25 Mortgage. A recorded mortgage or deed of trust against the PSH 1 Condominium or the PSH 2 Condominium.

1.26 Mortgagee. A mortgagee under a Mortgage or a beneficiary under a deed of trust recorded against the PSH 1 Condominium or the PSH 2 Condominium.

1.27 Occupant(s). Any Person entitled to use and reside in a Condominium pursuant to an ownership right or any lease, license or other similar agreement with the Owner of the Condominium.

1.28 Owner. Subject to the provisions of **Section 2.2**, during the term of a Ground Lease, each ground lessee shall be the Owner of its applicable Condominium subject to the Ground Lease.

1.29 Permittee(s). All Owners and Occupants and their agents and invitees.

1.30 Person. Any natural person, partnership, trust, corporation, limited liability company, or other legal entity.

1.31 PSH 1 Condominium. Condominium Unit PSH 1 shown on the Condominium Plan.

1.33 PSH 2 Condominium. Condominium Unit PSH 1 shown on the Condominium Plan.

1.35 Rules. Rules or regulations adopted by the Board from time to time pursuant to the authority of **Section 5.4.2**.

1.36 Unit. The element of a Condominium that is owned separately. Unit PSH 1 consists of the Improvements and airspace situated within the three-dimensional Unit PSH 1 envelope shown on the Condominium Plan. Unit PSH 2 consists of the Improvements and airspace situated within the three-dimensional Unit PSH 2 envelope shown on the Condominium Plan.

ARTICLE 2

Property Rights and Easements

2.1 Type of Development. This Development is a condominium project within the meaning of Civil Code section 6542 and consists of the two Units and the Common Area.

2.2 Ownership Interests. Each Owner owns all of the Improvements in a Condominium consisting of a separate interest in a Unit as defined in **Section 1.36** and an undivided one-half (1/2) equal interest in common in the Common Area described in **Section 1.10**.

The Unit and the Common Area appurtenant thereto may not be separated. Any transfer of a Unit automatically shall transfer the Common Area appurtenant thereto regardless of whether the instrument of transfer describes the Common Area. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Area shall be void unless the Unit appurtenant thereto is also transferred.

During the term of this Declaration, if one Ground Lease is terminated and the other ground lease remains in effect, the ground lessor of the terminated Ground Lease shall assume all of the rights and duties as the Owner of the Condominium of the terminated Ground Lease until the effective date of a new ground lease that replaces the terminated ground lease, if any. The Ground Lessor shall have no obligation for any breaches or defaults committed or omitted by a ground lessee during the period the ground lessee was the Owner.

2.3 Easements. The Development is subject to the applicable easements described in this **Section 2.3** and the general easement rights described in **Section 2.4**.

2.3.1 Encroachment Easement. Declarant grants to the Owner of each Condominium an easement in favor of the Owner's Condominium as the dominant tenement over any other Condominium as the servient tenement for the purpose of accommodating any minor or unintentional encroachment of Improvements that are part of the dominant tenement that encroach into the servient tenement resulting from the original construction of the Improvements in accordance with the plans agreed to by each Declarant, settlement or shifting of structures, or construction changes during the course of construction (as approved by the Owner of the servient tenement). The extent of the encroachment easement shall be the location of the encroaching structure as originally constructed by Declarant and such reasonable access to the servient tenement in order to maintain the encroaching Improvement. If a structure is partially or totally destroyed, the structure may be repaired or rebuilt in accordance with the original plans, including the replacement of any encroaching Improvement.

2.3.2 Structural Support Easement. Declarant grants to the Owner of each Condominium as the dominant tenement an easement over the other Condominium as the servient tenement for support from the structural Improvements situated within the servient tenement that provide structural support to the Improvements within the dominant tenement, including the right to maintain the Improvements in accordance with this Declaration. The location of the easement is the location of the building Improvements installed as a part of the original construction of the Unit or as subsequently installed with the consent of the Owner of the servient tenement. The Occupants of the servient tenement shall not take any action that would in any manner interfere with the operation of the building Improvements that provide structural support.

2.3.3 Utility Easement. As a part of the original construction of the Condominiums, utilities may traverse a Unit that serve other Unit(s). Declarant grants to the Owner of each Condominium served by the utilities an easement in favor of the Owner's Condominium as the dominant tenement over the Condominium containing the utilities as the servient tenement for utility chases, shafts, vents, ducts, lines and other equipment that traverse the servient tenement and provide utility service to the dominant tenement, including any utilities that are a part of the Development's life safety system (the "Utility Facilities"). The location of the easement is the location of the Utility Facilities installed as a part of the original construction of the Unit or as subsequently installed with the consent of the Owner of the servient tenement. The easement right granted hereunder includes access to the servient tenement as may be necessary to maintain the Utility Facilities. The Occupants of the servient tenement shall not take any action that would in any manner interfere with the operation of the Utility Facilities.

2.3.4 Maintenance Easement. Declarant grants to each Owner an easement in favor of the Owner's Condominium as the dominant tenement over each other Condominium as the servient tenement for purposes of providing the agents of the Association such access as may be necessary to perform the Association's maintenance duties as described in **Section 4.2**.

2.3.5 Common Use Areas Easement. Declarant grants to each Owner an easement in favor of the Owner's Condominium as the dominant tenement over each other Condominium as the servient

tenement for use of the Common Use Areas by the Owners, their Occupants and Permittees for accessing the Condominium Units, the provision of tenant services, and other uses Permitted under **Section 3.1**.

2.4 General Easement Rights. Each easement described in **Sections 2.3** shall be subject to, and construed in accordance with, the following provisions, except as otherwise expressly provided for elsewhere in this Declaration: (i) the easement shall be appurtenant to the dominant and servient tenements and any transfer of a dominant or servient tenement automatically transfers the easement appurtenant thereto regardless of whether the easement is described in the instrument of transfer; (ii) the easement is in perpetuity unless otherwise terminated by operation of law; (iii) no easement may be modified or relocated except with the written consent of the Owners of the dominant and servient tenements; (iv) except as otherwise provided in **Article 4**, the Owner of the dominant tenement shall maintain the Improvements and landscaping within any easement that exclusively benefits the dominant tenement; (v) the Owner of the dominant tenement shall indemnify, defend and hold harmless the Owner of the servient tenement against any claims, liabilities, damages, judgments or expenses, including reasonable attorneys’ fees (collectively, “Claim”), from any injury or death to any Person or damage to any property that occurs in connection with the use or maintenance of the easement as a result of any act or omission by the Owner Occupant or their Permittee except to the extent the Claim is a covered claim under insurance maintained by the Association (any deductibles or costs in excess of available coverage amounts shall be paid by the Owner); (vi) all easement uses shall comply with the covenants, rights, duties and restrictions set forth in this Declaration, with all Applicable Laws and with any Rules adopted by the Board under the provisions of **Section 5.4.2**; (vii) each easement granted hereunder exists by virtue of this Declaration, without the necessity of confirmation by any other documents; (viii) the easements are nonexclusive unless expressly provided otherwise; (ix) no nonexclusive easement provided or reserved under this Declaration shall restrict the Owner of the servient tenement from granting other easements or interests therein as long as the other easement or interest does not unreasonably interfere with the easement rights of the dominant tenement; (x) easement access and use rights are subject to the rights reserved in **Section 2.7**; (xi) if the dominant and servient tenements are owned by the same Owner, the easement shall be effective automatically on the date the dominant and servient tenements no longer are owned by the same Owner regardless of whether the instrument of transfer separating the ownership describes the easement; and (xii) each Owner shall exercise its easement rights hereunder (and cause its Occupants and Permittees to exercise any such easement rights) so as not to interfere with the servient Owner’s use and enjoyment of its Condominium.

2.5 Reserved.

2.6 Other Easements. Each Condominium benefits and is bound by such other easements, rights-of-way, or dedications as may be granted or reserved on the Map, any deed to the Condominium, or in any other appropriate public record.

2.7 Reservation of Rights. Notwithstanding any property rights, including easements, described herein, each Condominium is subject to each of the following:

(i) the right of the Association’s agents to enter any Condominium to cure any violation or breach of this Declaration or the Bylaws or the Rules, provided that at least 30 days’ prior written notice of such violation or breach (except in the cases of emergency) has been given to the Owner and provided that within the 30-day period such Owner has not acted to cure such violation or breach, except in the event of an emergency, in which event only so much notice as is reasonably necessary shall be required;

(ii) the right of the Association’s agents to enter any Condominium to perform its obligations and duties under this Declaration; and

(iii) the rights reserved in **Sections 2.9 and 11.10**.

2.8 Reserved.

2.9 Authority Over Common Area. The Board shall have the power and the right in the name of the Association and all of the Owners as their attorney-in-fact to grant, convey or otherwise transfer to any Owner or any other Person fee title, easements, leasehold estates, exclusive use easements or rights, licenses, lot-line adjustments, rights-of-way and/or dedications in, on, over or under the Common Area in order to: (i) accommodate any encroachment that in the sole discretion of the Board does not unreasonably interfere with the use and enjoyment of the Common Area; or (ii) accomplish any other purpose that in the sole discretion of the Board is in the interest of the Association and its Members and does not unreasonably interfere with the use and enjoyment of the Common Area. Each Owner expressly consents to such action and authorizes and appoints the Association as attorney-in-fact of such Owner to execute and deliver all documents and interests to accomplish the action, including, but not limited to, grant deeds, easements, subdivision maps, and lot-line adjustments. Notwithstanding anything herein to the contrary, in no event shall the Board take any action authorized hereunder that would permanently and unreasonably interfere with the use, occupancy and enjoyment by any Owner of his or her Condominium without the prior written consent of that Owner; or (b) grant exclusive use of any portion of the Common Area to any Owner without the consent of both Owners.

2.10 Restrictions on Partition. The Common Area shall remain undivided, and there shall be no judicial partition thereof except as may be authorized by Civil Code section 6656 or any successor statute thereto.

Any proceeds or property resulting from a partition shall be distributed to and among the respective Owners and their Mortgagees as their interests appear in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Owners' Condominiums as of the date immediately preceding the date of the event giving rise to the right of the Owners to partition the Common Area.

ARTICLE 3
Restrictions

3.1 Permitted Uses. The Development is a commercial development that may be used in accordance with the authorized uses described in this **Section 3.1**:

3.1.1 PSH 1 Condominium. The PSH 1 Condominium shall be used for apartment rental purposes and services provided to the tenants.

3.1.2 PSH 2 Condominium. The PSH 2 Condominium shall be used for apartment rental purposes and services provided to the tenants.

3.2 Nuisance. No activity shall be conducted in any Unit or Common Area that constitutes a nuisance or unreasonably interferes with the use or quiet enjoyment of the Occupants of any other Condominium.

3.3 Alterations, Modifications or Additions. No Owner may alter, modify, add to or otherwise change the Owner's Condominium in any manner that could adversely affect the structural integrity of the Condominium Building, increase the cost of any insurance maintained by the Association unless the Owner agrees in writing to pay for the increase, alter the exterior appearance of any Condominium, or increase the sound transmissions to any other Condominium without the prior written consent of the Board.

3.4 Compliance with Law. No Owner shall permit anything to be done or kept in his or her Condominium that violates any law, ordinance, statute, rule or regulation of any local, County, state or federal agency. Nothing shall be done or kept in any Condominium that might increase the rate of or cause the cancellation of any insurance maintained by the Association or any other Owner, subject to the provisions of **Section 3.6**.

ARTICLE 4
Maintenance Obligations

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4.1 Owner's Maintenance Obligations. Each Owner shall maintain the Improvements described in this **Section 4.1** in compliance with the Maintenance Standards described in **Section 4.3**. If damage is covered by insurance maintained by the Association, the Association, on request from the Owner, shall submit an appropriate claim if the claim exceeds the deductible and shall remit any available insurance proceeds to the Owner on receipt of satisfactory evidence that the proceeds are or will be used for repair. Any deductible amount shall be borne by the Owner (or shared by the Owner's pro rata if both Owners are making claims). If any Owner fails to maintain its Condominium as required herein, the Association, after notice and hearing as described in the Bylaws, may, but is not obligated to, enter the Condominium and perform the necessary maintenance. The Association may levy a reimbursement assessment against the Condominium in the manner described in **Section 6.5**.

Except for the Improvements within the Units maintained by the Association as described in **Section 4.2**, each Owner shall maintain the Improvements and personal property within the Unit, including, but not limited to, windows, doors and door hardware, interior walls (including exterior surfaces and wall boards of load bearing interior walls), floors, hallways, utility rooms, cabinets, countertops, appliances, trade fixtures and all electricity, heating, plumbing and other utility Improvements situated within the Unit.

Each Owner shall maintain signage, if any, located on the exterior walls and windows of its Unit. Installation and maintenance of any signage shall be in accordance with all Applicable Laws.

Each Owner shall be responsible for the periodic replacement of the backup batteries in the smoke detectors located in the Owner's Unit. The Association shall maintain any automatic fire sprinkler heads and the smoke detectors (other than battery replacement) located in the Units. Each Owner immediately shall notify the Association of any problems with any automatic sprinkler heads or smoke detectors located in the Owner's Unit. The Association's costs to maintain the portion of the fire protection system situated within the Units, including the fire sprinkler heads and smoke detectors, shall be paid by the Owner of the Unit. If the Owner fails to pay the cost, the Association may levy a reimbursement assessment against the Owner's Condominium.

4.2 Association's Maintenance and Landscaping Obligations. The Association shall maintain the Improvements and landscaping described in **Sections 4.2.1 through 4.2.2** in compliance with the Maintenance Standards described in **Section 4.3**.

4.2.1 Common Utilities. Unless maintained by a governmental entity or regulated utility company or utility service which is connected to the meter of one of the Condominiums, the Association shall maintain the utilities serving more than one Unit, including, but not limited to, pumps, meters, on-site storm water treatment facilities (including bioretention areas), distribution lines, catch basins, storage tanks, wires, ducts, flues, pipes, sewer and water mains, lighting fixtures and life safety system.

4.2.2 Life Safety System. The life safety system and smoke detectors (provided that each Owner shall immediately notify the Association of any problems with any automatic sprinkler heads located in the Owner's Unit).

4.3 Maintenance Standards. All Improvements and landscaping within the Development shall be maintained in a neat, clean, sanitary and attractive condition and in compliance with all Applicable Laws and in compliance with the Stormwater Plan described in **Section 2.12**. It is intended that the Improvements be maintained in a like-new condition similar to the conditions on the completion of the original construction, reasonable wear and tear excepted. Graffiti shall be removed from buildings and wall surfaces within forty-eight hours of defacement. The Development shall be maintained free of litter, refuse, and debris. No outdoor storage is allowed or permitted unless designated on the approved plan set on file with the City of San Jose.

4.4 Trash Removal. Each Condominium Owner shall be responsible for the removal of all the trash and refuse from that Owner's Condominium to its respective trash collection area located within the Development. Except for designated trash collection areas, no portion of the Common Area shall be used to dump or store, even temporarily, rubbish, trash, garbage or other refuse. All trash and refuse storage areas shall be effectively screened from view and covered and maintained in an orderly state to prevent water from entering into the trash or refuse containers. Trash areas shall be maintained in a manner to discourage illegal dumping.

4.5 Cooperation and Access. Each Owner and Occupant shall fully cooperate with the agents of the Association in the performance of the Association's maintenance obligations described in **Section 4.2** above. Such cooperation shall include, but is not limited to, immediate notification to the Board or its managing agent of any maintenance problems for which the Association is responsible and access to the Owner or Occupant's Condominium as may be necessary to inspect and, if appropriate, to perform any necessary maintenance.

4.6 Reimbursement and Indemnification. If the Association incurs any maintenance costs because of the willful or negligent act or omission of any Owner or Occupant (including, but not limited to, any damage to the Common Area caused by a water leak or overflow from the Owner's Unit) or such Owner's breach of this Declaration, the Association shall charge the cost to the Owner of the Condominium responsible for the costs and may levy a reimbursement assessment as described in **Section 6.5**. The Owner immediately shall pay the charge or reimbursement assessment to the Association, together with interest thereon at a rate of 12% per annum, but not in excess of the maximum rate authorized by law. If the Owner disputes the charge, the Owner shall be entitled to notice and a hearing as provided in **Section 5.4.4**. The Association shall not charge the Owner to the extent that the cost is met through insurance maintained by the Association, provided any deductible amount shall be paid by the Owner. Further, each Owner shall indemnify, defend, and hold harmless the other Owner for any costs, damages, claims, liabilities, or expenses incurred by such Owner due to the negligence, willful misconduct, or breach of this Declaration by the indemnifying Owner.

Notwithstanding the foregoing, the Association need not submit a claim under the Association's policy if the Board makes a good faith determination that the adverse effect of submitting a claim (such as cancellation of the policy or a substantial increase in premiums) outweighs the benefits that may be received by submitting the claim.

4.7 Failure to Maintain or Comply with Obligations under this Declaration. If the Association or an Owner fails to perform their respective maintenance obligations hereunder ("Non-Maintaining Party"), the other Owner (the "Requesting Owner") may provide to the Non-Maintaining Party a written notice (the "Notice of Deficiency"), which shall briefly specify the conditions which the Requesting Owner finds to be deficient or describing the obligations which have not been performed, and request that such deficiency be cured within a specified reasonable period of time, which period of time shall be no more than thirty (30) days. If the Requesting Owner determines that such deficiency continues to exist at the end of the period of time specified in the Notice of Deficiency, the Requesting Owner, at its option, may enter on and cure any maintenance deficiencies or such other defaults or seek any other remedy available at law or in equity. Notwithstanding the foregoing, if the failure by the Association or Non-Maintaining Owner to perform their obligations hereunder is an emergency which threatens harm to person or property, the Requesting Owner shall be entitled to take such actions as may be reasonable under the circumstances to cure such defaults without prior notice.

If the Requesting Owner elects to exercise its remedies hereunder, the Non-Maintaining Owner shall reimburse the Requesting Owner for its reasonable costs and expenses incurred within fifteen (15) days after receipt of a statement therefor.

ARTICLE 5
The Association

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5.1 Formation of the Association. The Association is a nonprofit mutual benefit corporation formed under the laws of the State of California. The Association shall commence operations no later than the date that assessments commence as described in **Section 6.6**. Pending the commencement of the Association's operations, Declarant shall perform the duties and shall have the rights of the Association as described herein.

