EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (FORMER COAST GUARD SITE)

This Exclusive Negotiating Rights Agreement (this "Agreement") is entered into as of this Agreement, 2021 (the "Effective Date") by and among the County of Marin, a political subdivision of the State of California (the "County") and Community Land Trust Association of West Marin and Eden Housing (collectively the "Developer") with reference to the following facts:

RECITALS

- A. The County is owner of two adjoining parcels of real property totaling approximately 32.57 acres and located at Commodore Webster Drive at the previous Point Reyes Coast Guard Station in West Marin (the "Site").
- B. The County acquired the Site from the United States of America, acting by and through the Commandant of the United States Coast Guard (the "Coast Guard") by that certain quitclaim deed, filed for record on December 12, 2019, as Instrument No. 2019-0047097, that contains various limitations on use of the Site and requires the County to submit certain reports to the Coast Guard (the "Quitclaim Deed").
- C. The County shall perform the reporting required by the Quitclaim Deed during the term of this Agreement.
- D. The Site is improved with ten (10) two-story buildings, containing a total of thirty-six (36) townhome units, each containing two (2), three (3) or four (4) bedrooms. The Site also includes an approximately nine thousand six hundred fifty-two (9,652) square foot barracks building with twenty-four (24) single rooms and communal bathrooms. The Site is also improved with several ancillary buildings but has no sewer service or onsite wastewater treatment facility.
- E. The County selected the Developer to act as the developer of the Site through a competitive Request for Proposal process. In the Developer's proposal responding to the Request for Proposal (the" Proposal"), the Developer has proposed to (i) rehabilitate the thirty-six (36) townhome units; (ii) develop an additional approximately fourteen (14) housing units; and (iii) install sanitary facilities and infrastructure improvements and offer the housing units at rents affordable to persons and families with incomes at or below eighty percent (80%) of the area median income for Marin County (the "Proposed Project").
- F. The development of the Proposed Project will further the County's goals of providing affordable housing in West Marin and for the larger community and will facilitate the redevelopment of the former Point Reyes Coast Guard Station.
- G. The purpose of this Agreement is to establish procedures and standards for the negotiation by the County and the Developer of a Disposition and Development Agreement (the "DDA") pursuant to which the County will either sell or lease the Site to the Developer and the Developer will develop the Proposed Project. As more fully set forth in Section 3.1, the

Developer acknowledges and agrees that this Agreement in itself does not grant the Developer the right to develop the Proposed Project, nor does it obligate the Developer to any activities or costs to develop the Proposed Project, except for the preliminary analysis and negotiations contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Developer (collectively referred to herein as the "Parties") mutually agree as follows:

Article I. EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Good Faith Negotiations. The County and the Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, the terms of a DDA for the development of the Proposed Project on the Site. The Proposal shall serve as a guide in the negotiation of the DDA, although the Parties acknowledge that review of additional information and further discussion may lead to refinement and revision of the development concepts set forth in the Proposal. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory DDA.

Among the issues to be addressed in the negotiations will be (i) the final land price to buy or lease the Site; (ii) physical and land title conditions of the Site and any required remediation of any adverse conditions; (iii) the schedule for the development of the Proposed Project; (iv) the proposed financing of the Proposed Project; (v) the design and aesthetic considerations of the Proposed Project; (vi) the provision of public improvements related to the Proposed Project; and (vii) the marketing and management of the Proposed Project.

Section 1.2 Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall commence on the Effective Date and shall expire at 5:00 p.m. (Pacific Time) on the first anniversary of the Effective Date, subject to extension as provided below. If, in the judgement of the County Administrator, negotiations with the Developer have progressed sufficiently to indicate that the Parties can satisfy the terms of this Agreement, the County Administrator, on behalf of the County, may extend the Negotiating Period for up to an additional six (6) months with the consent of the Developer. In addition, the Negotiating Period may be extended or modified by formal amendment of this Agreement executed by the County and the Developer.