5.2 Governing Body. The governing body of the Association shall be the Board. It shall be the responsibility of the Board to ensure that the Association exercises its rights and performs its duties as described within this Declaration, the Articles, the Bylaws and any amendments thereto.

5.3 Membership. Each Owner shall automatically be a Member of the Association. If there is more than one Owner of a Condominium, each Owner shall be a Member. The holder of a security interest in a Condominium shall not be a Member of the Association except and until that holder obtains both the legal and equitable interest in the Condominium. Membership shall be appurtenant to the Condominium and may not be separated therefrom. Any transfer of an Owner's interest in a Condominium (other than a security interest), by operation of law or otherwise, automatically transfers the membership to the Owner's successor in interest. No Owner may resign or revoke his or her membership for any reason.

5.4 Powers of the Association. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the general nonprofit mutual benefit corporation laws of California, subject only to such limitations on the exercise of these powers as are set forth in the Articles, Bylaws and this Declaration. The Association shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, each of the following:

5.4.1 Levying Assessments. The Board shall establish, fix and levy assessments against the Condominiums and collect and enforce payment of such assessments in accordance with the provisions of **Article 6** of this Declaration.

5.4.2 Adopting Rules. The Board may adopt, amend and repeal Rules as it considers appropriate. Rules shall apply generally to the management and operation of the Development and/or the conduct of the business and affairs of the Association and may regulate the use and enjoyment of the Common Area, the use of any commonly-metered utilities that are paid by the Association and such other matters as are authorized in this Declaration.

Any Rules adopted by the Board shall apply to all Owners or Occupants in a uniform and nondiscriminatory manner. The Board may adopt a Rule as the result of an act or omission of any Owner or Occupant or their family members or guests or a Rule that does not directly affect all Owners or Occupants in the same manner as long as the Rule applies to all Owners or Occupants.

5.4.3 Imposing Disciplinary Action. In addition to any other enforcement rights described in this Declaration and the Bylaws or as may be authorized by law and subject to the due process requirements imposed by this Declaration, the Bylaws or by law, the Board may take any of the following actions against any Person whose act or failure to act violates or threatens to violate any provisions of this Declaration, the Bylaws or Rules: (a) impose monetary penalties, including late charges and interest; and (b) commence any legal or equitable action for damages, injunctive relief or both. Subject to the provisions of **Section 11.8**, the determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Board. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents; and, except as otherwise provided herein, the prevailing party in such action shall be entitled to recover costs and reasonable attorneys' fees. The Board, in its sole discretion, may resolve or settle any dispute, including any legal action in which the Association is a party, under such terms and conditions as it considers appropriate.

(i) If the Board adopts a policy imposing monetary penalties, including any fee on any Member for a violation of the Governing Documents, including any monetary penalty relating to the activity of a Member, or Member's Permittee or the Member's Occupant or their Permittee, the Board shall adopt and distribute to each Member, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed. The Board may change the schedule from time to time and shall distribute a notice of such changes to the Members in the same manner as the schedule of penalties.

(ii) The imposition of any disciplinary action, including, but not limited to, the imposition of monetary penalties except as otherwise noted herein, shall be subject to such notice and other procedural and substantive due process procedures as may be required by law.

5.4.4 Delegating Duties. Except as may be limited by the Bylaws, the Board may delegate any of the Association's powers and duties to its committees or agents, including a professional management agent.

5.4.5 Implementing Special Fees: The Board may implement special fees to reimburse the Association for special costs incurred as a result of actions taken by Owners.

5.5 Duties of the Association. In addition to the duties described in the Articles or Bylaws, or elsewhere in this Declaration, the Association shall have the duty to procure, maintain and review the insurance as described in **Article 7**; levy and collect assessments as described in **Article 6**; and prepare and distribute financial statements and reports as described in **Section 5.8**. The Association shall perform such other acts as may be reasonably necessary to exercise its powers to perform its duties under any of the provisions of this Declaration, the Articles, Bylaws, Rules or Board resolutions.

5.6 Taxes and Assessments. The Association shall pay all real and personal property taxes and assessments and all other taxes levied against the Association, the Common Area or the personal property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

Until such time as real property taxes against the Development are segregated so that real property taxes are assessed against each Condominium (in addition to any supplemental tax assessments levied against any Condominium), the non-segregated tax amount shall be allocated among all the Condominiums in the same manner that regular assessments are allocated as described in **Section 6.8**, provided that if any portion of the regular assessments are prorated among the Condominiums, the non-segregated tax amount shall be allocated in the same manner. The Association shall take all appropriate steps to collect each Condominium's allocable share so that the non-segregated taxes may be paid in a timely and proper manner. The Association may levy a special assessment against the Condominiums to collect the non-segregated tax amount. Any Owner who breaches the Owner's duty to pay the Owner's allocable share in a timely and proper manner shall be liable for any penalties, interests, fees or other such costs incurred as a result of the breach.

A Unit Owner is not responsible for the real property taxes that may be assessed against the other Unit.

5.7 Utility Service. The Association shall acquire, provide and pay for water, sewer, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the Common Area. Utilities exclusively serving a Unit shall be separately metered to each Unit.

5.8 Reporting and Notice Requirements. The Association shall prepare and distribute such financial reports as may be required by the Board or by law.

ARTICLE 6
Assessments

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6.1 Obligations to Pay Assessments. The Owner of each Condominium is obligated to pay any assessments levied against that Owner's Condominium on or before the due date of the assessment. If there is more than one Owner of the Condominium, the obligation is joint and several. Each Owner automatically personally assumes the obligation to pay any assessments against the Owner's Condominium (including, but not limited to, any portion of the annual regular assessment not yet due and payable) and agrees to allow the Association to enforce any assessment lien established hereunder by nonjudicial proceedings under the power of sale or by any other means authorized by law. The Owner shall be liable for the full assessment levied against that Owner's Condominium regardless of the Owner's possession or use of the Condominium, the Common Area or any services rendered by the Association. The Owner has no right or power to commit or omit any act, such as waiving the right to use the Common Area in an attempt to eliminate or reduce the assessments against that Owner's Condominium. An assessment shall be both a personal obligation of the Owners of the Condominium against which the assessment is levied and, on the recordation of a notice of delinquent assessment, a lien against the Condominium. Any Owner who transfers a Condominium shall remain personally liable for any unpaid assessments that accrued on or before the date of the transfer. No Owner, including a Ground Lessor, shall be liable for any defaults of the Owner or ground lessor's predecessor in interest in the payment of any assessment that has accrued prior to the date the Owner or Ground Lessor becomes the Owner of the Condominium unless that Owner or Ground Lessor expressly assumes the obligation to cure the delinquent assessments. Notwithstanding the foregoing, any Owner (other than an institutional Mortgagee as described in **Section 9.3** or a Ground Lessor) who becomes the Owner of a Condominium on which a lien for a delinquent assessment has been established will become the Owner of the Condominium subject to the lien and the Association's enforcement remedies as a result thereof unless the Owner becomes the Owner of the Condominium under a foreclosure or trustee sale resulting from a foreclosure or exercise of a power of sale under a Mortgage, deed of trust, or other lien recorded before the recordation of the notice of delinquent assessment and except as provided in **Section 9.3**.

6.2 Annual Regular Assessment. Prior to the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the annual regular assessment for the forthcoming fiscal year. At such meeting, the Board shall review the preliminary pro forma operating budget prepared for the forthcoming fiscal year, any written comments received from Members, Mortgagees, and such other related information that has been made available to the Board. After making any adjustments that the Board considers appropriate, the Board will establish an annual regular assessment for the forthcoming fiscal year. Each annual regular assessment may include a portion for reserves as described in **Section 6.3**.

If the Board for any reason fails to take the appropriate steps to establish the annual regular assessment for the next fiscal year, the annual regular assessment for the preceding fiscal year shall continue in effect subject to the Board's right at any time during the next fiscal year to adjust the assessment pursuant to the procedures described herein.

6.3 Reserves, Reserve Accounts and Reserves Study. Each annual regular assessment may include a portion for reserves in such amount as the Board in its discretion considers appropriate to meet the cost of the future repair, replacement or additions to the capital Improvements that the Association is obligated to maintain and repair.

Reserve funds, if collected, shall be deposited in a separate account; and the signatures of at least two persons, who shall either be members of the Board or one officer who is not a member of the Board and a member of the Board, shall be required to withdraw monies from the reserve account. Reserve funds may not be expended for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, capital Improvements that the Association is obligated to maintain.

6.4 Special Assessments. The Board may levy a special assessment if the Board in its discretion determines that the Association's available funds are or will become inadequate to meet the estimated expenses of the Association, including, but not limited to, expenses resulting from inadequate reserves,

unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital Improvements, inadequate insurance proceeds, or other unanticipated expenses. The Board may levy the entire special assessment immediately or levy it in installments over a period the Board considers appropriate.

6.5 Reimbursement Assessments. The Board shall have the authority to levy reimbursement assessments against a Condominium Owner to reimburse the Association for any costs incurred or to be incurred by the Association as the result of any act or omission of any Owner or Occupant or their Permittees. The levy shall not include any portion that is paid or will be paid by any insurer under a policy maintained by the Association. Payment of the deductible amount shall be the responsibility of the Owner and is subject to a reimbursement assessment. If the reimbursement assessment is levied and paid before all or any portion of the costs have been incurred by the Association and the amount paid exceeds the costs incurred, the Association promptly shall refund the excess to the Owner. If the costs exceed the amount, the Owner shall reimburse the Association within 30 days thereafter. If payment is not made when due, the payment shall be considered a delinquent assessment and the Association may enforce the delinquent assessment as described in **Section 6.9** subject to the non-judicial foreclosure restrictions described in this **Section 6.5**.

In addition to reimbursing the Association for costs necessary to repair any Common Area or other property that is maintained by the Association, the Association may seek reimbursement for any costs incurred by the Association, including attorneys' fees, to bring the Owner or Occupant or the Owner's Condominium into compliance with this Declaration, the Articles, Bylaws or Rules. A reimbursement assessment may not be levied against any Condominium until notice and hearing have been provided the Owner as described in **Section 5.4.3**, and under no circumstances may a reimbursement assessment (or a monetary penalty imposed by the Association as a disciplinary measure for violation of this Declaration or the Rules) become a lien against the Owner's Condominium that is enforceable by nonjudicial foreclosure proceedings under a power of sale. The foregoing restriction on enforcement is not applicable to late payment penalties or interest for delinquent assessments or charges imposed to reimburse the Association for loss of interest or for collection costs, including reasonable attorneys' fees, for delinquent assessments.

6.6 Commencement of Regular Assessments. Annual regular assessments shall commence on the date selected by the Owners of both Condominiums.

6.7 Due Dates of Assessments. Unless otherwise directed by the Board or unless accelerated as described herein, the annual regular assessment shall be collected in 12 equal monthly installments; and each installment shall be due and payable on the first day of each month. If any monthly installment is delinquent, the Board, at its election, may accelerate the remaining installment payments so that the entire remaining balance of the annual regular assessment is immediately due and payable. Special assessments shall be due on such date or dates as selected by the Board. Reimbursement assessments shall be due and payable ten days after the Owner receives the notice of the reimbursement assessment. The notice shall be deemed received on the date described in **Section 11.12**.

Any annual regular assessment installment (including any accelerated installments), special assessment or reimbursement assessment not paid within 15 days after the due date shall be delinquent, shall bear interest at the rate of 12% per annum from 30 days after the due date until paid, and shall incur a late penalty in an amount to be set by the Board from time to time, not to exceed the maximum amount permitted by law.

6.8 Allocation of Regular and Special Assessments. Regular and special assessments levied by the Board shall be allocated based on the gross square footage each Condominium bears as compared to the gross square footage of all Condominiums as described in **Exhibit B**.

Notwithstanding anything herein to the contrary, if any Condominium is used in such a manner that increases the Association's maintenance, reserve, insurance or administrative costs and the increase can be attributed reasonably to the use of a particular Condominium, the Board may specially allocate the amount of the increase to that Condominium. Prior to implementing such a special allocation, the Board shall provide notice to the Condominium Owner, which shall include a reasonable description of the reasons for the special

allocation and shall offer the Owner the opportunity to address the Board regarding the Owner's position on the special assessment.

6.9 Enforcement of Delinquent Assessments. The Association may elect to pursue one or more of the following remedies in the event of a delinquent assessment:

6.9.1 Personal Obligation. The Association may bring a legal action directly against the Owner for breach of the Owner's personal obligation to pay the assessment and in such action shall be entitled to recover the delinquent assessment or assessments, accompanying late charges, interest, costs and reasonable attorneys' fees. Commencement of a legal action shall not constitute a waiver of any lien rights as described in **Section 6.9.2.**

6.9.2 Assessment Lien. Except as set forth in **Section 6.5,** the Association may impose a lien against the Owner's Condominium for the amount of the delinquent assessment or assessments, plus any costs of collection (including reasonable attorneys' fees), late charges and interest, any may enforce the lien as authorized by the applicable provisions of the Commercial Act (Civil Code sections 6800 through 6876).

6.10 Estoppel Certificate. Within ten days of the mailing or delivery of a written request by any Owner, the Board shall provide the Owner with a written statement containing the following information: (i) whether to the knowledge of the Association, the Owner or Occupant of the Owner's Condominium is in violation of any of the provisions of this Declaration, the Articles, Bylaws or Rules; (ii) the amount of regular and special assessments, including installment payments, paid by the Owner during the fiscal year in which the request is received; and (iii) the amount of any assessments levied against the Owner's Condominium that are unpaid as of the date of the statement, including any late charges, interest or costs of collection, and that, as of the date of the statement, are or may be made a lien against the Owner's Condominium as provided by this Declaration. The Association may charge a fee to provide this information provided the fee shall not exceed the Association's reasonable cost to prepare and reproduce the requested items.

ARTICLE 7
Insurance

7.1 Association Liability Insurance. The Association shall obtain and maintain the following liability policies:

7.1.1 General Liability Policy: A general liability insurance policy insuring the Association, any manager, the Association's directors and officers, and the Owners against any bodily injury or property damage from any accident or occurrence within the Common Area or any areas maintained by the Association. The limits of such insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, combined single limit of bodily injury and property damage liability. Such insurance shall be provided with coverage terms provided by Insurance Services Offices (ISO) form CG 0001, or equivalent. Such insurance shall also be provided for liability arising out of the use of hired or non-owned automobiles. The required limits may be satisfied through the combination of primary Commercial General Liability and Umbrella Liability insurance and other liability or risk customarily covered with respect to projects similar in construction, location and use and shall require at least 30 days' written notice to the Association before the policy can be cancelled or substantially modified unless the policy is being replaced with a policy of equivalent coverage. The policy shall be primary and noncontributing with any other liability policy covering the same liability. Any notice of cancellation or material changes to the policy shall be provided by the issuing insurance company in accordance with the notice requirements in the policy. If cancelled the Board shall replace the policy with a substantially equivalent policy.

7.1.2 Directors and Officers Liability Policy: The Association shall procure and maintain a directors and officers liability policy containing such terms and conditions normally and customarily carried for directors and officers of a commercial common interest development.

7.2 Association Property Insurance. The Association shall obtain and maintain a master property insurance policy that satisfies each of the following conditions:

7.2.1 Property Covered. The policy shall cover the following real and personal property: Any Common Area Improvements and Unit Improvements maintained by the Association; the fire life safety system; utility systems serving both Condominiums; and personal property owned or maintained by the Association; but excluding land; foundation; excavations; and other items typically excluded from property insurance coverage. An institutional Mortgagee as defined in **Section 9.1** shall be named a Loss Payee.

7.2.2 Covered Cause of Loss. The policy shall provide coverage against losses caused by fire and risks of direct physical loss, as insured under the ISO "Causes of Loss - Special Form (CP 1030)" or its equivalent. The policy shall also include terrorism insurance.

7.2.3 Dollar Limit. The dollar limit of the policy shall not be less than the full replacement value of the covered property described in **Section 7.2.1** above based in insurance industry standards for determination of replacement costs, provided that there may be lower dollar limits for specified items as is customarily provided in property insurance policies.

7.2.4 Primary. The policy shall be primary and noncontributing with any other insurance policy covering the same loss.

7.2.5 Endorsements. The policy shall contain such endorsements as the Board in its discretion shall elect after consultation with a qualified insurance consultant.

7.2.6 Waiver of Subrogation. To the extent applicable, the policy shall waive all subrogation rights against any Owner or occupant and their employees and agents except to the extent of any deductible.

7.2.7 Deductible. Except as otherwise provided by the Board in writing, when a claim is made on the Association's property insurance policy, an Owner is responsible for payment of the deductible in circumstances: (i) where damage is caused by the fault of the Owner or the Owner's Occupants or their Permittees; and/or (ii) where damage is caused primarily by the failure of an Improvement within the Unit that the Owner is responsible for maintaining. If neither of the foregoing applies as determined by the Board, the Association shall pay the deductible. The Association may levy a reimbursement assessment against an Owner's Condominium as authorized under **Section 6.5** to collect the deductible from the Owner as authorized herein.

7.3 Insurance Rating and Cancellation. The insurance company providing the Association's insurance under **Sections 7.1** and **7.2** shall have an A.M. Best rating of not less than A:VII if authorized to do business in the State of California and a rating of not less than A:X if not authorized to do business in the State of California, provided that if the Board determines that insurance from insurance companies with the required ratings is not available at commercially reasonable rates, the Board may reduce the rating requirements after consultation with a qualified insurance consultant. If the A.M. Best ratings are no longer available, the insurance ratings shall be based on equivalent ratings issued by an independent insurer company rating entity used by financial institutions for insurance rating purposes. All of the policies of insurance maintained by the Association shall contain a provision that such policy or policies shall not be cancelled or terminated, or expired by their terms, or not renewed without 30 days' prior written notice to the Board, the Owners and the Mortgagees and every other Person in interest who shall have requested such notice of the insurer.

7.4 Board's Authority to Revise Insurance Coverage. The Board shall have the power and right to deviate from the insurance requirements contained in this **Article 7** in any manner that the Board, in its discretion, considers to be in the best interests of the Association, provided that the Board shall maintain the minimum insurance requirements set forth in Civil Code section 6840 or in any successor statute thereto. If the Board elects to materially reduce the coverage from the coverage required in this **Article 7** the Board

shall make all reasonable efforts to notify the Members of the reduction in coverage and the reasons therefor at least 30 days prior to the effective date of the reduction.

The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Association, including, but not limited to, the right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

Each Owner irrevocably appoints the Association or the Insurance Trustee described in **Section 7.6** as that Owner's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Association and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Owner had personally taken the action.

7.5 Periodic Insurance Review. The Board periodically (and not less than once every three years) shall review the Association's insurance policies and make such adjustments to the policies' terms and conditions as the Board considers to be in the best interests of the Association. If applicable, the review shall include an appraisal by a qualified appraiser of the current replacement costs of all covered property under the Association's property insurance policy unless the Board is satisfied that the current dollar limit of the property insurance policy, coupled with the amount of actual reserves on hand, is equal to or greater than the current replacement costs.

7.6 Insurance Trustee. All property insurance proceeds payable to the Association under any property insurance policy procured by the Association as described in **Section 7.2**, subject to the rights of Mortgagees under **Article 9**, may be paid to a trustee as designated by the Board to be held and expended for the benefit of the Owners and Mortgagees as their respective interests shall appear. The trustee shall be a commercial bank or other financial institution with trust powers in Alameda County that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

7.7 Owners' Insurance Requirements. Each Condominium Owner shall procure and maintain property insurance against losses to personal property within the Owner's Unit and any utility improvements located either partially or fully within the unit that exclusively serves the Owner's Unit. Each Owner shall also be required to maintain terrorism insurance. Each Owner also is advised to carry unit owner building insurance for the Improvements within the Unit to the extent not covered under **Section 7.2.1**. Each Condominium Owner shall procure and maintain a general liability policy in an amount not less than \$2,000,000 for any liability incident to bodily injury or property damage from any accident or occurrence within the Unit. The Association and the other Condominium Owner shall be named as an additional insured under the policy and the policy shall provide that ten days' written notice be provided to the Association before the policy can be canceled or substantially modified. An institutional Mortgagee as defined in **Section 9.1** shall be named a Loss Payee.

No Owner shall separately insure any property covered by the Association's property insurance policy as described in **Section 7.2** above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Condominium to collect the amount of the diminution.

Each Owner is strongly advised to seek the advice of a qualified insurance consultant regarding the Owner's property and liability insurance obligations under this Section 7.7 and regarding loss of use and unit owners building insurance coverage. In addition, Owners, particularly subsequent Owners, should determine whether any upgrades or additions to the Unit have been made after the initial occupancy of the Unit to determine whether the Owner should acquire additional insurance coverage.

7.8 Other Insurance. In addition to the policies described in **Sections 7.1 and 7.2**, the Association may obtain and maintain the following insurance:

- (i) Workers Compensation Insurance to the extent required by law;
- (ii) fidelity bonds or insurance covering officers, directors and employees who have access to any Association funds; and
- (iii) such other insurance as the Board in its discretion considers necessary or advisable after consultation with a qualified insurance consultant.

ARTICLE 8
Damage, Destruction or Condemnation

8.1 Restoration Defined. As used in this **Article 8**, the term “restore” shall mean repairing, rebuilding or reconstructing Improvements damaged or destroyed as a result of a fire or other casualty to substantially the same condition and appearance in which they existed prior to fire or other casualty damage.

8.2 Insured Casualty. If any Improvement is damaged or destroyed from a risk covered by the insurance required to be maintained by the Association and the insurance proceeds are sufficient to cover the loss, then the Association, to the extent permitted under existing laws and except as otherwise authorized under this **Article 8**, shall restore the Improvement subject to such changes as may be required by Applicable Law. The Association shall proceed with the filing and adjustment of all claims arising under the existing insurance policies. The insurance proceeds shall be paid to and held by the Association or an insurance trustee selected under the provisions of **Section 7.6**. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid into reserves and held for the benefit of the Association.

If any Unit Improvement maintained by the Unit Owner that is visible from the Common Area or the other Unit is damaged or destroyed, the Unit Owner shall be obligated to restore the Improvement.

8.3 Inadequate Insurance Proceeds or Uninsured Loss. If the insurance proceeds are insufficient to restore the damaged Improvement or the loss is uninsured, the Board shall add to any available insurance proceeds all reserve account funds designated for the repair or replacement of the damaged Improvement. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored. If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to pay the total costs of restoration, a special assessment shall be levied by the Board. Any special assessment levied to cover a shortfall in available repair proceeds shall be allocated among the Condominiums in accordance with **Section 6.8** and without regard to the extent of the damage or destruction to the Condominiums.

8.4 Rebuilding Contract. In connection with the restoration required hereunder, the Board or its authorized representative shall obtain bids from at least two licensed and reputable contractors and shall accept the repair and reconstruction work from whomever the Board determines to be in the best interests of the Members. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the repair and reconstruction funds shall be disbursed to the contractor according to the terms of the contract. The Board shall take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. Such construction shall be commenced no later than one year after the event requiring reconstruction and shall thereafter be diligently prosecuted to completion. Such construction shall return the Development to substantially the same condition and appearance in which it existed prior to the damage or destruction.

Notwithstanding the foregoing, if the Investor Limited Partner is no longer an investor in an Owner of a Condominium, the Board, or Unit Owner, as applicable, may elect not to restore as required in **Sections 8.2, 8.3 and 8.4**, and the Board may take such other action it determines appropriate. Any disputes in this regard shall be resolved with the dispute resolution procedure set forth in **Section 8.6**.

8.5 Condemnation. If there is a total taking of the Development, meaning a taking (i) that renders more than 50% of the Condominiums uninhabitable or (ii) that renders the Development as a whole uneconomical, in either event as determined by the unanimous consent of the Owners, the Investor Limited Partner, and their respective first Mortgagees, the proceeds of any such total taking of the Development, after payment of all expenses relating to the taking, shall be paid to all Owners and to their respective first Mortgagees as their interests appear in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Owners' Condominiums.

In the case of a partial taking of the Development, meaning a taking that is not a total taking as described above, the proceeds from the sale or taking shall be paid or applied in the following order of priority; and any judgment of condemnation shall include the following provisions as part of its terms:

(i) to any prevailing party in any condemnation action to whom such expenses are awarded by the Court to be paid from the amount awarded; then

(ii) to Owners and their respective first Mortgagees as their interests may appear whose Condominiums have been taken in an amount up to the fair market value of such Condominiums as determined by the Court in the condemnation proceeding or by an independent, qualified appraiser selected by the Board, less such Owner's share of expenses paid pursuant to the preceding subsection (i) (which share shall be allocated on the basis of the fair market value of the Condominium). After such payment, the Board or individuals authorized by the Board acting as attorney-in-fact of all Owners shall amend the Condominium Plan, the subdivision map (if necessary), and this Declaration to reflect such partial taking and to adjust the undivided ownership interests of the Owners in the Common Area in accordance with **Section 6.8**; then

(iii) to any remaining Owner and to his or her first Mortgagees, as their interests may appear, whose Condominium has been diminished in fair market value as a result of the taking disproportionately to any diminution in value of all remaining Condominiums but, as of a date immediately after any announcement of condemnation, in an amount up to the disproportionate portion of the total diminution in value; then

(iv) to all remaining Owners and to their respective first Mortgagees, as their interests may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each remaining Owner's Condominium bears to the fair market value of all remaining Owners' Condominiums as determined by the Court in the condemnation proceeding or by an independent, qualified appraiser selected by the Board.

8.6 Dispute Resolutions. If there are any disputes regarding the rights and/or duties of the Owners or the Association under this **Article 8**, the dispute shall be submitted to mediation and, if necessary binding arbitration, to JAMS, any successor thereto or any other alternative dispute resolution provider acceptable to the parties for resolution. If the mediation is unsuccessful, the dispute shall be resolved by binding arbitration in accordance with JAMS' commercial rules. The mediation and arbitration shall be held in Alameda County. The parties shall be entitled to the discovery rights provided by Code of Civil Procedure section 1283.05. The arbitrator may award costs and attorneys' fees to the prevailing party. The arbitrator's decision shall be binding on the parties and may be enforced in any court of competent jurisdiction.

ARTICLE 9
Rights of Mortgagees

9.1 Lender Definitions. Unless the context indicates otherwise, the following terms as used in this **Article 9** shall have the definitions contained in this **Section 9.1**. An "institutional" Mortgagee is a first Mortgagee that is: (i) a federally or state chartered or licensed bank or savings and loan association; (ii) a mortgage company or other entity chartered or licensed under Applicable Laws whose principal business is lending money on the security of real property or investing in such loans; (iii) an insurance company; (iv) a

federal or state agency or instrumentality including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; or (v) an insurer or governmental guarantor of a first Mortgage including the Federal Housing Administration and the federal Department of Veterans Affairs. A “first Mortgage” or “first Mortgagee” is one having a priority as to all other Mortgages encumbering the same Condominium or other portions of the Development.

9.2 Encumbrance. Any Owner may encumber his or her Condominium with a Mortgage or Mortgages. The Association may not encumber the Development including any Common Area or any Condominium (or any Improvements) with a Mortgage or Mortgages in any way without the consent of the Owners of both Condominiums and the Investor Limited Partner.

9.3 Rights of Institutional Mortgagees. Any institutional Mortgagee who becomes the Owner of a Condominium pursuant to the remedies provided in the first Mortgage, including judicial foreclosure or nonjudicial foreclosure under a power of sale or a deed in lieu of foreclosure, shall become the Owner of the Condominium free of any obligation to pay any assessments that were delinquent as of the date the Mortgagee acquired title to the Condominium, including any interest, penalties or late charges in connection therewith. The Mortgagee as Owner of the Condominium shall be obligated to pay any assessments that were not delinquent as of the date the Mortgagee became the Owner of the Condominium and all future assessments levied against the Condominium as long as the institutional Mortgagee remains the Owner of the Condominium, including any special assessments levied by the Association to raise operating or reserve funds needed because of uncollected delinquent assessments, as long as the special assessment is allocated among all the Condominiums as provided in **Section 6.8**.

9.4 Subordination. Any assessment lien established under the provisions of this Declaration is expressly made subject to and subordinate to the rights of any Mortgagee under a Mortgage that encumbers all or any portion of the Development or any Condominium made in good faith and for value and recorded before the recordation of a notice of delinquent assessment. No assessment lien shall in any way defeat, invalidate or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates in writing its interest to such lien. If any Condominium is encumbered by a Mortgage made in good faith and for value, the foreclosure of any assessment lien cannot operate to effect or impair the lien of any Mortgage recorded prior to the recordation of the notice of delinquent assessment. Upon the foreclosure of any prior-recorded Mortgage, any lien for delinquent assessment shall be subordinate to the Mortgage lien; and the purchaser at the foreclosure sale shall become the Owner of the Condominium free of the assessment lien. By becoming the Owner of the Condominium, the purchaser shall be obligated to pay only assessments or other charges that were not delinquent at the time the purchaser became the Owner of the Condominium or that were levied by the Association on or after the date the purchaser became the Owner of the Condominium. Any subsequently-levied assessments or other charges may include previously-unpaid assessments, provided all Owners, including the purchaser and its successors and assigns, are required to pay their proportionate share of such unpaid assessments.

9.5 Breaches. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith or for value; but all of the covenants, conditions and restrictions shall be binding on any Owner who became the Owner of the Condominium through foreclosure sale, trustee sale or otherwise.

9.6 Payment of Taxes and Insurance. First Mortgagees or the Investor Limited Partner may, jointly or singly, pay taxes or other charges as to which the Association is in default and that may or have become a charge against any Condominium and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Association’s property insurance policy. First Mortgagees or the Investor Limited Partner making such payments shall be owed a reasonable reimbursement for such expenditures from the Association and the Association shall, upon request by a first Mortgagee or the Investor Limited Partner, execute an agreement in a form reasonably acceptable to the Association, in favor of the Mortgagee or Investor Limited Partner, as applicable reflecting entitlement to a reasonable reimbursement.

9.7 Appearance at Meetings. In compliance with all Applicable Laws, a First Mortgagee may attend meetings of the Board (excluding any executive session) and Members.

9.8 Rights on Default. A first Mortgagee may request notice of a default by an Owner and may pay any assessments or take any action reasonably necessary to cure any other default by such Owner within sixty days of receiving a notice with the same effect as such cure by the Owner itself.

9.9 Audit. In accordance with all Applicable Laws, a first Mortgagee shall, upon reasonable request and notice, be entitled to: (a) inspect the books and records of the Association during normal working hours; and (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any Fiscal Year of the Association, provided such audited financial statement shall be performed at the sole cost of the Mortgagee making such request.

ARTICLE 10
Amendments

This Declaration may be amended with the written consent of the Owners of both Condominiums, the Investor Limited Partner, and the consent of the Ground Lessor as long as any Ground Lease remains in effect. The consent given by any one Owner of a Condominium shall be deemed conclusively to be the consent given by all Owners of that Condominium. Notwithstanding the forgoing, **Article 9** and this **Article 10** may not be amended without the consent of Wells Fargo Bank, National Association, so long as it is a first Mortgagee on either of the Condominiums. The amendment shall be effective when recorded in the records of the Alameda County, California, signed by the Owners of both Condominiums or by any officer of the Association certifying that the amendment was duly approved by the Owners as required under this **Article 10**.

ARTICLE 11
Miscellaneous Provisions

11.1 Headings. With the exception of **Article 1**, the headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

11.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions or any portion thereof shall not invalidate any other provision or any portion of the provisions not found invalid or unenforceable.

11.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and nonexclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

11.4 Discrimination. No Owner shall execute or cause to be recorded any instrument that imposes a restriction on the sale, leasing or occupancy of the Owner's Condominium on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income as defined in Government Code section 12955(p), disability, veteran or military status, or genetic information.

11.5 Notification of Sale. No later than five days after the closing of the sale of any Condominium, the new Owner shall notify the Association of such sale. Such notification shall be in writing and shall set forth the name and address of the new Owner and the date of sale.

11.6 Reservation or Grant of Easements. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in any deed to any Condominium.

11.7 Incorporation of Exhibits. All exhibits referred to herein and attached to this Declaration are incorporated herein by reference as fully set forth herein.

11.8 Enforcement Rights and Remedies. The covenants, restrictions, rights and duties contained in this Declaration constitute covenants running with the land and equitable servitudes that benefit and bind each Condominium in the Development, each Owner, and each successive Owner thereto, and may be enforced by the Association, the Declarant or any Owner in any legal or equitable action pursuant to the procedures described herein. Declarant may enforce any covenants, restrictions, and rights set forth in this Declaration that expressly benefit Declarant without regard to whether Declarant owns any Condominiums in the Development.

Each Owner acknowledges and agrees that if any Person breaches any of the restrictions contained herein, money damages may not be adequate compensation. As a result, each Owner agrees that in the event of a breach, the non-breaching party, in addition to any other remedy available at law or equity, shall be entitled to equitable relief, including, but not limited to, an order compelling the breaching party to perform an act which the party is required to perform under this Declaration or which is necessary to bring the breaching party or the breaching party's Condominium into compliance with restrictions contained herein or prohibiting the breaching party from performing any act that violates the restrictions.

Notwithstanding anything herein to the contrary, the Association shall have the exclusive right to levy assessments and to take appropriate action to enforce delinquent assessments, including imposition of an assessment lien and the foreclosure of the lien. Furthermore, the Association shall have the primary responsibility for enforcing the restrictions contained in **Article 3**. If any Owner or Occupant desires the Association to take any enforcement action, the Owner or Occupant shall notify the Association in writing of the alleged violation. On receipt, the Board shall review the matter and shall determine what action, if any, to take. Neither the Board nor the Association or any director, officer or agent thereof shall be liable if the Board in the exercise of its judgment elects not to take any action. To the extent applicable, the Board shall comply with the due process requirements described in this Declaration. If within 90 days after receipt of the notice the Board has failed to take any corrective action and the alleged violation has not been cured and is continuing, any Owner may bring an action on the Owner's behalf against the Owner for appropriate legal and/or equitable relief. In such action, the Owner shall bear his or her own costs and attorneys' fees, provided that the prevailing party in such action shall be entitled to recovery of such costs and fees. The Investor Limited Partner shall have the right, but not the obligation, to cure any default of the Owner of the PSH 1 Condominium.

11.9 Term. Unless terminated earlier by written agreement of the Ground Lessor and ground lessees under the Ground Lease, and the prior consent of the Investor Limited Partner, which termination shall be recorded in the County records, this Declaration shall remain in effect until the date both Ground Leases are no longer in effect. Notwithstanding the foregoing, the easements described in **Section 2.3** to the extent still in effect, shall remain in effect until terminated by operation of law.

11.10 Assignment by Declarant. Declarant may assign all or any portion of its rights and delegate all or any portion of its duties to any other Person; and from and after the date of such assignment and/or delegation, the Declarant shall have no further rights and/or duties hereunder with respect to the rights assigned and duties delegated. Any successor or assignee of rights and duties of the Declarant shall execute an instrument assuming the rights and duties of the Declarant assigned and delegated hereunder and thereafter shall be entitled to exercise all the rights of Declarant so assigned and shall be obligated to perform all the Declarant's duties so delegated, provided such successor or assignee shall not be liable in any manner for any act or omission committed or omitted by the Declarant before the date the successor or assignee succeeded to the rights of the Declarant hereunder.

11.11 Attorneys' Fees. Except as provided herein, in the event of any litigation or alternative dispute resolution procedure arbitration regarding the rights or duties under the Governing Documents of the Association or any Member, the prevailing party in such proceeding, in the discretion of the judge or decision-maker, shall be entitled to recover costs, including reasonable attorneys' fees.

11.12 Notices. Any notice permitted or required by this Declaration, the Articles, Bylaws or Rules shall be considered received on the date the notice is personally delivered to the recipient or 48 hours after the notice is deposited in the United States mail, first-class, registered or certified, postage fee prepaid and addressed to the recipient at the address that the recipient has provided the Association for receipt of notice or, if no such address was provided, at the recipient's Condominium address in the Development.

11.13 No Enforcement Waiver. Failure to enforce a restriction in the past in and of itself shall not constitute a defense to any action brought against any Owner for violation of any restriction contained herein. Each Owner, by acceptance of a deed to a Condominium in the Development, acknowledges that the enforcement of these restrictions may vary as a result of different Owners or Boards, changing conditions, or other reasons and agrees that the failure of any Owner, Board or Committee to enforce any particular restriction, even if such failure is for an extended period of time, shall not in any manner restrict or estop the right of any Owner, Board or Committee to enforce these restrictions at any future time.