If a DDA has not been executed by the County and the Developer (or a related entity approved by the County) by the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement. If a DDA is executed by the County and the Developer (or a related entity approved by the County) then,

upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA.

- Section 1.3 <u>Exclusive Negotiations</u>. During the Negotiating Period (as such Negotiating Period may be extended by operation of Section 1.2), the County shall not negotiate with any entity, other than the Developer, regarding development of the Site, or solicit or entertain bids or proposals to do so.
- Section 1.4 <u>Identification of Developer Representative</u>. The Developer's representative to negotiate the DDA with the County are Stacey Laumann, Jeremy Hoffman_and Kevin Leicher.
- Section 1.5 <u>Creation of Development Entity</u>. The County acknowledges that the Developer may desire to create a single purpose entity to develop the Proposed Project. The organizational structure of such development entity shall require the approval of the County which shall not be unreasonably withheld, conditioned or delayed.

Article II. NEGOTIATION TASKS

- Section 2.1 Overview. To facilitate negotiation of the DDA, the Parties shall use good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period. To the extent a specific time period is set forth herein, the County reserves the right, in its sole discretion, to waive or extend the times for the Developer's performance of any of the tasks, provided that all such actions shall be effective only if in writing.
- Section 2.2 <u>Due Diligence</u>. During the Negotiating Period the Developer shall conduct the following due diligence activities:
 - a) Site Adequacy Determination. No later than July 1, 2021, the Developer shall determine whether the Site is suitable for development of the Proposed Project, taking into account the geotechnical and soils conditions, and other existing conditions that the Developer deems relevant. If, in the Developer's judgement based on such soils, groundwater, and other tests and investigations, the Site is not suitable for development of the Proposed Project, Developer may so notify the County in writing prior to the expiration of the Negotiating Period. Upon such timely notification by the Developer, this Agreement shall be terminated without further action of either party, and thereafter neither party shall have any further duties, obligations, rights, or liabilities under this Agreement.
 - Wastewater System. No later than January 15, 2022, the Developer shall determine whether an adequate wastewater system can be developed to service the Proposed Project. If, in the Developer's judgement based on its analysis of the wastewater systems requirements, the Site is not suitable for development of the Proposed Project, Developer may so notify the County in writing prior to the expiration of the

- Negotiating Period. Upon such timely notification by the Developer, this Agreement shall be terminated without further action of either party, and thereafter neither party shall have any further duties, obligations, rights, or liabilities under this Agreement.
- c) <u>Hazardous Materials Investigation</u>. No later than September 1, 2021, the Developer shall determine whether the Site is suitable for development of the Proposed Project, taking into account the presence or absence of toxic or other hazardous materials. If, in the Developer's judgement based on such tests and investigations, the Site is not suitable for development of the Proposed Project, Developer shall notify the County in writing prior to the expiration of the Negotiating Period. Upon such timely notification by the Developer, this Agreement shall be terminated without further action of either party, and thereafter neither party shall have any further duties, obligations, rights, or liabilities under this Agreement.
- Objections to Title. Upon execution of this Agreement, the County shall cause Cal Title Company in Greenbrae to issue a Preliminary Title Report (the "Report") on the Site to the Developer. If the Developer objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the Developer may object to such exception, provided such objection is made to the County in writing on or before 5:00pm (Pacific Time) on the thirtieth (30th) day following the date of issuance of the Report. If the Developer objects to any exception to title, the County, within fifteen (15) days of receipt of Developer's objection shall notify Developer in writing whether County elects to (i) cause the exception to be removed of record, (ii) obtain a commitment from Title Company for an appropriate endorsement to the policy of title insurance to be issued to the Developer, insuring against the objectionable exception, or (iii) terminate this Agreement unless the Developer elects to take title subject to such exception. If either party elects to terminate this Agreement pursuant to this subsection (c), neither party shall thereafter have any obligations to or rights against the other hereunder. If the Developer fails to provide any notification to the County regarding this matter prior to expiration of the time period set forth herein, the condition set forth in this Section 2.2(d) shall be deemed satisfied and this Agreement shall continue in effect.
- Section 2.3 Reports. The Developer shall provide the County with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the Developer with respect to this proprietary information, prepared or commissioned by the Developer with respect to this provide the Proposed Project, promptly upon their completion. The County shall provide the Developer with copies of all reports, studies, analyses, and similar documents that are not confidential or privileged (collectively, "documents"), which the County has determined are reasonably relevant to the development of the Site and are in its possession or under its and similar documents that are not confidential or privileged, which the County has determined and similar documents that are not confidential or privileged, which the County has determined are reasonably relevant to the inability to develop the Site in accordance with the Proposal for any reason, and are in its possession or under its reasonable control. The County agrees to make a good faith effort to promptly inform the Developer of any information in the County's