11.14 Statutory Reference. Any reference to a governmental statute in this Declaration includes any amendments to the statute. If the statute is replaced by an equivalent statute, the equivalent statute shall be the applicable statute.

[signature blocks on following page]

DRAFT

Declarant has executed this Declaration as of _____.

LAKEHURST AND MOSLEY LP,
a California limited partnership

By: ICD Lakehurst LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

By: _____
Gregory Kats, Secretary and Treasurer

MOSLEY AND MABUHAY LP,
a California limited partnership

By: ICD Mosley LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

By: _____
Gregory Kats, Secretary and Treasurer

DRAFT

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)

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

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

WITNESS my hand and official seal.

Signature _____

DRAFT

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)

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

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

WITNESS my hand and official seal.

Signature _____

DRAFT

EXHIBIT A

Common Use Areas

[See Attached]

EXHIBIT B
Assessments

DRAFT

Assessments are allocated based on the estimated square footage of the gross square footage of each Condominium. The estimated square footages are derived from plans and not actual measurements. If there is any conflict between the square footages in this **Exhibit A** and the actual square footages, the estimated square footages in this **Exhibit A** shall control to retain a stable, reliable and constant allocation schedule.

Unit	Gross Square Footage	Assessment Percentage
PSH 1		
PSH 2		

The undersigned, the ground lessor of the real property described in Recital A to the foregoing The Estuary Declaration of Restrictions (CC&Rs) (the "Declaration") certifies that it consents to the recordation of the Declaration and acknowledges and agrees the property is subject to all of the benefits and bound by all of the burdens set forth in this Declaration.

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

By: _____

Print Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____



ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 5.B

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: January 17, 2024

Re: Adopt the Authorizing Resolution No. 2024-01 for the Ground Lease and Cash Loans, Approve the Financing and Ownership Structure for Linnet Corner, and Approve and Authorize the President to Negotiate and Execute a Contract Not to Exceed \$31,305,183.75 with J.H. Fitzmaurice for General Contractor Services.

BACKGROUND

The Housing and Community Development Department provides monthly reports on projects under construction where either The Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees. The project is expected to close on the construction financing in February 2024, so in lieu of a monthly report, this report summarizes the current status and describes the anticipated financing plan. Please see previous monthly Board reports for project details prior to this report.

DISCUSSION

Linnet Corner, also referred to as North Housing Senior, is the proposed new construction of a single, four (4) story residential building, with 64 units. The 64 units will include 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There will also be one two-bedroom dedicated as a manager’s unit. Affordability levels will range between 30% and 40% of the Area Median Income (AMI). The project will also have 25% or 16 units serving formerly homeless/homeless senior veterans. Amenities will include a community room, dedicated property management and service provider offices, shared parking, a laundry room, a resident garden, and roof terrace.

The design team, led by HKIT completed building permit ready drawings in September of 2022 and the City of Alameda has confirmed the project has been approved with the building permit ready to be issued upon completion of ground improvements and payments of outstanding building permit fees, which will happen upon closing of construction financing using closing proceeds.

The general contractor, J.H. Fitzmaurice (JHF), competitively bid the project as well as The Estuary I and II in July 2023. Upon completion of the bid in October 2023, JHF provided an updated schedule of values (SOV) showing an overall increase of approximately \$5M since the last estimated SOV in February 2023, which was based on 50% construction documents.

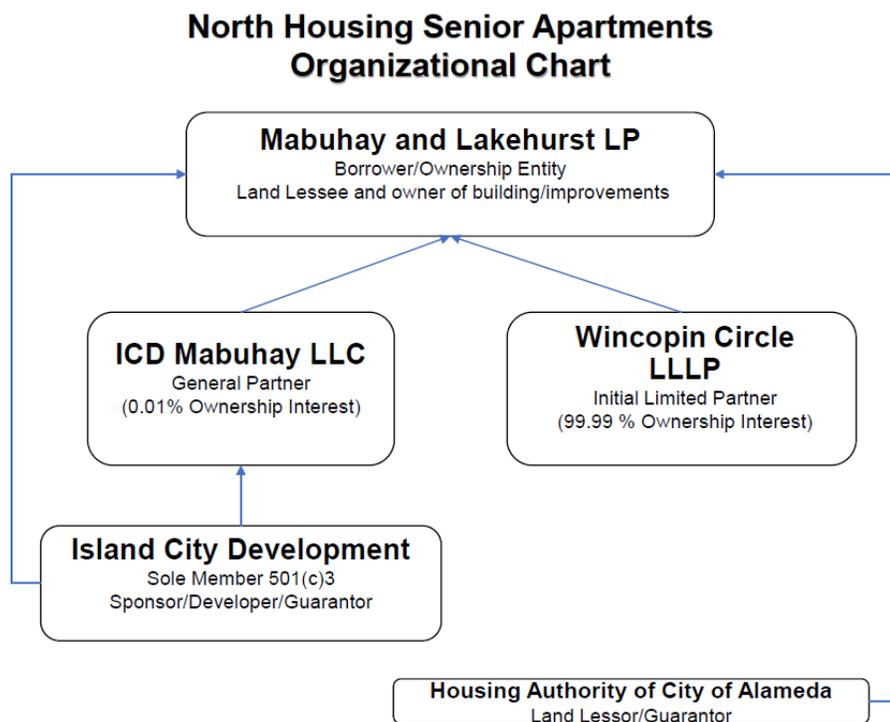


Between the three scopes, Linnet Corner absorbed a total of approximately \$2.75M based on its pro rata share. The financial closing summary below will further discuss the updates to Linnet's Corner's financial projections based on this change.

Staff is working with lenders for all the underwriting and due diligence approvals. The project is anticipated to close financing on or around February 8, 2024, to keep closely aligned with the construction finance closing of The Estuary I. The TCAC and CDLAC hard deadline for closing and beginning construction is March 4, 2024. Construction of the project will take approximately 19 months.

Financial Closing Summary

The tax credit investor and limited partner will be Enterprise Community Partners; the construction and permanent lender will be Bank of America. A sole member LLC (ICD Mabuhay LLC) has been formed to serve as the general partner of the tax credit partnership, Mabuhay and Lakehurst LP (Partnership). Island City Development is the sole member of the general partner LLC. AHA is the initial limited partner and will be replaced by Enterprise as the investor.



The Partnership will serve as the owner of the improvements and AHA will remain as the owner and lessor of the land. The Board approved an option to ground lease the property based upon a capitalized value of 99 year ground lease at a \$1/year for a total of \$99, in order to meet the requirements of the State of California Housing and Community Development funding guidelines. However, the investor has requested that the ground lease be structured in a manner that allows for net cash flow ground lease rent based on the fair



market value. The current structure of the land value is shown as a 99-year operating lease at Fair Market Value. Staff are working with all lenders and ICD's auditor to pursue the structure that is amenable to all parties and can be supported by the project.

The project was awarded Project-Based Section 8 Vouchers for 40 of the 64 total units. The Partnership and the Housing Authority executed the Agreement to Enter into a Housing Assistance Payment Contract (AHAP) on October 4, 2023.

Project financing for Linnet Corner includes investor equity through the sale of 4% Low Income Housing Tax Credits. The project also received state financing from the Department of Housing and Community Development (HCD) in Multifamily Housing Program Funds (MHP), Veterans and Homelessness Prevention Program (VHHP) Funds, and Infill Infrastructure Grant (IIG) Funds for a total commitment of \$20,635,312. Additionally, per the 2022 Reserve policy, AHA provided a \$2,438,000 commitment to the project which was matched by an award of \$1,000,000 in HCD Local Housing Trust Funds for a total commitment of \$3,438,000. The Partnership received a bond allocation in the amount of \$25,184,366 issued by California Municipal Authority (CMFA) and has applied for a supplemental allocation from the California Debt Allocation Committee (CDLAC) for an additional \$2,000,000 to cover the increased pro rata share of costs; the revised bond allocation will be \$27,184,366. The status of the Partnership's supplemental allocation request is anticipated to be heard and awarded during the January 17, 2024, CDLAC meeting.

Bank of America will directly purchase the \$27,184,366 in private activity bonds from CMFA at construction loan closing. Bank of America has also committed to providing a conventional, taxable construction loan currently projected to be \$5,562,071. Additionally, the project received \$945,000 from the Federal Home Loan Bank of San Francisco (FHLB) in Affordable Housing Program (AHP) funds. Financing also includes General Partner Equity, projected contribution of \$441,972 in developer fee, and an estimated deferred developer fee of \$1,400,000. A narrative description of the permanent financing is provided below and the financial pro forma is attached as Exhibit A.

- Ground Lease: At the time of construction loan closing, Mabuhay and Lakehurst, LP (Partnership) will enter into a 99-year ground lease with AHA. This limited partnership will be the ownership entity of the Project (Improvements) and ICD Mabuhay LLC will be the general partner of the Partnership. Enterprise will be the limited partner (Investor).
- First Mortgage (Bank of America): The permanent debt is underwritten based on 1) projected Net Operating Income from both tenant rents and 2) project-based section 8 rents.
- Department of Housing & Community Development (HCD): The project also received state financing from the Department of Housing and Community Development (HCD) in Multifamily Housing Program Funds (MHP), Veterans and Homelessness Prevention Program (VHHP) Funds, and Infill Infrastructure Grant (IIG) Funds for a total commitment of \$20,635,312. The IIG grant funds will be paid to ICD who will then loan the proceeds back to the partnership.
- Federal Home Loan Bank of San Francisco (FHLB): The project received \$945,000 from the Federal Home Loan Bank of San Francisco (FHLB) in Affordable Housing Program (AHP) funds. The AHP grant will be paid to AHA who will then loan the proceeds back to the partnership.



- Alameda Affordable Housing Corporation (AAHC): AHA provided a \$2,438,000 commitment to the project which was awarded \$1,000,000 in HCD Local Housing Trust Funds for a total commitment of \$3,438,000. This amount will be a loan repaid to the Alameda Affordable Housing Trust Fund (AAHTF).
- Construction Loan (Bank of America): Bank of America will provide a construction loan of approximately \$32,746,437. This loan is comprised of a \$27,184,366 (inclusive of the \$2,000,000 supplemental) in tax-exempt financing and approximately \$5,562,071 in a taxable tail construction loan. This amount provides a cushion above the 50% bond test to ensure project viability for the tax credit and bond programs.
- Deferred Developer Fee: These funds are committed from the Developer, Island City Development. Deferred fees will be paid from cash flow within the ten-year period.
- GP Equity: Approximately \$497,593 will be committed from the GP, ICD Mabuhay LLC at perm conversion. This consists of the project's portion of developer fee that funders require to be put back into the project rather than cashed out and the \$100 partnership admission fee.
- Limited Partner Equity (Enterprise): Cash funds from the limited partner.

Operations

The operating budget assumptions are based on FPI Property Management's current projections and AHA's existing portfolio. This project will service both extremely low- and low-income households, from 30%-40% of the Area Median Income.

Operating Income. Forty (40) of the total 64 units of the Project will be subsidized through a Project Based Voucher contract from AHA. Staff also anticipates that current Housing Choice Voucher (HCV) holders will be interested in Linnet Corner which will provide additional operating income to the project.

Operating Expenses. Projected initial operating expenses are estimated at \$12,344 per unit per year, inclusive of resident services. This includes full-time property manager and maintenance personnel. The operating budget also accounts for approximately \$132,000 for supportive services with \$34,000 being paid through project cash flow and the remaining \$98,000 to be paid in-kind from the Alameda County Health Care Services Agency (HCSA). The Project is expected to qualify for property tax exemption under California's Welfare Exemption for affordable housing developments subject to a tax credit regulatory agreement. The leveraged 17-year term/35 year amortized permanent mortgage at approximately 7.00% interest rate is based on a minimum 1.15 debt service coverage ratio. The soft loans will all be paid pro rata from cash flow after payment of asset management fee, deferred development fee, and payment of partnership fee.

Finally, AHA will be required to provide construction completion, tax credit delivery, and operating guarantees, along with ICD, for the life of the permanent mortgage and through the 15-year initial tax credit compliance period. The financial guarantees will be reflected in AHA's financial statements as "contingent liabilities". The construction guarantee will be released at construction completion and conversion to permanent financing.



The Authorizing Resolution, attached as Exhibit B, and all legal documents associated with the transaction have been prepared and/or reviewed by outside counsel. AHA is represented by Gubb and Barshay for the transaction.

Related Agreements and Development Items

Staff is working with legal counsel and design consultants to prepare a reciprocal access agreement between the North Housing Block A partnerships (The Estuary I, Estuary II, and Linnet Corner). The reciprocal access agreement will outline shared amenities and utilities, including, but not limited to, bicycle parking, dog run, ingress and egress, and vehicular parking.

Additionally, there will be a street maintenance agreement between Carmel Partners and AHA that will cover the maintenance of Lakehurst Circle, which is a private road on AHA land. Carmel Partners and AHA will share the costs of maintenance and tAHA will then allocate pro rata costs back to the respective Block A partnerships, including Mabuhay and Lakehurst LP, Lakehurst and Mosley LP, and Mosley and Mabuhay LP. These maintenance costs will be captured in the respective operating budgets.

FISCAL IMPACT

The Board previously authorized a predevelopment loan to ICD of \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for Block A of the North Housing project, which includes 155 units of permanent supportive and senior housing, including the Linnet Corner project. Funds are disbursed to ICD on an as-needed basis. This predevelopment loan will be separated into four parts, for the three projects at Block A, and the remainder of North Housing. For the Block A projects, the predevelopment loan will convert into the expected permanent financing that have been approved by the Board.

The current total available predevelopment loan balance is \$982,683 net of anticipated soil stabilization costs. Please refer to the attached chart summarizing predevelopment expenses through December 31, 2023 (Attachment 1).

The Board previously approved a permanent loan of \$2,438,000 in AAHTF funds for the project.

The project will pay \$3,000,000 in developer fee, of which approximately \$1,102,407 is paid as cash, approximately \$1,400,000 is deferred to be paid via project cash flow, and the balance is contributed back to the project as GP equity. Per the joint development agreement, 50% will be paid to AHA and 50% will be paid to ICD.

CEQA

Not applicable.

RECOMMENDATION

Adopt the Authorizing Resolution No. 2024-01 for the Ground Lease and Cash Loans, Approve the Financing and Ownership Structure for Linnet Corner, and Approve and Authorize the President to Negotiate and Execute a Contract Not to Exceed \$31,305,183.75



January 17, 2024

with J.H. Fitzmaurice for General Contractor Services.

ATTACHMENTS

1. North Housing Expenses Chart Through December 31, 2023
2. Exhibit A - Linnet Corner Financial Projections
3. Linnet Corner - January 2024 PPT
4. Exhibit B - Resolution No. 2024-01 for Linnet Corner

Respectfully submitted,

Paris Howze

Paris Howze, Project Manager



North Housing Block A Predevelopment Expenses Chart Through December 31, 2023.

North Housing Block A	Total
The Estuary I – 45 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,392,172
The Estuary II – 46 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,160,587
Linnet Corner – 64 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,460,564
Grand Total	\$4,013,324
Anticipated Soil Stabilization Costs for Block A	\$5,003,993
Remaining Predevelopment Loan Available for Block A	\$982,683

North Housing	Total
Remaining Nine (9) Acre Land Carrying Costs and Site Pre-Development (includes master planning and demolition) *Shown for informational purposes only	\$4,000,000

	BM	BN	BO	BP	BQ	BS	BT	BU	BV
3	SOURCES AND USES OF FUNDS								
4									
5	SOURCES OF FUNDS								
6	First Mortgage		4,235,900	35 year amortization/17 year term			7.00%		
7	HCD - MHP		13,474,995	3% simple, 55 years, residual receipts with .42% due annually			1.92%		
8	HCD - VHHP		4,867,201	3% simple, 55 years, residual receipts with .42% due annually			1.92%		
9	HCD- IIG		2,293,116	0% deferred, Sponsor loan			0.00%		
10	FHLBSF - AHP		945,000	0% deferred, 55 years			0.00%		
11	Alameda Affordable Housing Corporation - AAHTF		3,438,000	0%, 55 years, residual receipts			0.00%		
12				0 interest accrued during construction					
13	Construction Loan - tax -exempt bond allocation \$25,184,366 plus supplemental of...	2,000,000	27,184,366	B of A, 30 months,Daily SOFR +2.25%+1%			8.50%	50% test	
14	Construction Loan - taxable tail		5,562,071	B of A, 30 months,Daily SOFR +2.25%+1%			8.50%		
15	Deferred developer fee		1,400,000	payable in 15 years			0.00%	Basis + land/related costs	49,635,653
16	GP equity	balance	497,593	net cash dev fee	1,102,407	HCD max \$2,200,000		bond financing	27,184,366
17	Limited Partner @ 99.99%		22,657,837	Enterprise		0.9125 Fed cents/dollar			54.77%
18	TOTAL SOURCES		86,556,079						
19						5.68% IRR			
20		Perm TDC	53,809,642						
21	USES OF FUNDS								
22			TOTAL COST	DEPRECIABLE	BASIS FOR 4% CREDIT	EXPENSED/AMORTIZED	NON DEPRECIABLE	COSTS OF BOND ISSUANCE CMFA = issuer	32,861,680
23	Land - 99 year ground lease from Alameda Housing Authority \$1/year		99				99		
24	Acquisition loan interest and fees		80,623				80,623	Bond Counsel	60,000
25	Holding costs		505,207				505,207	Issuer Fee @ \$37,500 + 5bps	53,931
26	Closing costs		54,613				54,613	Issuer monitor during const	32,862
27	Site work AHA contract - portion attributed to this project - est 75% basis eligible		2,795,816	2,096,862	2,096,862		698,954	Fiscal agent	10,000
28	Offsite work - separate contract with GC - est 75% basis eligible		1,989,538	1,492,154	1,492,154		497,385	CDLAC	11,502
29	Site improvements in basis	GC contract	2,567,697	2,567,697	2,567,697			CDIAC	4,929
30	New Construction	30,088,183	23,268,435	23,268,435	23,268,435			TOTAL	173,223
31	Contractor general requirements/ overhead/profit	34,873,537	3,268,833	3,268,833	3,268,833				
32	Contractor bond and insurance		641,967	641,967	641,967				
33	PV system		191,251	191,251	191,251		0		
34	Personal Property in Construction Contract		150,000	150,000	150,000				
35	Furniture Purchased by Owner		158,000	158,000	158,000				
36	Construction contingency	5.00%	1,743,677	1,743,677	1,743,677				
37	Impact Fees		2,275,748	2,275,748	2,275,748				
38	Permits and utility hookups		1,425,003	1,425,003	1,425,003		0		
39	Architecture		767,662	767,662	767,662				
40	Survey, engineering, testing		418,500	418,500	418,500				
41	Construction management, prevailing wage monitoring		289,349	289,349	289,349				
42	Environmental reports		70,322	70,322	70,322				
43	Soft cost contingency		450,000	450,000	450,000				
44	Predev loan fee/interest		237,284	237,284	237,284				
45	Construction Loan Fee @ 1%		327,464	0	0	327,464			
46	Perm loan fee 1% + \$10k conversion fee, and legal		72,359			72,359			
47	Costs of bond issuance		173,223		0	173,223			
48	Interest on soft loans during construction		0	0	0				
49	Taxes during construction		148,359	148,359	148,359				
50	Construction Loan Interest during construction - 20 months		2,212,670	2,212,670	2,212,670				
51	Construction loan interest post construction - 11 months		2,296,493			2,296,493			
52	Construction lender legal and costs		95,000	95,000	95,000				
53	Security during construction		125,000	125,000	125,000	0			
54	Course of Construction Insurance		450,000	450,000	450,000				
55	Title - Construction Loan Closing		100,000	100,000	100,000				
56	Appraisal		25,000	25,000	25,000				
57	Tax Credit Allocation Committee Fees		52,685			52,685	0		
58	Legal Fees - Organization		5,000			5,000			
59	Legal Fees - Construction Loan Closing		130,000	130,000	130,000				
60	Legal - Syndication incl. \$55k investor legal		115,000				115,000		
61	Legal - Permanent loan closing		10,000			10,000			
62	Title - Permanent loan closing		10,000			10,000			
63	Market Study		17,000				17,000		
64	Consultant - Syndication		60,000				60,000		
65	Marketing		306,000			306,000			
66	Project Audit		63,700			63,700			
67	Operating Reserve - 6 months operations	Enterprise #	556,370				556,370		
68	Services/other reserve		0				0		
69	Transition reserve for HCD -- pay fee for pooled reserve		108,693			108,693			
70	Development Fee	keep \$3m in :	3,000,000	3,000,000	3,000,000				
71	Repayment of Construction Loan		32,746,437				32,746,437		
72	TOTAL PROJECT COSTS		86,556,079	47,798,773	47,798,773	3,425,619	35,331,687		

	BY	BZ	CA	CB	CC	CD	CF	CG	CH	CI	CJ	CL	CM
18	SOURCES AND USES OF CAPITAL CONTRIBUTIONS AND LOAN PROCEEDS												
19													
20													
21	Source of Loan or Equity		First mortgage	HCD MHP	HCD VHHP	HCD IIG	FHLBSF AHP	Housing Authority	Tax exempt Construction loan	Taxable tail Construction loan	Deferred Developer Fee	GP Capital Contributions	LP
22													
23	Land - 99 year ground lease from Alameda Housing Authority \$1/year	99							99				0
24	Acquisition loan interest and fees	80,623							80,623				0
25	Holding costs	505,207							505,207				0
26	Closing costs	54,613							54,613				0
27	Site work AHA contract - portion attributed to this project - est 75% basis eligible	2,795,816							2,795,816				0
28	Offsite work - separate contract with GC - est 75% basis eligible	1,989,538							1,989,538				0
29	Site improvements in basis	2,567,697							2,567,697				0
30	New Construction	23,268,435				2,293,116	945,000	3,438,000	14,856	5,289,138		497,593	10,790,733
31	Contractor general requirements/ overhead/profit	3,268,833							3,268,833				0
32	Contractor bond and insurance	641,967							641,967				0
33	PV system	191,251							191,251				0
34	Personal Property in Construction Contract	150,000							150,000				0
35	Furniture Purchased by Owner	158,000							158,000				0
36	Construction contingency	1,743,677							1,743,677				0
37	Impact Fees	2,275,748							2,275,748				0
38	Permits and utility hookups	1,425,003							1,425,003				0
39	Architecture	767,662							767,662				0
40	Survey, engineering, testing	418,500							418,500				0
41	Construction management, prevailing wage monitoring	289,349							289,349				0
42	Environmental reports	70,322							70,322				0
43	Soft cost contingency	450,000							450,000				0
44	Predev loan fee/interest	237,284							237,284				0
45	Construction Loan Fee @ 1%	327,464							327,464				0
46	Perm loan fee 1% + \$10k conversion fee, and legal	72,359							72,359				0
47	Costs of bond issuance	173,223							173,223				0
48	Interest on soft loans during construction	0						0					0
49	Taxes during construction	148,359							148,359				0
50	Construction Loan Interest during construction - 20 months	2,212,670							2,118,115	94,555			0
51	Construction loan interest post construction - 11 months	2,296,493							2,118,115	178,378			0
52	Construction lender legal and costs	95,000							95,000				0
53	Security during construction	125,000							125,000				0
54	Course of Construction Insurance	450,000							450,000				0
55	Title - Construction Loan Closing	100,000							100,000				0
56	Appraisal	25,000							25,000				0
57	Tax Credit Allocation Committee Fees	52,685							52,685				0
58	Legal Fees - Organization	5,000							0				5,000
59	Legal Fees - Construction Loan Closing	130,000							0				130,000
60	Legal - Syndication incl. \$55k investor legal	115,000							0				115,000
61	Legal - Permanent loan closing	10,000							0				10,000
62	Title - Permanent loan closing	10,000							0				10,000
63	Market Study	17,000							17,000				0
64	Consultant - Syndication	60,000							60,000				0
65	Marketing	306,000							306,000				0
66	Project Audit	63,700							0				63,700
67	Operating Reserve - 6 months operations	556,370											556,370
68	Services/other reserve	0											0
69	Transition reserve for HCD -- pay fee for pooled reserve	108,693											108,693
70	Development Fee	3,000,000							900,000		1,400,000		700,000
71	Repayment of Construction Loan	32,746,437	4,235,900	13,474,995	4,867,201							0	10,168,341
72	TOTAL PROJECT COSTS	86,556,079	4,235,900	13,474,995	4,867,201	2,293,116	945,000	3,438,000	27,184,366	5,562,071	1,400,000	497,593	22,657,837

	CQ	CR	CS	CT	CU	CV	CW	CX
18	DISBURSEMENTS OF LIMITED PARTNER CAPITAL CONTRIBUTIONS							
19								
20			Closing	75% complete	90% complete	completion/ draft cost cert	Conversion	8609
21	Totals		1/10/2024	4/1/2025	7/1/2025	1/1/2026	8/1/2026	1/1/2027
22			1,540,733	4,000,000	5,500,000	6,000,000	5,367,104	250,000
23	Land - 99 year ground lease from Alameda Housing Authority \$1/year	0						
24	Acquisition loan interest and fees	0						
25	Holding costs	0						
26	Closing costs	0						
27	Site work AHA contract - portion attributed to this project - est 75% basis eligibl	0						
28	Offsite work - separate contract with GC - est 75% basis eligible	0						
29	Site improvements in basis	0						
30	New Construction	10,790,733	1,290,733	4,000,000	5,500,000			
31	Contractor general requirements/ overhead/profit	0						
32	Contractor bond and insurance	0						
33	PV system	0						
34	Personal Property in Construction Contract	0						
35	Furniture Purchased by Owner	0						
36	Construction contingency	0					0	
37	Impact Fees	0						
38	Permits and utility hookups	0						
39	Architecture	0						
40	Survey, engineering, testing	0						
41	Construction management, prevailing wage monitoring	0						
42	Environmental reports	0						
43	Soft cost contingency	0					0	
44	Predev loan fee/interest	0						
45	Construction Loan Fee @ 1%	0						
46	Perm loan fee 1% + \$10k conversion fee, and legal	0						
47	Costs of bond issuance	0						
48	Interest on soft loans during construction	0						
49	Taxes during construction	0					0	
50	Construction Loan Interest during construction - 20 months	0					0	
51	Construction loan interest post construction - 11 months	0					0	
52	Construction lender legal and costs	0						
53	Security during construction	0					0	
54	Course of Construction Insurance	0						
55	Title - Construction Loan Closing	0						
56	Appraisal	0						
57	Tax Credit Allocation Committee Fees	0	0					
58	Legal Fees - Organization	5,000	5,000					
59	Legal Fees - Construction Loan Closing	130,000	130,000					
60	Legal - Syndication incl. \$55k investor legal	115,000	115,000					
61	Legal - Permanent loan closing	10,000					10,000	
62	Title - Permanent loan closing	10,000					10,000	
63	Market Study	0					0	
64	Consultant - Syndication	0					0	
65	Marketing	0					0	
66	Project Audit	63,700					63,700	
67	Operating Reserve - 6 months operations	556,370					556,370	
68	Services/other reserve	0		0			0	
69	Transition reserve for HCD -- pay fee for pooled reserve	108,693					108,693	
70	Development Fee	700,000					450,000	250,000
71	Repayment of Construction Loan	10,168,341				6,000,000	4,168,341	
72	TOTAL PROJECT COSTS	22,657,837	1,540,733	4,000,000	5,500,000	6,000,000	5,367,104	250,000

	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU
2	SCHEDULE OF TAX CONSEQUENCES																	
3		AMOUNT	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
4	DEPRECIATION																	
5	Residential (27.5 years)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	Residential (30 years) - all at 30 yr election	41,142,809	400,000	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427	1,371,427
7	Site Improvements (15 Years, 150% DB)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	Site Improvements - bonus depreciation 40% for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	Site Improvements (20 years)	6,156,713	102,612	307,836	307,836	307,836	307,836	307,836	307,836	307,836	307,836	307,836	307,836	307,836	307,836	307,836	307,836	307,836
10	Personal Property (5 years, 200% DB)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	Personal Property -- bonus depreciation 40% for 2025	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	Personal property (9 years)	499,251	18,491	55,472	55,472	55,472	55,472	55,472	55,472	55,472	55,472	36,982	18,491					
13																		
14	Residential (27.5 years)	0						0	0	0	0	0	0	0	0	0	0	0
15	Residential (30 years) - all at 30 yr election	19,624						654	654	654	654	654	654	654	654	654	654	654
16	Personal Property (5 years)	0						0	0	0	0	0	0	0	0	0	0	0
17	Personal Property - remainder on 9 yr schedule	19,624						2,180	2,180	2,180	2,180	2,180	2,180	2,180	2,180	2,180	2,180	2,180
18																		
19	Residential (27.5 years)	0											0	0	0	0	0	0
20	Residential (30 years) - all at 30 yr election	42,199											1,407	1,407	1,407	1,407	1,407	1,407
21	Personal Property (5 years)	0											0	0	0	0	0	0
22	Personal Property - remainder on 9 yr schedule	42,199											4,689	4,689	4,689	4,689	4,689	4,689
23																		
24	Residential (27.5 years)	0																0
25	Residential (30 years) - all at 30 yr election	58,816																1,961
26	Personal Property (5 years)	0																0
27	Personal Property - remainder on 9 yr schedule	58,816																6,535
28																		
29	Subtotal	47,798,773	521,102	1,734,735	1,734,735	1,734,735	1,734,735	1,737,569	1,737,569	1,737,569	1,737,569	1,719,079	1,706,683	1,688,193	1,688,193	1,688,193	1,686,012	1,687,973
30		47,798,773																
31																		
32	EXPENSED AND AMORTIZED ITEMS																	
33	Tax Credit Allocation Committee Fees	52,685	1,756	5,269	5,269	5,269	5,269	5,269	5,269	5,269	5,269	5,269	3,512					
34	Mortgage fees	593,047		34,885	34,885	34,885	34,885	34,885	34,885	34,885	34,885	34,885	34,885	34,885	34,885	34,885	34,885	34,885
35	HCD fee for transition reserve	108,693		1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976
36	Organization	5,000	333	1,000	1,000	1,000	1,000	667										
37	Marketing Cost	306,000	153,000	153,000														
38	Project Audit	63,700	31,850	31,850														
39	Partnership Management Fee	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31,595	85,218
40	Investor asset management fee	3.0%	0	2,917	5,175	5,356	5,544	5,738	5,938	6,146	6,361	6,584	6,814	7,053	7,300	7,555	7,820	8,093
41	Subtotal	1,129,125	186,940	230,897	48,305	48,486	48,673	48,534	48,068	48,276	48,491	48,714	47,188	43,914	44,161	44,417	76,276	130,173
42		1,129,125																
43																		
44	TAX CREDITS																	
45	Project Basis for 9% Federal Credit	47,798,773																
46	subtract 1/2 of solar credit	0																
47	Basis to calc credit	47,798,773																
48	130% Adjustment for Difficult to Develop Area	62,138,405	2022 SDDA and QCT with CDLAC 2022 placeholder app															
49																		
50	Amount of Federal credit	24,855,362	0	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	0				
51	Amount of State Credit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
52	Amount of solar Credit at 30%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
53	TOTAL CREDITS	24,855,362	0	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	2,485,536	0				
54																		
55																		
56	Proportion of First year	0.33	4 credit months	<div style="border: 1px solid black; padding: 5px;"> Occupancy for 2025 0.00% 19.05% TCO by Sept 1 38.10% oct 57.14% nov 79.37% dec </div>														
57																		
58	Federal Tax Credits	2,485,536																
59	State Tax Credits	0	no State credits															
60	Tax Credit Percentage	4.00%																

	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER
2	ANALYSIS OF TAXABLE INCOME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
3		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
4	Net Operating Income	61,245	514,960	517,384	519,618	521,650	523,469	525,063	526,419	527,526	528,369	528,935	529,210	529,178	528,824	528,132	527,085
5	Interest on deposits	0	11,127	11,723	12,598	13,490	13,615	14,527	15,457	16,407	17,375	16,674	17,648	18,641	19,653	20,687	19,388
6	Deductions:																
7	Interest on First Mortgage	0	172,675	294,379	292,184	289,831	287,308	284,602	281,701	278,590	275,254	271,677	267,841	263,728	259,318	254,589	249,518
8	Interest on MHP	0	150,920	260,984	264,908	268,908	272,984	277,139	281,373	285,689	290,087	294,570	299,140	303,796	308,543	313,380	318,310
9	Interest on VHHP	0	54,513	94,268	95,685	97,130	98,602	100,103	101,633	103,191	104,780	106,400	108,050	109,732	111,446	113,194	114,974
10	Interest on Alameda Housing Authority	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	Interest on deferred developer fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	Constr. Int. Carryover	835,088	1,461,405														
13	Depreciation	521,102	1,734,735	1,734,735	1,734,735	1,734,735	1,737,569	1,737,569	1,737,569	1,737,569	1,719,079	1,706,683	1,688,193	1,688,193	1,688,193	1,686,012	1,687,973
14	Expensed Items	186,940	230,897	48,305	48,486	48,673	48,534	48,068	48,276	48,491	48,714	47,188	43,914	44,161	44,417	76,276	130,173
15																	
16	Total Deductions	1,543,130	3,805,144	2,432,670	2,435,998	2,439,277	2,444,998	2,447,481	2,450,552	2,453,531	2,437,914	2,426,518	2,407,137	2,409,610	2,411,916	2,443,451	2,500,948
17																	
18	NET TAXABLE INCOME	-1,481,885	-3,279,057	-1,903,563	-1,903,783	-1,904,138	-1,907,915	-1,907,892	-1,908,675	-1,909,598	-1,892,170	-1,880,909	-1,860,280	-1,861,792	-1,863,439	-1,894,633	-1,954,476
19																	
20	General Partner Share @ .01%	-148	-328	-190	-190	-190	-191	-191	-191	-191	-189	-188	-1,674,252	-1,675,613	-1,677,095	-1,705,169	-1,759,028
21	Investor Limited Partner @ 99.99%	-1,481,736	-3,278,729	-1,903,372	-1,903,593	-1,903,947	-1,907,724	-1,907,701	-1,908,484	-1,909,407	-1,891,981	-1,880,720	-186,028	-186,179	-186,344	-189,463	-195,448
22	Marginal Tax Bracket	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%	21.00%
23	Benefits from Losses	311,165	688,533	399,708	399,754	399,829	400,622	400,617	400,782	400,975	397,316	394,951	39,066	39,098	39,132	39,787	41,044
24	Investor Limited Partner Share of Tax Credits																
25	Federal Low-Income Credits	0	2,485,288	2,485,288	2,485,288	2,485,288	2,485,288	2,485,288	2,485,288	2,485,288	2,485,288	2,485,288	0	0			
26	State Low Income Credits	0	0	0	0	0	0	0	0	0	0	0					
27	Solar Tax Credits	0	0	0	0	0	0	0	0	0	0	0					
28	Total Tax Benefits	311,165	3,173,821	2,884,996	2,885,042	2,885,117	2,885,910	2,885,905	2,886,069	2,886,263	2,882,604	2,880,239	39,066	39,098	39,132	39,787	41,044