possession, or of which it is aware, or subsequently becomes aware of, regarding the Site that could materially inhibit the Developer from developing the Proposed Project.

While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Developer acknowledges that the County will need sufficient, detailed information about the Proposed Project (including, without limitation the financial information described in Section 2.8) to make informed decisions about the content and approval of the DDA. The County will work with the Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on the County by the Public Records Act (Government Code Section 6253 et seq.). The Developer acknowledges that the County may share information provided by the Developer of a financial and potential proprietary nature with third party consultants and County Board members as part of the negotiation and decision-making process and shall notify those parties of the intended confidential or proprietary nature of the information to the extent such confidentiality is allowed by law. To the extent that the Developer submits information to the County that it reasonably believe is of a confidential or proprietary nature, the Developer shall (1) clearly mark each page "CONFIDENTIAL", (2) upon request of the County provide additional information regarding the legal basis for the exception from disclosure under the Public Records Act, and (3) defend, indemnify, and hold harmless the County regarding any claim by any third party for the public disclosure of the documents clearly marked "CONFIDENTIAL".

To the extent that the County receives a request to disclose documents that are clearly marked "CONFIDENTIAL", and the County determines that there is a legal basis for withholding such information from public disclosure, the County shall not disclose such information unless compelled by court order; provided that the Developer shall defend, indemnify, and hold harmless the County regarding any claim or litigation by any third party for such public disclosure, and such obligation shall survive the termination of this Agreement and any expiration of the Negotiating Period.

To the extent that the County receives a request to disclose documents that are clearly marked "CONFIDENTIAL", and the County does not identify a legal basis to withhold the information, the County shall provide written notice to the Developer, and the Developer shall be given a reasonable opportunity to seek a court order to prevent the disclosure of the information provided that the Developer shall defend, indemnify, and hold harmless the County regarding provided that the Developer shall defend, indemnify, and hold harmless the County regarding any claim or litigation by any third party for such public disclosure, and such obligation shall survive the termination of this Agreement and any expiration of the Negotiating Period.

Section 2.4 Scope of Proposed Project and Site Plan. The Developer has proposed to develop approximately fifty (50) units of affordable housing and various community uses on the Site. Not later than January 15, 2022, the Parties shall agree on a scope of development specifying in sufficient detail each component of the Proposed Project and a proposed site plan identifying the location of the Proposed Project improvements to be constructed. The Developer and the County agree to negotiate a refined scope of the Proposed Project regarding the uses to be included in the Proposed Project. The Proposed Parties shall negotiate the number of one, be included in the Proposed Project. The Proposed building configurations and financing to the extent feasible based on existing and proposed building configurations and financing sources, and the level of affordability of the units to be included in the Project Project.