	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO
4	OUTSTANDING DEBT																
5	Nonrecourse	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
6	First Mortgage	4,235,900	4,219,146	4,188,788	4,156,237	4,121,332	4,083,903	4,043,769	4,000,734	3,954,588	3,905,106	3,852,046	3,795,152	3,734,144	3,668,726	3,598,578	3,523,360
7	HCD - MHP	13,474,995	13,592,901	13,797,290	14,005,603	14,217,916	14,434,305	14,654,848	14,879,626	15,108,720	15,342,213	15,580,188	15,822,733	16,069,934	16,321,882	16,578,667	16,840,383
8	HCD - VHHP	4,867,201	4,909,789	4,983,615	5,058,858	5,135,546	5,213,706	5,293,367	5,374,557	5,457,306	5,541,645	5,627,602	5,715,210	5,804,499	5,895,504	5,988,255	6,082,787
9	AHP	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000	945,000
10	Alameda Affordable Housing Corporation - AAI	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000
11	Total Nonrecourse	26,961,096	27,104,836	27,352,693	27,603,697	27,857,793	28,114,914	28,374,984	28,637,918	28,903,615	29,171,963	29,442,836	29,716,094	29,991,577	30,269,111	30,548,500	30,829,530
12																	
13	Recourse																
14																	
15	Sponsor loan of IIG	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116
16	Deferred developer fee owed	1,338,755	1,079,746	1,001,310	920,821	838,488	754,531	669,179	582,679	495,288	407,276	318,928	230,544	142,439	54,944	0	0
17	Partnership Management Fees Owed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	Total Recourse	3,631,871	3,372,862	3,294,426	3,213,937	3,131,604	3,047,647	2,962,295	2,875,795	2,788,404	2,700,392	2,612,044	2,523,660	2,435,555	2,348,060	2,293,116	2,293,116
19	TOTAL DEBT	30,592,967	30,477,698	30,647,119	30,817,635	30,989,397	31,162,560	31,337,280	31,513,713	31,692,018	31,872,354	32,054,880	32,239,754	32,427,132	32,617,171	32,841,616	33,122,646
20																	
21	HCD - MHP	1.92%															
22	Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
23	Interest on Last Balance	0	150,920	260,984	264,908	268,908	272,984	277,139	281,373	285,689	290,087	294,570	299,140	303,796	308,543	313,380	318,310
24	Balance	13,474,995	13,625,915	13,853,885	14,062,198	14,274,510	14,490,899	14,711,443	14,936,221	15,165,315	15,398,808	15,636,783	15,879,328	16,126,529	16,378,477	16,635,262	16,896,978
25	Amount Paid from Capital Contributions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	Amount Paid from Operations	0	33,014	56,595	56,595	56,595	56,595	56,595	56,595	56,595	56,595	56,595	56,595	56,595	56,595	56,595	56,595
27	New Balance	13,474,995	13,592,901	13,797,290	14,005,603	14,217,916	14,434,305	14,654,848	14,879,626	15,108,720	15,342,213	15,580,188	15,822,733	16,069,934	16,321,882	16,578,667	16,840,383
28																	
29	HCD - VHHP	1.92%															
30	Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
31	Interest on Last Balance	0	54,513	94,268	95,685	97,130	98,602	100,103	101,633	103,191	104,780	106,400	108,050	109,732	111,446	113,194	114,974
32	Balance	4,867,201	4,921,714	5,004,057	5,079,300	5,155,988	5,234,148	5,313,809	5,394,999	5,477,749	5,562,087	5,648,044	5,735,652	5,824,942	5,915,946	6,008,697	6,103,229
33	Amount Paid from Capital Contributions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34	Amount Paid from Operations	0	11,925	20,442	20,442	20,442	20,442	20,442	20,442	20,442	20,442	20,442	20,442	20,442	20,442	20,442	20,442
35	New Balance	4,867,201	4,909,789	4,983,615	5,058,858	5,135,546	5,213,706	5,293,367	5,374,557	5,457,306	5,541,645	5,627,602	5,715,210	5,804,499	5,895,504	5,988,255	6,082,787
36																	
37	Sponsor loan of IIG	0.00%															
38	Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
39	Interest on Last Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40	Balance	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116
41	Amount Paid from Capital Contributions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42	Amount Paid from Operations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	New Balance	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116	2,293,116
44																	
45	Alameda Affordable Housing Corporation - AAI	0.00%															
46	Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
47	Interest on Last Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
48	Balance	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000
49	Amount Paid from Capital Contributions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
50	Amount Paid from Operations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
51	New Balance	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000	3,438,000
52																	
53	Deferred developer fee	0.00%															
54	Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
55	Interest on Last Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
56	Balance	1,400,000	1,338,755	1,079,746	1,001,310	920,821	838,488	754,531	669,179	582,679	495,288	407,276	318,928	230,544	142,439	54,944	0
57	Amount Paid from Operations	61,245	259,009	78,436	80,488	82,333	83,958	85,351	86,500	87,392	88,012	88,348	88,384	88,105	87,495	54,944	0
58	New Balance	1,338,755	1,079,746	1,001,310	920,821	838,488	754,531	669,179	582,679	495,288	407,276	318,928	230,544	142,439	54,944	0	0

	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP
2	CAPITAL ACCOUNT ANALYSIS DURING OWNERSHIP BY LIMITED PARTNERSHIP																
3	Limited Partner Share	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
4	Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
5	Basis	49,630,690	49,695,745	48,004,902	46,314,934	44,625,858	42,897,663	41,246,033	39,556,090	37,867,096	36,179,070	34,424,443	32,851,963	31,214,574	29,578,199	27,942,856	26,190,776
6	Deductions from Basis	-521,050	-1,734,561	-1,734,561	-1,734,561	-1,734,561	-1,737,396	-1,737,396	-1,737,396	-1,737,396	-1,718,907	-1,706,513	-1,688,024	-1,688,024	-1,688,024	-1,685,844	-1,687,804
7	Basis at end of year	49,109,640	47,961,184	46,270,341	44,580,373	42,891,297	41,160,267	39,508,637	37,818,694	36,129,700	34,460,163	32,717,930	31,163,939	29,526,551	27,890,175	26,257,013	24,502,972
8	Outstanding Nonrecourse Debt	26,961,096	27,104,836	27,352,693	27,603,697	27,857,793	28,114,914	28,374,984	28,637,918	28,903,615	29,171,963	29,442,836	29,716,094	29,991,577	30,269,111	30,548,500	30,829,530
9	Minimum Gain on Chargeback	0	0	0	0	0	0	0	0	0	0	0	0	465,027	2,378,936	4,291,487	6,326,558
10																	
11	CAPITAL ACCOUNT																
12	Capital Account Balance	0	9,367,016	17,455,391	15,802,019	13,898,426	11,994,479	10,086,755	8,179,054	6,270,570	4,361,163	2,469,182	588,461	402,433	216,254	29,910	-159,553
13	Capital Contributions	11,040,733	11,367,104	250,000	0	0	0	0	0	0	0	0	0	0	0	0	0
14	Deductions	-1,481,736	-3,278,729	-1,903,372	-1,903,593	-1,903,947	-1,907,724	-1,907,701	-1,908,484	-1,909,407	-1,891,981	-1,880,720	-186,028	-186,179	-186,344	-189,463	-195,448
15	subtract 1/2 of solar credit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	Syndication Expenses	-191,981	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17	Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	End of Year Capital Account	9,367,016	17,455,391	15,802,019	13,898,426	11,994,479	10,086,755	8,179,054	6,270,570	4,361,163	2,469,182	588,461	402,433	216,254	29,910	-159,553	-355,001
19																	
20	Minimum Gain Chargeback	0	0	0	0	0	0	0	0	0	0	0	0	465,027	2,378,936	4,291,487	6,326,558
21	Capital Account plus Chargeback	9,367,016	17,455,391	15,802,019	13,898,426	11,994,479	10,086,755	8,179,054	6,270,570	4,361,163	2,469,182	588,461	402,433	681,281	2,408,846	4,131,934	5,971,557
22																	
23	CALCULATION OF TAX CONSEQUENCES ON SALE (TRANSFER) OF LIMITED PARTNERSHIP INTERESTS (outside basis)																
24	Initial Capital Account	9,558,996	17,647,372	15,993,999	14,090,407	12,186,460	10,278,736	8,371,035	6,462,550	4,553,143	2,661,163	780,442	594,414	408,235	221,891	32,428	
25	Capital Contributions	11,040,733	11,367,104	250,000	0	0	0	0	0	0	0	0	0	0	0	0	0
26	Allocated Losses during Ownership	-1,481,736	-3,278,729	-1,903,372	-1,903,593	-1,903,947	-1,907,724	-1,907,701	-1,908,484	-1,909,407	-1,891,981	-1,880,720	-186,028	-186,179	-186,344	-189,463	-195,448
27	Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	Basis in Partnership Interest	9,558,996	17,647,372	15,993,999	14,090,407	12,186,460	10,278,736	8,371,035	6,462,550	4,553,143	2,661,163	780,442	594,414	408,235	221,891	32,428	-163,020
29																	
30	Tax Benefits (Losses) on Sale	9,558,996	17,647,372	15,993,999	14,090,407	12,186,460	10,278,736	8,371,035	6,462,550	4,553,143	2,661,163	780,442	594,414	408,235	221,891	32,428	-163,020
31	After Tax Benefits (Losses)	2,007,389	3,705,948	3,358,740	2,958,985	2,559,157	2,158,535	1,757,917	1,357,136	956,160	558,844	163,893	124,827	85,729	46,597	6,810	-34,234

	IA	IB	IC	ID	IE
44	INTERNAL RATE OF RETURN (CALCULATED QUARTERLY)				
45	DATE	BENEFIT	INVESTMENT	NET	IRR
46				0	
47				0	
48	Mar-23			0	5.68%
49	Jun-23			0	
50	Sep-23			0	
51	Dec-23			0	
52	Mar-24		1,540,733	-1,540,733	
53	Jun-24			0	
54	Sep-24			0	
55	Dec-24			0	
56	Mar-25			0	
57	Jun-25		4,000,000	-4,000,000	
58	Sep-25	155,582	5,500,000	-5,344,418	
59	Dec-25	155,582		155,582	
60	Mar-26	793,455	6,000,000	-5,206,545	
61	Jun-26	793,455		793,455	
62	Sep-26	793,455	5,367,104	-4,573,649	
63	Dec-26	793,455		793,455	
64	Mar-27	721,249	250,000	471,249	
65	Jun-27	721,249		721,249	
66	Sep-27	721,249		721,249	
67	Dec-27	721,249		721,249	
68	Mar-28	721,261		721,261	
69	Jun-28	721,261		721,261	
70	Sep-28	721,261		721,261	
71	Dec-28	721,261		721,261	
72	Mar-29	721,279		721,279	
73	Jun-29	721,279		721,279	
74	Sep-29	721,279		721,279	
75	Dec-29	721,279		721,279	
76	Mar-30	721,477		721,477	
77	Jun-30	721,477		721,477	
78	Sep-30	721,477		721,477	
79	Dec-30	721,477		721,477	
80	Mar-31	721,476		721,476	
81	Jun-31	721,476		721,476	
82	Sep-31	721,476		721,476	
83	Dec-31	721,476		721,476	
84	Mar-32	721,517		721,517	
85	Jun-32	721,517		721,517	
86	Sep-32	721,517		721,517	
87	Dec-32	721,517		721,517	
88	Mar-33	721,566		721,566	
89	Jun-33	721,566		721,566	
90	Sep-33	721,566		721,566	
91	Dec-33	721,566		721,566	
92	Mar-34	720,651		720,651	
93	Jun-34	720,651		720,651	
94	Sep-34	720,651		720,651	
95	Dec-34	720,651		720,651	
96	Mar-35	720,060		720,060	
97	Jun-35	720,060		720,060	
98	Sep-35	720,060		720,060	
99	Dec-35	720,060		720,060	
100	Mar-36	9,766		9,766	
101	Jun-36	9,766		9,766	
102	Sep-36	9,766		9,766	
103	Dec-36	9,766		9,766	
104	Mar-37	9,774		9,774	
105	Jun-37	9,774		9,774	
106	Sep-37	9,774		9,774	
107	Dec-37	9,774		9,774	
108	Mar-38	9,783		9,783	
109	Jun-38	9,783		9,783	
110	Sep-38	9,783		9,783	
111	Dec-38	9,783		9,783	
112	Mar-39	9,947		9,947	
113	Jun-39	9,947		9,947	
114	Sep-39	9,947		9,947	
115	Dec-39	9,947		9,947	
116	Mar-40	10,261		10,261	
117	Jun-40	10,261		10,261	
118	Sep-40	10,261		10,261	
119	Dec-40	10,261		10,261	
120	Mar-41	-34,234		-34,234	
121					



Linnet Corner (NH Senior Housing) | City of Alameda, Alameda County, CA



Housing Authority
of the
City of Alameda

www.alamedahsg.org



Housing Authority
of the
City of Alameda

Project Description

Address

2000 Lakehurst Circle, Alameda, CA 94501

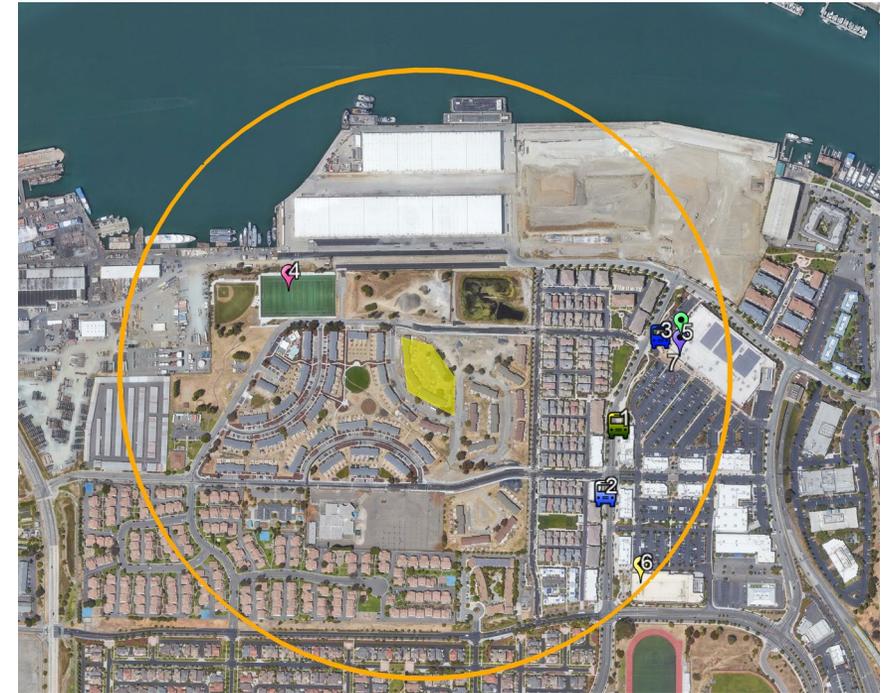
Target Population

A total of 64 units targeting seniors and formerly homeless/homeless senior veterans 62+

# of Bedrooms	# of Units	Affordability Levels
Studios	15	30% AMI
Studios	25	40% AMI
One-Bedrooms	23	30% AMI
Two-Bedrooms	1	100% AMI* (*Mgr's Unit)

Site Amenities

Nearby amenities include transit, Estuary Park, Target, Safeway, CVS Pharmacy, & College of Alameda



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City of Alameda

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Housing Authority
of the
City of Alameda

Development & Operations Team

Ground Lessee - Housing Authority of the City of Alameda

Developer - Island City Development



Architect - HKIT

General Contractor - J.H.Fitzmaurice, INC.



Service Provider - LifeSTEPS

Property Management - FPI Management



Financing Structure

Total Development Cost	\$53,809,642 (~\$840,775 PU)
First Mortgage	\$4,235,900
HCD - MHP	\$13,474,995
HCD - VHHP	\$4,867,201
HCD - IIG	\$2,293,116
FHLSB - AHP	\$945,000
AAHC – AHHTF & LHTF	\$3,438,000
Tax-Exempt Bond Allocation	\$27,184,366 <i>(includes \$2M supp)</i>
Taxable Tail	\$5,562,071
Deferred Developer Fee	\$1,400,000
GP Equity	\$497,593
Tax Credit Equity - Federal	\$22,657,837

Key Financial Impacts

- Overall hard cost increase in construction costs of approximately \$1M
- Increased pro-rata share of soil stabilization/ground improvement and overall increase of off-sites for a total of approximately \$1.7M



	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	
3	SOURCES AND USES OF FUNDS										
4	SOURCES OF FUNDS										
5			AMOUNT			TERMS					
6	First Mortgage		4,235,930			35 year amortization/17 year term			7.00%		
7	HCD - MHP		13,474,995			3% simple, 55 years, residual receipts with .42% due annually			1.92%		
8	HCD - VHHP		4,867,201			3% simple, 55 years, residual receipts with .42% due annually			1.92%		
9	HCD-IG		2,293,116			0% deferred, Sponsor loan			0.00%		
10	FHLBDF - AHP		945,000			0% deferred, 55 years			0.00%		
11	Alameda Affordable Housing Corporation - AAHTF		3,438,000			0%, 55 years, residual receipts			0.00%		
12			0			Interest accrued during construction					
13	Construction Loan - tax - exempt bond allocation \$25,184,356 plus supplemental of...	2,000,000	27,184,356			B of A, 30 months, Daily GDFR +2.25%+.1%			6.60%	60% test	
14	Construction Loan - taxable tail		5,562,071			B of A, 30 months, Daily GDFR +2.25%+.1%			6.60%		
15	Deferred developer fee		1,400,000			payable in 15 years			0.00%	Basis + land/related costs	
16	GP equity	balance	497,593			net cash dev fee	1,102,407			49,635,653	
17	Limited Partner @ 99.99%		22,657,837			Enterprise				27,184,356	
18	TOTAL SOURCES		86,556,079				0.9126			64.77%	
19											
20			Perm TDC	63,808,842				5.68%	IRR		
21											
22	USES OF FUNDS										
23	Land - 99 year ground lease from Alameda Housing Authority \$1/year		99							99	
24	Acquisition loan interest and fees		80,623							80,623	
25	Holding costs		505,207							505,207	
26	Closing costs		54,613							54,613	
27	Site work AHA contract - portion attributed to this project - est 75% basis eligible		2,795,818			2,096,862				2,096,862	
28	Offsite work - separate contract with GC - est 75% basis eligible		1,989,538			1,492,164				1,492,164	
29	Site improvements in basis		2,567,697			2,567,697				2,567,697	
30	New Construction	GC contract	30,088,183			23,268,435				23,268,435	
31	Contractor general requirements/ overhead/profit		3,268,833			3,268,833				3,268,833	
32	Contractor bond and insurance	34,673,637	641,967			641,967				641,967	
33	PIV system		191,251			191,251				191,251	
34	Personal Property in Construction Contract		150,000			150,000				150,000	
35	Furniture Purchased by Owner		158,000			158,000				158,000	
36	Construction contingency	6.00%	1,743,677			1,743,677				1,743,677	
37	Impact Fees		2,275,748			2,275,748				2,275,748	
38	Permits and utility hookups		1,425,003			1,425,003				1,425,003	
39	Architecture		767,662			767,662				767,662	
40	Survey, engineering, testing		418,500			418,500				418,500	
41	Construction management, prevailing wage monitoring		289,349			289,349				289,349	
42	Environmental reports		70,322			70,322				70,322	
43	Soft cost contingency		450,000			450,000				450,000	
44	Predev loan fee/interest		237,284			237,284				237,284	
45	Construction Loan Fee @ 1%		327,464			0				327,464	
46	Perm loan fee 1% = \$10k conversion fee, and legal		72,359			0				72,359	
47	Costs of bond issuance		173,223			0				173,223	
48	Interest on soft loans during construction		0			0				0	
49	Taxes during construction		148,359			148,359				148,359	
50	Construction Loan Interest during construction - 20 months		2,212,670			2,212,670				2,212,670	
51	Construction loan interest post construction - 11 months		2,296,493			0				2,296,493	
52	Construction lender legal and costs		95,000			95,000				95,000	
53	Security during construction		125,000			125,000				125,000	
54	Course of Construction Insurance		450,000			450,000				450,000	
55	Title - Construction Loan Closing		100,000			100,000				100,000	
56	Appraisal		25,000			25,000				25,000	
57	Tax Credit Allocation Committee Fees		52,685			0				52,685	
58	Legal Fees - Organization		5,000			5,000				5,000	
59	Legal Fees - Construction Loan Closing		130,000			130,000				130,000	
60	Legal - Syndication incl. \$55k investor legal		115,000			0				115,000	
61	Legal - Permanent loan closing		10,000			10,000				10,000	
62	Title - Permanent loan closing		10,000			10,000				10,000	
63	Market Study		17,000			0				17,000	
64	Consultant - Syndication		60,000			60,000				60,000	
65	Marketing		306,000			306,000				306,000	
66	Project Audit		63,700			63,700				63,700	
67	Operating Reserve - 6 months operations	Enterprise #	556,370			0				556,370	
68	Services/other reserve		0			0				0	
69	Transition reserve for HCD -- pay fee for pooled reserve		108,693			108,693				108,693	
70	Development Fee	keep \$3m in	3,000,000			3,000,000				3,000,000	
71	Repayment of Construction Loan		32,746,437			0				32,746,437	
72	TOTAL PROJECT COSTS		86,556,079			47,798,773				47,798,773	
										3,425,619	
										35,331,687	