- Section 2.5 <u>Planning Approvals</u>. The Developer acknowledges that the Proposed Project requires approvals and entitlements from the County including: design review approval, site plan approval, and building and grading permits. By the end of the Negotiating Period, the Developer shall submit preliminary plans and designs for the Proposed Project to the County and the appropriate County departments for their informal review, and shall file a formal application for the design review approval and the site design approval, conditioned on the approval and execution of the DDA.
- Section 2.6 <u>Method of Conveyance</u>. Not later than November 1, 2021, the Parties shall negotiate in good faith to determine whether the Site will be conveyed in one or more phases and whether the conveyance of the Site will take the form of a fee conveyance or a long term ground lease.
- Section 2.7 Schedule of Performance. Within one hundred eight (180) days following the Effective Date of this Agreement, the Developer shall provide the County with a detailed schedule of performance for the housing and community elements of the Proposed Project which shall include but not be limited to: the estimated date for close of escrow for the conveyance of a leasehold or fee interest in the Site, the date for the commencement of construction of the Proposed Project and the date for completion of construction and the opening of the Proposed Project.
- Section 2.8 <u>Financial Proforma Analysis</u>. Within one hundred eight (180) days following the Effective Date of this Agreement, the Developer shall provide the County with a detailed financial proforma for the Proposed Project containing, among other matters typically contained in such proformas, a detailed development cost budget and a detailed operating income and expense estimate (excluding confidential or proprietary information). During the Negotiating Period, the Developer will continue to update and refine the pro forma that was contained in the Proposal and provide those iterations to the County to inform the negotiations. The financial proforma will be used to evidence the financial feasibility of the Proposed Project and to assist in the negotiation of terms regarding payment of costs of land and development.
- Section 2.9 <u>Progress Reports.</u> From time to time as reasonably agreed upon by the Parties, each party shall make oral or written progress reports advising the other party on studies being made and matters being evaluated by the reporting party with respect to this Agreement and the Proposed Project within ten (10) business days of a request from the other party.

Article III. GENERAL PROVISIONS

either the County or the Developer to enter into a DDA or to enter into any particular DDA. By execution of this Agreement, the County is not committing itself to or agreeing to enter into any execution of this Agreement, the County is not committing itself to or agreeing to enter into any agreement for acquisition, disposition, or exercise of control over any Site. Execution of this Agreement by the County is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent County and Board of Supervisors action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the County and, if required by law, the Board of Supervisors of the County of Marin, following conduct of all legally required procedures.

Section 3.2 Environmental Review. Without limiting the generality of Section 3.1, below, the Developer expressly acknowledges that any agreement resulting from the negotiations contemplated in this Agreement shall become effective only if the agreement is approved by the County Board of Supervisors following compliance with all applicable notice and hearing requirements and compliance with all other requirements of law, including without limitation, the requirements of the California Environmental Quality Act ("CEQA"). The Parties acknowledge that the Proposed Project described in the Proposal is preliminary in nature and shall be described in further detail in the DDA to be negotiated during the Negotiation Period. Without limiting the foregoing, the Parties acknowledge that the County retains discretion to (1) modify the Proposed Project as the County may, in its discretion, determine to be necessary to comply with CEQA, (2) select other feasible alternatives and/or impose mitigation measures to avoid or minimize significant environmental impacts, (3) balance the benefit of the Proposed Project against any significant environmental impacts prior to taking final action, if such impacts cannot otherwise be avoided, and/or (iv) determine not to proceed with the Proposed Project on the Site.

Section 3.3 Notices. Formal notices, demands and communications between the County and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

County:

County of Marin

Marin County Civic Center 3501 Civic Center Drive San Rafael, CA 94903 Attn: Leelee Thomas

Developer: E

Eden Housing 22645 Grand Street Hayward, CA 94541 Attn: Jeremy Hoffman Community Land Trust Association of West Marin PO Box 273 Point Reyes Station, CA 94956 Attn: Stacey Laumann

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.4 <u>Costs and Expenses</u>. Each party shall be responsible for its owns costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 <u>Defaults and Remedies</u>.

- (a) Default. Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice or, if such default cannot be cured within thirty (30) days, if the defaulting party fails to commence to cure within 30 days and thereafter diligently pursues such cure and completes such cure within such reasonable period as is required to cure such default thereafter, and such period does not to exceed ninety (90) days, the non-defaulting party may exercise the remedies set forth in subsection (b).
- (b) Remedies. In the event of an uncured default by the Developer, the County's sole remedy shall be to terminate this Agreement. In the event of an uncured default by the County, the Developer may elect either of the following remedies: (i) specific performance of the obligation of the County which is the subject of the uncured default; or (ii) termination of this Agreement. Upon termination of this Agreement neither party shall have any further right, remedy or obligation under this Agreement.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

- Section 3.6 <u>Attorneys' Fees</u>. In the event that any action is instituted to enforce or interpret any terms of this Agreement or because of the breach of any covenant herein contained, the Parties shall bear their own attorney fees and costs.
- Section 3.7 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- Section 3.8 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

- Section 3.9 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
- Section 3.10 <u>Time of the Essence</u>. Time is of the essence in this Agreement and every provision contained herein.
- Section 3.11 Authority to Execute. Each of the undersigned represent and warrant that each is duly authorized to execute this Agreement.
- Section 3.12 Non-Recourse to Agents. Absent fraud or willful misconduct, no member, official, employee, agent or consultant of any party to this Agreement shall be personally liable to any other party, or any successor in interest or person claiming by, through or under any party, in the event of any default or breach, or for, or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this Agreement.
- Section 3.13 <u>Cooperation</u>. In connection with this Agreement, the Developer and the County shall reasonably cooperate with one another to achieve the objectives and purposes of this Agreement.
- Section 3.14 <u>Incorporation by Reference of Request for Proposal</u>. The Developer has been selected to enter into this Agreement in accordance with the Request for Proposal and the Proposal, the provisions of which are expressly incorporated herein by this reference and made a part of this Agreement. Any conflict between or among the Request for Proposal, Proposal, or this Agreement, shall be resolved first in favor of this Agreement, then the Request for Proposal, and then the Proposal.
- Section 3.15 <u>Temporary Site Entry.</u> Irrespective of the execution of this Agreement, neither the Developer nor any of its employees, officers, directors, agents, or contractors (collectively "Agents") shall have the right to enter or access the Site until a separate right to enter agreement between the County and the Developer is executed by the Parties.
- Section 3.16 <u>Assignment</u>. The Developer may not transfer or assign any of its rights or interests hereunder except with the prior written consent of the County, which consent shall be granted or withheld in the County's sole discretion, and any such attempted transfer or assignment without the prior written consent of the County shall be void.

IN WITNESS WHEREOF, this Agreement has been executed, by the Parties on the date first above written.

DEVELOPER:

Community Land Trust Association of West Marin

By: Its:

Eden Housing, Inc.

By:

Its:

Vice President of Development

COUNTY:

County of Marin

By: Its:

Dennis Rodoni

President, Board of Supervisors

APPROVED AS TO FORM:

By:

County Counsel

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Marin Unincorporated and described as follows:

Parcel One:

Beginning at the most Easterly corner of the parcel of land conveyed in the Deed executed by Harold F. Genazzi to Victor De Carli, et al, recorded January 12, 1959, in Book 1247 of Official Records at Page 429, Marin County Records, thence leaving said Easterly line and running along the Southeasterly below the parcel of land conveyed in the Deed executed by the Northwestern Pacific Railroad Company, a corporation, to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Company, a corporation, to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Company, a corporation, to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Company, now North S9° 33′ 14″ East 496.4 feet to the most Easterly corner thereof, Page 208, Marin County Records, Inline of the Southerly and Easterly line of the 50 foot right of way of the North Pacific Coast Railroad Extension company, now Northwestern Pacific Railroad Co., acquired from. Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from. Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from. Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from. Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from. Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from. Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from Galen Burdell by Deed dated Extension company, now Northwestern Pacific Railroad Co., acquired from Galen Burdell by Deed dated Extension company