Developer Fee

- **HCD Cash Limitation:** \$2,200,000
- **Total Developer Fee:** \$3,000,000
- **Cash Fee:** \$1,600,000
 - Closing - \$0
 - During Construction - \$0 (*note: GP equity contribution of ~\$497k will be requested in development fee from construction loan*)
 - Conversion - \$852,407
 - 8609 - \$250,000
- **Deferred:** \$1,400,000 (possibly recoverable from construction cost savings)
- **Note: Please note the entire development fee is split 50/50 between AHA & ICD**



Considerations

- **Supplemental Bond Request:** \$2,000,000
- **Land Value Treatment:** Operating Lease vs. GP Capital Contribution of lease repayments

Original Allocation	\$20 Million to \$40 Million				
Supplemental Allocation Requested (compared to original allocation)	5%	10%	20%	30%	30%+
Tiebreaker Reduction	0.25%	0.50%	0.75%	1.00%	2.00%

RECOMMENDATION

- **Adopt the Authorizing Resolution No. 1067 for the Ground Lease and Cash Loans and Approve the Financing and Ownership Structure for Linnet Corner**

ISLAND CITY DEVELOPMENT

Resolution No. 2024-01

Linnet Corner (North Housing Seniors) Transaction

At a duly constituted meeting of the Board of Directors (the “**Board**”) of Island City Development, a California nonprofit public benefit corporation (“**ICD**”), held on January 17, 2024 (the “**Meeting**”), the following resolutions were adopted:

WHEREAS, ICD has formed and is the sole member and manager of ICD Mabuhay LLC, a California limited liability company (the “**LLC**”), and the LLC has formed and is the sole general partner of Mabuhay and Lakehurst LP, a California limited partnership (the “**Partnership**”), with the Housing Authority of the City of Alameda, a public body corporate and politic of the State of California (the “**Authority**”), as the initial sole limited partner of the Partnership.

WHEREAS, the Authority is the owner of that certain land located at 2000 Lakehurst Circle in the City of Alameda (the “**Land**”), which is commonly referred to as Linnet Corner (North Housing Seniors).

WHEREAS, the Authority and the Partnership are parties to that certain Option Agreement effective as of November 17, 2021, by and between the Authority as seller and ICD as buyer, as assigned pursuant to that certain Assignment of Option Agreement dated January 1, 2023, between ICD and the Partnership (as assigned, the “**Option Agreement**”) with respect to the Land.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership as lessee, to enter into a ground lease and memorandum of ground lease with the Authority as lessor, with respect to the Land for a term of 99 years, and upon such terms and conditions as deemed necessary or appropriate by an Officer (as defined below) (the “**Ground Lease**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to acquire from the Authority, rehabilitate, construct, own and operate 64 units of affordable housing (including one (1) manager’s unit) currently and to be located on the Land (the Partnership’s leasehold interest in the Land and fee interest in the improvements, including the affordable housing, now or hereafter located thereon is collectively referred to herein as the “**Project**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership, for the Partnership to enter into a development agreement with ICD, as developer of the Project (the “**Development Agreement**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership, for ICD, the LLC and the Partnership to assist in the acquisition, construction and development of the Project by: (i) consenting to the withdrawal of the Authority as the initial limited partner from the Partnership and facilitating the admission of Enterprise Housing Credit Investments, LLC, as nominee, or a substitute investor (“**Investor**”), as a 99.99% limited partner

in the Partnership in exchange for capital contributions to the Partnership of approximately \$22,000,000, (ii) amending and restating the agreement of limited partnership of the Partnership (the “**Partnership Agreement**”) to provide for such other matters as may be required by the Investor, and (iii) entering into the Guaranty Agreement (the “**Guaranty Agreement**”) for the benefit of the Partnership and the Investor (collectively, the “**Syndication**”).

WHEREAS, the Board deems it to be in the best interests of ICD to obtain a grant from the California Department of Housing and Community Development (“**HCD**”) of IIG funds in an amount not to exceed \$2,293,116 (the “**IIG Grant**”) and to lend the proceeds thereof to the Partnership.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to obtain the following financings for the Project, which will be secured by liens on the Project (“**Secured Financings**”):

(a) A recourse construction loan (the “**Senior Tax-Exempt Loan**”), from California Municipal Finance Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (“**Governmental Lender**”), in the approximate amount of \$27,184,366, which Senior Tax-Exempt Loan is anticipated to convert to a nonrecourse permanent loan in the approximate amount of \$4,300,000 following stabilization of the Project and certain other conditions. The Senior Tax-Exempt Loan is anticipated to be funded by the proceeds of a loan (the “**Funding Loan**”) made to Governmental Lender from Bank of America, N.A., a national banking association (in such capacity, the “**Initial Funding Lender**”), in the approximate amount of \$27,184,366, which Funding Loan is anticipated to be secured by an assignment of Governmental Lender’s rights, title, and interests in and to the Senior Tax-Exempt Loan, and which Funding Loan is anticipated to be purchased under another permanent lender (in such capacity, the “**Permanent Funding Lender**”) in the approximate amount of \$4,300,000, in connection with the conversion of the Senior Tax-Exempt Loan.

(b) A loan from HCD of MHP funds in an amount not to exceed \$13,474,995.

(c) A loan from HCD of VHHP funds in an amount not to exceed \$4,867,201.

(d) A loan from ICD of the proceeds of the IIG Grant.

(e) A loan from Alameda Affordable Housing Corporation of Local Housing Trust Fund Program funds from HCD and matching funds in an aggregate amount not to exceed \$3,438,000.

(f) A loan from the Authority, Bank of Marin, Bank of America, N.A. a national banking association, or another bank or lender, of Affordable Housing Program funds in an amount not to exceed \$945,000.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to enter into interest rate swaps, caps, collars, floors (including any option), amendments or supplements thereto, and assignments or terminations thereof, from time to time to hedge or otherwise manage interest rate exposure in relation to assets or liabilities of the Partnership (collectively, the “**Swap Documents**”).

WHEREAS, as a condition of the Secured Financings and the Syndication, the lenders and the Investor may require that ICD, the LLC and/or the Partnership (a) guaranty the payment and performance by the Partnership and/or the LLC of their obligations under the documents evidencing and securing the Secured Financings and the Syndication, and guaranty timely lien-free completion of the Project and make certain indemnities (the “**Guaranties**”), and/or (b) assign any fees from the Partnership or pledge other interests in the Project as security for the Secured Financings and the Syndication (the “**Security Assignments**”), and the Board deems it to be in the best interests for ICD, the LLC and the Partnership, to make and enter into the Guaranties and Security Assignments.

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership to execute and deliver any and all documents or agreements necessary or advisable for the acquisition, development, financing, construction, rehabilitation, management, operation and maintenance of the Project, including, but not limited to, all grant deeds, deeds of trust, UCC financing statements, regulatory agreements, assignments of rents, leases, income and profits, general assignments, construction contracts, architect agreements, grant agreements, development agreements, sub-development agreements, management agreements, service contracts, housing assistance payments contracts and similar or related agreements for housing subsidies, and any other types of agreements (collectively, the “**Project Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership, as applicable, to enter into condominium documents and related association documents, to grant any easement and/or a dedication of a portion of the Project, as may be necessary, to the City and/or the County of Alameda, or other public body, and to execute such documents and to perform such actions as may be required in order to obtain all necessary and appropriate entitlements, permits and any other authorization for the acquisition, development, management or operation of the Project and for any waiver of entitlement or similar fees (collectively, the “**Entitlement Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for ICD, the LLC and the Partnership to execute such documents (including, without limitation, any indemnities and guaranties) and to perform such actions as may be required in order to obtain all necessary and appropriate title insurance (owner and lender policies) for the Project (collectively, the “**Title Documents**”).

WHEREAS, the Board deems it to be in the best interests of ICD, the LLC, and the Partnership for the Partnership to enter into a housing assistance payments contract, an agreement to enter into a housing assistance payments contract, or such other agreement or document in connection with a project-based voucher assistance with the Authority or such other appropriate party (collectively, the “**HAP Documents**”).

NOW, THEREFORE, BE IT RESOLVED, that ICD for itself, the LLC and the Partnership, does hereby approve and is authorized to enter into the following transactions and documents, as applicable:

1. Ground Lease and memorandum thereof;

2. Development Agreement;
3. Partnership Agreement, the Guaranty Agreement and the Syndication;
4. IIG Grant;
5. Secured Financings;
6. Swap Documents;
7. Guaranties and Security Assignments;
8. Project Documents;
9. Entitlement Documents;
10. Title Documents;
11. HAP Documents; and
12. Such other documents, agreements and contracts deemed necessary or advisable by an Officer in furtherance of these resolutions and/or to assist in the development of the Project (collectively, the “**Transaction Documents**”), using his or her own independent judgment.

BE IT FURTHER RESOLVED, that Board hereby authorizes each of (a) Vanessa Cooper, President of ICD, (b) Gregory Kats, Secretary and Treasurer of ICD, and (c) any other person designated by Vanessa Cooper, President of ICD (each, an “**Officer**”), acting alone to accept the Transaction Documents subject to any minor conforming, technical or clarifying changes approved by an Officer and ICD counsel. Each Officer is hereby further authorized and directed to take such further actions including financial changes up to a limit of \$1,500,000 and execute and record such documents as are necessary to accept the Transaction Documents, for itself, the LLC and the Partnership.

BE IT FURTHER RESOLVED, that all actions previously taken by ICD, the LLC and the Partnership, and any of their employees, officers and agents, in connection with the Project or the transactions described herein are hereby ratified and approved.

ATTEST:

 Vanessa M. Cooper
 President

 Gregory Kats
 Secretary

Adopted:

 Date



701 Atlantic Avenue | Alameda, CA 94501

January 5, 2024

Ms. Zeenat-Hassan
Staff Attorney II
Disability Rights California – Legal Advocacy Unit
1000 Broadway, Suite 395
Oakland, CA 94607

RE: Rosefield Village Inquiries – [REDACTED]

Dear Ms. Hasan,

This letter is in response to your correspondence on November 6, 2023, which included additional inquiries related to the letter sent on May 30, 2023. Please find responses to your questions included below.

- 1) **What housing waitlists is [REDACTED] on?** She applied to the waitlist for Rosefield Village through the Alameda County Housing Portal and is uncertain of whether that places her on the waitlist for other properties in the county, or just Rosefield Village.

Response: Rosefield only.

- 2) **For each waitlist she is on, what priorities and preferences does she have listed? If she needs to change any priorities or preferences, how should she do that?**

Response: Please see the attached tenant selection criteria (Attachment 1).

- 3) We appreciate the detailed explanation from Island City Development in its May 30, 2023, letter about how the waiting list is managed and used to fill vacant units. But we remain confused about the impact of having a low lottery number and what it means to be “at the top” of the waitlist:

- a. **Low lottery number:** In its August 31, 2023, letter, John Stewart Company explained to [REDACTED] that the 30% AMI unit she was offered ended up going to another family because: “As you may be aware, we were processing multiple applicants for the same units. The first qualified household with the lowest lottery number received the unit.” **When is a lottery number assigned and how does it factor into the procedure described in ICD’s May 30, 2023, letter?**

Response: Please see the tenant selection criteria attached (Attachment 1).

ICD’s letter explains the process of sorting families on the waitlist but does not mention a lottery number. **How can [REDACTED] find out what her lottery number is?**

Response: We do not provide this number as it can change as an applicant or other applicant’s documented preferences may change over time. Her unique identifier for the lottery was [REDACTED].



- b. Top of the waitlist: The November 14, 2022, letter from the Housing Authority of the City of Alameda said that [REDACTED] is still on the waiting list “and [has] maintained [her] original position.” It also said that if she is “at the top of the waiting list” and meets all the qualifications for the next available unit in her income category, she would receive a separate communication regarding the reasonable modifications she requested. We understood this letter to mean that she would be in the next batch of applicants to receive an offer when a unit becomes available. But ICD’s May 30, 2023, letter explains that the waiting list is sorted and re-ordered at least twice (once when a unit becomes available and again after families submit their applications), and that the order is established “by verified preference and then by application return date.” It further explains that the number randomly assigned to [REDACTED] at the time of her application “is not the order in which she will receive an offer of housing. It cannot be determined at this time where [REDACTED] will fall within the group at her time of selection.” **We are confused about what the impact of her being returned to her “original position” means and why she would need to be “at the top” of the waitlist if her position on the waitlist does not mean she will be the first to receive an offer and the list is re-ordered multiple times when a unit becomes available. Could you please clarify?**

Response: As far as we are aware, [REDACTED] is not at the top of the waitlist. Other families must be processed before her. Once a unit for her income level and size becomes available, and if she is in the next 10-15 persons on the list, the property manager at Rosefield Village will reach out to her.

If she has not already done so, [REDACTED] should return the waitlist purge letter that was sent to her in November in order for property management to determine if she is still interested. She should communicate with FPI on any issues regarding her response. Kim Wolcott is coordinating the leasing of vacant units and the waitlist for FPI Managements and can be reached at kim.wolcott@fpimgt.com with any additional questions. The FPI Property Manager at Rosefield Village, Rodney Winters, is also available to answer additional questions at rosefieldvillage.cd@fpimgt.com or 510-227-5704.

- 4) Calculation of Income: On August 1, 2022, property management told [REDACTED] they had approved her rental application and wanted her to go to the property to drop off a deposit for an available unit. The rent quoted to her was around \$700, which was what she anticipated based on her income at 30% AMI. When she went to the property the next day, she saw that the unit had the same inaccessible bathroom she had previously told property management would be a barrier because of her disabilities. The property manager told her they were “ripping it out.” The property manager then told her that the rent for the unit would actually be over \$1,200 because her increased income pushed her into the 50% AMI range. [REDACTED] questioned how they came to that calculation but never received a clear response. She declined the unit because she could not afford the rent. **Could you please explain how the property determined that her income was in the 50% AMI category?** She acknowledges that her income fluctuated throughout 2022, but the amounts were relatively small, and we do not understand how a small increase pushed her so far into a higher income category. Understanding how the property calculates income eligibility would be helpful so that she knows what to expect in the future if her income changes again.

Response: Please contact Jennifer Wood at JSCO as she made this determination and handled this decision. She may be reached at jwood@jsco.net.

If [REDACTED] experiences a change in income in the future while on the waitlist(s), should she notify someone? If so, who and how?

Response: She can return the waitlist purge letter that was sent to her in November and include her updated income in the response.

- 5) **Is the rent and income eligibility information posted on the Alameda County Housing Portal correct as of November 2023? If so, where do those numbers come from?** The figures in the income eligibility chart are different from the maximum income levels posted by CTCAC for Alameda County LIHTC properties. (For example, CTCAC's maximum income for a 1-person household at 20% AMI was \$20,000 in 2022 and \$20,720 in 2023. The maximum income posted on the portal for a 1-person household at the 20% AMI level is \$19,180.)

Response: No, the portal is no longer being used and this will be removed from the county portal. The current TCAC incomes and rents apply.

- 6) **Are there any 1-bedroom units in the property with floorplans different from those depicted here:** <https://www.alamedahsg.org/wp-content/uploads/2023/01/Rosefield-Unit-Floor-Plans-1-3-BDRM.pdf>
If so, could you please provide the floor plans for those?

Response: Please see Attachment 2 for the 1-bedroom Rosefield Village plans.

Regards,

DocuSigned by:

2E0CFE044009498...

Sean Prevette
Assistant Director of Administrative Services

Cc: Kim Wolcott, FPI Management
Jennifer Wood, John Stewart Company
Vanessa Cooper, Housing Authority of the City of Alameda

Attachments:

Attachment 1: Resident Selection Criteria - Rosefield Village
Attachment 2: 1-bedroom Rosefield Village plans



Attachment 1
Resident Selection Criteria
Rosefield Village



POLICY ON NON-DISCRIMINATION

With respect to the treatment of applicants, the Management Agent will not discriminate against any individual or household because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual orientation, gender, gender identity, gender expression, age, disability, genetic information, military status, source of income, marital status or presence of children in a household, acquired immune deficiency syndrome (AIDS) or AIDS-related conditions (ARC), receipt of or eligibility for housing assistance under any government housing assistance program, or other status protected by state, federal, or local law or arbitrary basis, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part I), Executive Order 11063 and the regulations issued pursuant thereto (25 CFR 570.601), and Title VIII of the 1968 Civil Rights Act (Public Law 90-384), or the Fair Housing Amendments Act of 1988. No criteria will be applied or information considered pertaining to attributes of behavior that may be imputed by some to a particular group or category. All criteria shall be applied equitably, and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency.