Parcel Two:

Beginning at the most Easterly point of that certain parcel of land described in Deed made by George Plummer, dated March 23, 1917 and recorded March 30, 1917, in Book 186 of Deeds at Page 432, Marin County Records, said point being also 25 feet Southeasterly, radially from a point on a curve concave to the North of a radius 1042 feet, being the center line of the original 50 foot right of way of the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, acquired from Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, thence Southwesterly, along the Southeasterly line and its production Southwesterly of the said land acquired from Plummer, a distance of 496.4 feet, more or less, to a point on the Southerly line of that certain parcel of land described secondly in Deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889 and recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, thence Westerly along said Southerly line and the Southern line of that certain parcel of land described firstly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 19, 1909 in Book 121 of Deeds at Page 367, Marin County Records; a distance of 293.3 feet, more or less, to a point on the Northeasterly line of that certain parcel of land described firstly in that certain Deed made by Northwestern Pacific Railroad Company to Henry R. Bell, et ux, dated January 12, 1917 and recorded February 24, 1917 in Book 185 of Deeds Page 300, Marin County Records, thence Northwesterly along the said Northeasterly line a distance of 94.2 feet, more or less, to a point in the Easterly line of First Street in the Town of Point Reyes; thence Northerly along the said Easterly line of First Street, a distance of 182.2 feet, more or less, to the most Northerly point of that certain parcel of land described secondly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 18, 1909 in Book 121 of Deeds Page 367, Marin County Records; thence Southeasterly along the Northeasterly line of said last named parcel a distance of 125 feet more or less to a point on the Northerly line of the above mentioned 50 foot right of way of the North Pacific Coast Railroad Extension Company, thence Northeasterly along the said Northerly line of the 50 foot right of way to a point 50 feet Northwesterly measured radially from the point of beginning; thence Southeasterly radially, 50 feet to the 'point of beginning.

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- A) From Fred Genazzi, et ux, to Standard Oil Company of California, a Delaware Corporation, recorded September 5, 1951 in Book 706 of Official Records at Page 115, Marin County Records.
- B) From Fred Genazzi, et ux, to Harold Weiss, recorded December 10, 1952 in Book 779 of Official Records at Page 323, Marin County Records.
- C) From Fred Genazzi to Harold Weiss, et ux, recorded April 18, 1961 in Book 1453 of Official Records at Page 495, Marin County Records.

Parcel Three:

Beginning at a point in the Northwesterly boundary line of the parcel of land firstly described in the Deed executed by Galen Burdell to the North Pacific Coast Railroad Extension Company, recorded January 4, executed by Galen Burdell to the North Pacific Coast Railroad Extension Company, recorded January 4, executed by Galen Book 9 of Deeds at Page 219, Marin County Records, said point being the most Southerly corner of the parcel of land described in the Deed executed by Armando E. Campigli to George T. Dettner, et ux, recorded May 9, 1962 in Book 1568 of Official Records at Page 400, Marin County Records, thence along the Southwesterly line of said Dettner parcel, North 32° 36′ 30″ West (called North 32° 41′ West in Deed) 478.71 feet, thence leaving said Southwesterly line North 33° 38′ 47″ East 848.28 feet to a point in the Westerly line of said parcel conveyed to the North Pacific Coast Railroad Extension Company, thence westerly line South 1° 37′ East (called North 1° 05′ West R/R Deed) 443.00 feet, thence on a curve to, the right, radius of 1017 feet, through a central angle of 40° 27′ 51″ an arc distance of 718.25 feet to the point of beginning.

Parcel Four:

Beginning at a point in the Northerly line of said parcel conveyed to North Pacific Coast Railroad Extension Company, said point being the Northeast corner of the parcel of land, described in the Deed executed by Northwestern Pacific Railroad Company, a corporation to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Page 208, Marin County Records thence along the Northerly 5, 1935 in Book 306 of Official Records at Page 208, Marin County Records thence along the Northerly and Westerly line of said parcel (9 Deeds 219) on a curve to the left, radius of 1017 feet, through a central angle of 61° 11′ 10″ an arc distance of 1086.06 feet, thence North 1° 37′ West (called North 1° 05′ West in Deed) 443.00 feet, thence along the Easterly and Southeasterly line of said parcel, South 1° 37′ East (called North 1° 05′ West in R/R Deed) 443.00 feet, thence an a curve to the right, radius of 1067 Eet, through a central angle of 61° 11′ 10″ an arc distance of 1139.45 feet, to the most Easterly corner of said Genazzi parcel, (Book 306 OR 208) thence along said Easterly line North 30° 25′ 50″ West 50.00 feet to the point of beginning.

Parcel Five:

Beginning at the most Southeasterly corner of the property conveyed by Fred Genazzi, et ux to Harold Weiss, et ux by Deed recorded December 10, 1952 in Book 779 of Official Records at Page 323, Marin County Records, running thence from said point of beginning and along the Easterly line thereof North 21° 31' 40" East 75 feet, thence leaving said line and running South 62° 51' 50" East 20 feet thence South 21° 31' 40" West 70 feet more or less to a point distant South 85° 29' East 20 feet from the point of beginning, running thence North 85° 29' West 20 feet to the point of beginning.

(End of Legal Description)

File No.: 01180-253247 Prelim Report SCE

Coast Guard Housing, Point Reyes Station Statement of Qualifications

Submitted by Community Land Trust Association of West Marin (CLAM) Eden Housing

January 21, 2020



Residents of CLAM and Eden properties and local CLAM supporters.





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Attachments

Attachment A: Development Team Bios Attachment B: Development Examples

Attachment C: Portfolios and Pipeline

Attachment D: Siegel & Strain Architects Qualifications

Attachment E: References

Attachment F: Eden Housing Management Inc. Qualifications

Attachment G: Signature Authority Resolutions

Attachment H: Certificates of Status

Attachment I: Affirmative Marketing Contact Sheet

Attachment J (deleted)

Attachment K: Eden Housing Long Term Debt

Attachment L: Eden Financial Audits & Statements

Attachment M: CLAM Financial Audits & Statements

Attachment N: Endorsements

1. Cover Letter

Leelee Thomas Marin County Community Development Agency 3501 Civic Center Drive, Rm. 308 San Rafael, CA 94903

Dear Ms. Thomas:

On behalf of Community Land Trust Association of West Marin (CLAM) and Eden Housing, Inc. (Eden), we are pleased to submit our qualifications and proposal for the creation of a new affordable housing neighborhood at the former Coast Guard housing site in Point Reyes Station.

CLAM and Eden bring a wealth of local knowledge and experience, including CLAM's strong West Marin backing and local resources, and Eden's financial capacity and technical expertise of more than 51 years in operation, 9,000 apartments under management, and strong balance sheet. Highlights of our project concept and business proposal include the following:

- Rehabilitation of 36 existing townhomes as a base housing scenario;
- Development of 14 one-bedroom units in Building 50 as an enhanced housing scenario;
- Site improvements including sanitary and infrastructure work, playgrounds, and neighborhood amenities;
- Capacity to plan and deliver a robust community process around future features and uses that integrate with downtown Point Reyes Station and bring new life to the site.

This proposal represents a joint venture between our two California nonprofit public benefit 501(c)(3) development corporations. Collectively, we are the "Housing Sponsor" and are both able to negotiate and sign on behalf of our companies. The development team agrees to the conditions of the County's Request for Qualifications requirements as described in its solicitation.