I. Procedures for Processing

A. Existing Residents

If Constitution & Eagle LP has determined that no construction work will be done at an occupied unit, the household will remain in their current unit as long as they remain qualified. This household will be recertified with a new income certification at the time of initial lease-up to determine which programs they are eligible for.

Up to two units are to be temporarily relocated for improvements and, every effort will be made to return these households to their original units. These households will need to be recertified with a new income certification at the time of their permanent move, following temporary relocation, to determine which programs they are eligible for.

Existing households will receive priority designation for the housing programs which float and may be assigned by the management to any unit for which they qualify that is not a PBV unit.

B. Relocated Residents

Guyton Settlement Applicants will be given priority to return to a unit at Rosefield Village, assuming they meet the criteria for tenant selection and qualify for eligibility under the new affordable housing programs at the project through the general waitlist and leasing process. Such eligibility must be verified by AHA and JSCo staff according

to the relocation records, prior to processing the application. These applicants will not be given a preference on which unit they receive.

Per the AHA's relocation plan dated April 18, 2019, Previous Residents of Rosefield Village who were relocated, between November 15, 2018, and January 31, 2020, outside of the City of Alameda will be given priority to return to a unit at Rosefield Village, assuming they submit a pre-application, as described below for all applicants, meet the criteria for tenant selection and qualify for eligibility under the new affordable housing programs at the project through the general waitlist and leasing process. Such eligibility must be verified by AHA staff according to the relocation records, prior to processing the application. These applicants will not be given a preference on which unit they receive. (Note prior residents who moved within Alameda may apply under "New Applicants").

C. New Applicants

Each application will be processed in the order according to the Initial Waiting List created by a random lottery of all applicants following this descending order of priorities:

1. Applicants with preferences as described below in Section II.
2. Date of completion of verification/certification process.
3. Date of availability for move-in.
4. Twenty-Three (23) units will be assigned to Project-Based Voucher households from a Project-Based Voucher waiting list administered by the Housing Authority of the City of Alameda (AHA). Separate AHA procedures and preferences apply to these admissions.
5. Six units will be assigned to six CDBG- and HOME-eligible households. Additional eligibility criteria and verification requirements apply. Applicants for HOME must disclose Social Security Numbers or Individual Taxpayer Identification Numbers. Third-party verification is required for all assets at move-in as well. These items must be provided every six years.

C. Waiting Lists

1. If no units are available, an eligible applicant will be returned to the Waiting List up to the cap.
 - a. Rosefield Village will accept applicants from waiting lists for the project as follows:
 - i. Project-Based Voucher Unit waiting list(s) (administered and held by AHA) as determined by AHA policy and procedure per its Administrative Plan.
 - ii. Non-Project-Based Voucher Unit waiting list (administered and held by JSCo).

2. The Non-Project-Based Voucher waiting list is updated once a year by Management. Applicants who do not respond to an update letter/email will be removed from the list.

II. Priority for Processing

A. Preferences for non PBV units:

1. Priority will be given to (a) Guyton Settlement Applicants and then (b) qualified households that previously resided at Rosefield Village and were relocated outside of the City of Alameda, between November 15, 2018, and January 31, 2020.
2. A local preference point will apply for applications with applicants who live or work in the City of Alameda, or applicant households that include at least one adult member who lives or works in the City of Alameda. This will apply up to 18 units; this preference will not apply to any units financed with HOME Investment Partnership Program and Community Development Block Grant funds.
3. Alameda Unified School District (AUSD) employees will receive a preference point per the MOU between AHA and AUSD. This will apply up to 18 units that also have the City of Alameda live or work preference; this preference will not apply to any units financed with HOME Investment Partnership Program and Community Development Block Grant funds.
4. A live/work preference point will apply for applicant households include at least one adult member who lives or works in the County of Alameda. This will apply up to 44 units; this preference will not apply to any units financed with HOME Investment Partnership Program and Community Development Block Grant funds.

B. Additional Priorities:

1. Units designed specifically for individuals with mobility disabilities:

For the 25 units designed specifically for people with mobility disability, priority will be given to those applicants needing such modifications.

2. Units designed specifically for the visually or hearing impaired (VHI):

For 3 units designed specifically for VHI, priority will be given to those applicants needing such modifications (VHI).

3. Units designated specifically for physical disabilities and auditory/visual disabilities:

For 3 units designed specifically for physical disabilities and VHI accessibility, priority will be given to those applications needing such modifications

4. Transfers: (From one unit to another type of unit within the property) may take precedence over new move-ins and may be required by management for the following reasons:
- (a) To comply with the Violence Against Women Act (VAWA) by facilitating an emergency transfer for a resident of Rosefield Village who is victim of domestic violence or stalking.
 - (b) To comply with Low Income Housing Tax Credit and other regulatory requirements of property's funders.
 - (b) To alleviate overcrowding.
 - (c) For verifiable medical necessity e.g., additional space for medical equipment, such as through a Reasonable Accommodation request under the Americans with Disability Act; or
 - (d) For emergency temporary relocation from the same property. (If a unit becomes uninhabitable due to a catastrophe or a transfer is necessary for the property's business needs, the resident household will be given any open unit for temporary living quarters until their own unit is repaired. An "open unit" is a unit for which the keys are in the possession of the management company.)

(Such transfers shall be from one Project-Based Voucher unit to another or from one non-Project-Based Voucher unit to another, but not from a Project-Based Voucher unit to a non-Project-Based Voucher unit and vice versa. Occupancy standards may apply.)

III. Unit Size/Occupancy Standards

Families will be housed in accordance with the following. Further restrictions may apply from the AHA to qualify for a Project-Based Voucher unit.

BR Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0 BR	1	2
1 BR	1	3
2 BR	2	5
3 BR	3	7

IV. Violence Against Women Act

- A. The Violence Against Women and Justice Department Reauthorization Act of 2013 protects residents who are victims of domestic violence, dating violence, sexual assault, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. In accordance with the Violence Against Women Act (VAWA) Management will not penalize victims of domestic violence, stalking, dating violence, or rape.
- B. Some key protections provided by the Act include:
1. A potential resident who certifies they were the victim of domestic violence may be allowed to be admitted even with poor credit and poor landlord evaluations if he/she can show those negative factors were caused by domestic violence.
 2. It assures that victims of domestic violence, sexual assault, etc., can have access to the criminal justice system without facing eviction.
 3. Where someone is abusive to other members of the household, only the abuser may be evicted. Furthermore, the standards for eviction due to imminent threat have been strengthened.
 4. Residents in assisted housing who face violence may be allowed early lease termination for a matter of safety.

Victims must certify their status as victims and that the incident in question was a bona fide incident of domestic violence by presenting the victim's appropriate certification or documentation to the Property Manager. Nothing prevents a victim who has committed a crime or violated a lease from being denied, evicted or terminated.

V. Fair Housing

- A. The project will comply with all Federal, State, or local fair housing and civil rights laws and with all equal opportunity requirements set forth in HUD's administrative procedures.
- B. It is the policy of the project to guard the privacy of individuals conferred by the Federal Privacy Act of 1974, and to ensure the protection of such individuals' records maintained by the project.
- C. The project will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Federal law, the project will make reasonable accommodation for individuals with disabilities (applicants or residents). Such accommodations may include changes in the method of administering policies, procedures, or services and may also include modifications to a unit.

VI. Financial

- A. In accordance with the Low-Income Tax Credit Program requirements, income eligibility will be determined as follows:
 - 1. All income will be verified in writing from the income source on appropriate project income verification forms.
 - 2. All assets, including bank accounts, will be verified.
 - 3. Annual Income (including assets) must be within the established restrictions for the available unit type.
- B. In accordance with management suggestions and owner requirements:
 - 1. A credit report indicating financial responsibilities will be obtained for each applicant. Refer to "Grounds for Denial", Attachment 2, item 1, for details on credit benchmarks.
 - 2. If applicant's income is not two times the monthly rent the net income and gross expenses will be used to determine an individual's actual ability to pay his/her monthly rent while meeting his/her other monthly obligations.
 - 3. Both the current and previous landlords will be contacted for a reference concerning payment records as well as the history of complying with lease requirements and housekeeping habits.
 - 4. Refer to "Grounds for Denial", Attachment 2, for more details.

VII. General

The Low-Income Tax Credit Program specifies that applicants be made aware of program requirements, including (but not limited to) the following:

- A. All applicants will be interviewed by the site administrator or other representative of management. At the time of the interview, all adult members of the household must be in attendance. Documents or identification to determine household members' relationships may be requested.
- B. Pets are not permitted. A service or companion animal required for physical or emotional assistance by a person who has a disability (e.g., a Seeing Eye dog or a dog for the deaf) is not considered a pet but may be subject to reasonable regulations and verification.
- C. All applicants must be able to fulfill the terms of the lease (with or without third party assistance), particularly concerning:
 - 1. Timely payment of rent and other charges.
 - 2. Maintaining premises in a safe and sanitary condition.
 - 3. Not interfering with management or quiet enjoyment of the property by others.

VIII. Rejected Applications

- A. Applicants may be rejected for any of the following:
 - 1. Failure to present all members of the household at the full household interview (or some other time acceptable to management) prior to completion of Initial Certification;
 - 1. Blatant disrespect, disruptive or anti-social behavior toward management, the property or other residents exhibited by an applicant or household member any time prior to move-in (or a demonstrable history of such behavior).
 - 2. Current abuse of alcohol or use of illegal drugs. Use shall constitute abuse for illegal drugs (unless required by doctor's verification).
 - 3. A judgment against an applicant obtained by the current or previous landlord, a negative landlord or other reference, encompassing failure to comply with the lease, poor payment history, poor housekeeping habits, or eviction for cause.
 - 4. A negative credit report, as indicated under "Financial".
 - 5. Falsification of any information on the application.

6. Eligibility income exceeding the maximum allowed for the specific program.
7. Household composition not appropriate for available units.
8. Failure to update application for the waiting list within specified time when notified.
9. A documented history of violence or abuse (physical or verbal), in which the applicant was determined to be the antagonist. Criminal convictions that adversely affect the health, safety, or welfare of other tenants.
10. Other good cause: including, but not limited to, failure to meet any of the selection criteria in this document.

See Attachment 2, “Grounds for Denial”, for detailed listing of grounds for a rejected application. The Grounds for Denial is given to applicants as part of the rental application instructions.

B After qualifying for occupancy, the selected applicants will be assigned units within the following limits: the applicant may turn down the first unit he/she is offered and retain his/her spot on the waiting list. The second time an applicant declines to move into a unit will result in the person being removed from the project specific waiting list and the applicant will have to re-apply when the waiting list is open. Applicants must accept the unit within 5 calendar days of approval and pay the Security Deposit in full to hold the unit beyond 5 calendar days.

C If an applicant is rejected, management will promptly notify the applicant in writing explaining in the notice:

1. The reasons for the rejection; and
2. That the applicant has 10 working days to respond in writing or to request a meeting to discuss the rejection.

IX. Deposits (Subject to change):

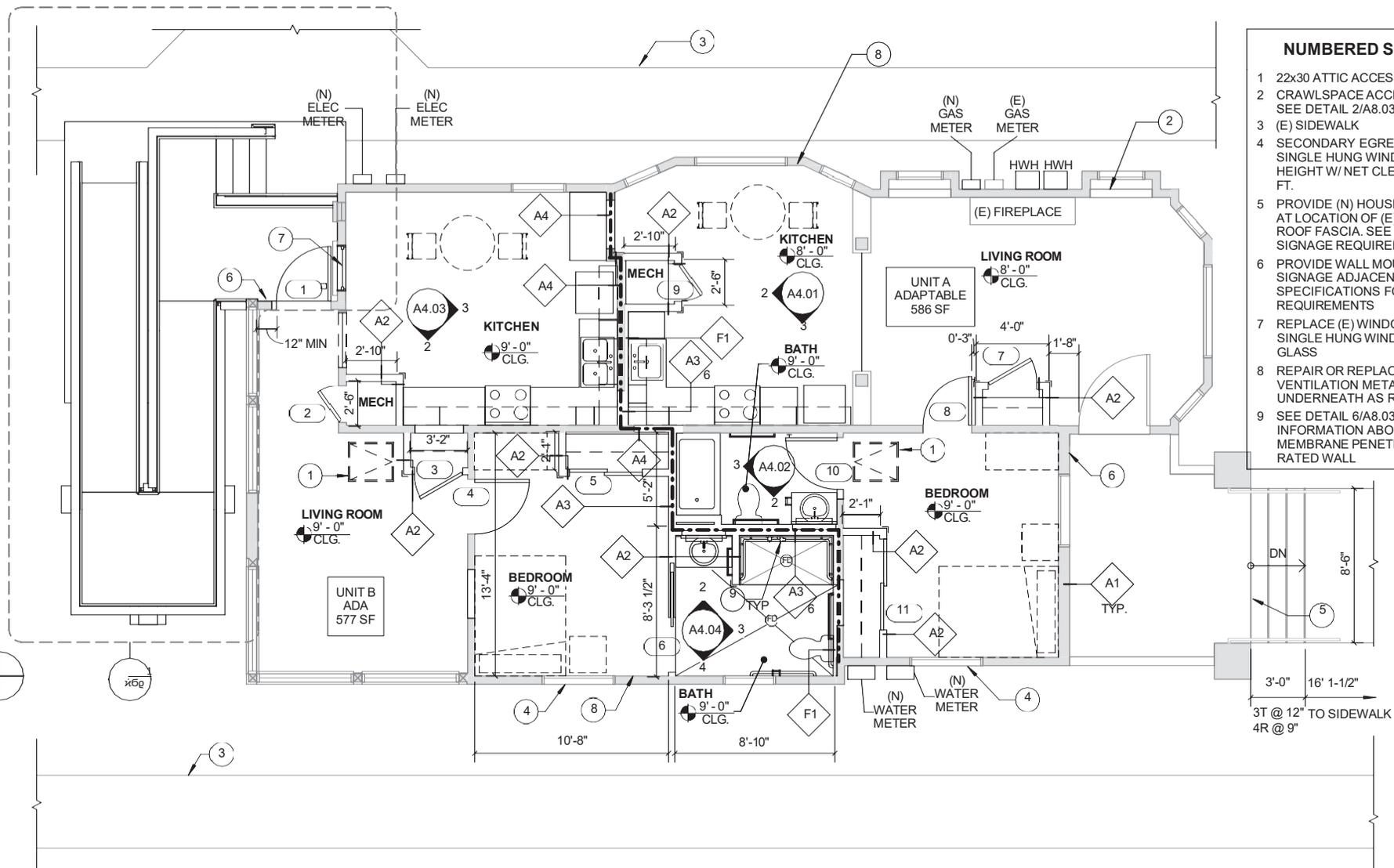
Security Deposits*	Non-Section 8 Project-Based Units	Section 8 Project-Based Voucher (PBV) Units
Studio	\$500	\$500
1-BR	\$750	\$750
2-BR	\$1000	\$1000
3-BR	\$1,500	\$1,500

*Subject to change

X. Reasonable Accommodation

- A. The application and interview process will take place at Rosefield Village or a temporary leasing office which is easily accessible to people with disabilities. Accommodations will be made for individuals with disabilities including hearing and/or sight impairment to ensure their full access to the application process.
- B. Constitution and Eagle LP, AHA, and JSCo will follow all reasonable accommodation laws and regulations as provided for in the Federal Fair Housing Act and the State Fair Employment and Housing Act in its tenant selection process and throughout its property management operations.
- C. JSCo will provide a notice to all applicants that they may be entitled to a reasonable accommodation in the tenant selection and admission process.
- D. For applicants with disabilities whose applications are initially rejected because they do not meet the Resident Selection Criteria, an accommodation may be made on the basis that the applicant's commitment to work with service providers to address the reasons for the applicant's initial rejection makes such an accommodation reasonable. For example: if an applicant is denied for a history of non-payment, which is related to a disability, the applicant may be approved with reliable income and a protective payee to ensure rent is paid.

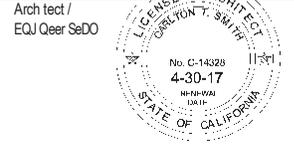




- NUMBERED SHEET NOTES**
- 22x30 ATTIC ACCESS DOOR
 - CRAWLSPACE ACCESS DOOR BELOW, SEE DETAIL 2/A8.03
 - (E) SIDEWALK
 - SECONDARY EGRESS: (E) 48"W x 53"H SINGLE HUNG WINDOW @ 24'-3" SILL HEIGHT W/ NET CLEAR OPENING OF 7 SQ. FT.
 - PROVIDE (N) HOUSE NUMBER SIGNAGE AT LOCATION OF (E) SIGNAGE ON PORCH ROOF FASCIA. SEE SPECIFICATIONS FOR SIGNAGE REQUIREMENTS
 - PROVIDE WALL MOUNTED UNIT NUMBER SIGNAGE ADJACENT TO DOOR. SEE SPECIFICATIONS FOR SIGNAGE REQUIREMENTS
 - REPLACE (E) WINDOW W/ (N) 30x48 SINGLE HUNG WINDOW W/ TEMPERED GLASS
 - REPAIR OR REPLACE CRAWLSPACE VENTILATION METAL GRATING UNDERNEATH AS REQUIRED
 - SEE DETAIL 6/A8.03 FOR MORE INFORMATION ABOUT PLUMBING MEMBRANE PENETRATIONS INTO FIRE RATED WALL

1 FLOOR PLAN - NEW CONDITION
3/16" = 1'-0"

mwa architects
655 MONTGOMERY STREET, SUITE 1720,
SAN JUAN & IS&O, & A 94111
T: (415) 957 2750
F: (415) 957 27 0



PROJECT NAME:
738 EAGLE AVENUE

PROJECT ADDRESS:
738 Eagle Avenue, Alameda, CA 94501

CLIENT NAME:
HOUSING AUTHORITY OF THE CITY OF ALAMEDA
701 Atlantic Avenue, Alameda, CA 94501

Description	Date	FLOOR PLAN - NEW	
A 100% DD	7/14/16		
B PERMIT SUBMITTAL	10/03/16		
1 PLAN CHECK RESPONSE/ CONSTRUCTION SET	12/20/16	Project number	201622
2 BID SET	1/13/17	Date	1/13/17
		Drawn by	LA
		Checked by	BS

A2.01
Scale 3/16" = 1'-0"

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