Sincerely,

Andre Madeira

Senior Vice President

Eden Housing, Inc.

amadeira@edenhousing.org

Primary Contacts:

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510-247-8118

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Kim Thompson

Executive Director

Community Land Trust Association of West

Marin

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Stacey Laumann

PO Box 273

Point Reyes Station, CA, 94956

stacey@clam-ptreyes.org

415-663-1005

Federal ID: 94-3381744

State ID: G823791

2. Project Vision Overview

If you talk to people who lived in Point Reyes Station during the time the Coast Guard housing site was fully occupied by Coast Guard families, you're likely to hear stories about how the neighborhood was famous as a trick-or-treating destination, that it was a great place to live, and that kids walked across the fields to their classes at West Marin School.

CLAM and Eden envision the Point Reyes Coast Guard housing site as a reinvigorated multi-generational neighborhood that is integral to the life and energy of Point Reyes Station. We present here a holistic site plan that will tie together the priorities of environmentally friendly housing, sustainable landscape design, community infrastructure and social spaces, water resources, and walk and bike access that can physically integrate the property into the town's social fabric and enhance the existing rural infrastructure. Our concept is intended to invite families to grow roots and foster local connections within the neighborhood and between the neighborhood and the larger community, enlivened by the local energy, nature, and culture.

In the following pages, we present for consideration a two-phased approach that prioritizes housing families quickly. The first phase will emphasize the immediate and high-quality delivery of existing housing by the CLAM and Eden partnership. The second phase will focus on potential additional community infrastructure and amenities to be pursued by CLAM in collaboration with the County and community. CLAM and Eden look forward to collaborating with the County and community to create a shared vision and path for these enhancements.

We offer our acknowledgements and thanks to the many local voices, community advocacy groups, County and federal staff people who have worked tirelessly to bring this opportunity forward.



CLAM Executive Director Kim Thompson (right) celebrates acquisition of the Coast Guard housing site with Supervisor Rodoni, county and federal staff at a community celebration.

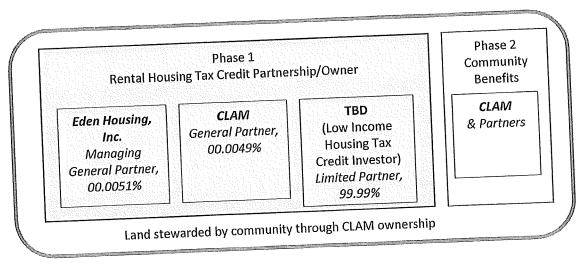
Developer Partnership 3.

The Community Land Trust Association of West Marin (CLAM) and Eden Housing, Inc. (Eden) are working in partnership on this proposal to adaptively reuse and repurpose the Point Reyes Station Coast Guard housing site. Based in Point Reyes Station, CLAM brings an authentic local voice and West Marin resources to the endeavor. Eden contributes extensive experience in affordable housing finance, construction and property management to ensure the project is executed to the highest standards.

Both CLAM and Eden are California nonprofit public benefit 501(c)(3) corporations. Together, this joint venture would develop and operate the rental housing and related amenities as the "housing sponsor" and collaborate on all aspects of the project, including predevelopment, planning, financing, construction and long-term ownership and management.

The entity that will own the rental housing, focused on rehabilitating and delivering the Coast Guard housing, will be a California limited partnership consistent with Low Income Housing Tax Credit finance requirements and constituted as a joint-venture effort as follows:

- 99.99% will be owned by the Low Income Housing Tax Credit investor (Limited Partner), with the equity investment to be competitively bid at a later date
- 0.01% will be shared as follows:
 - .051% Eden Housing Inc., or affiliate. (Managing General Partner)
 - .049% CLAM, or affiliate (Co-General Partner)



Eden frequently partners with local community organizations as co-General Partners (GPs). This kind of joint-venture – particularly with grassroots groups like CLAM – is an important part of Eden's mission because it assures relevant local input to meet the housing needs of the community, coupled with the housing industry capacity that Eden provides.

CLAM and Eden recognize that preparing the existing residential units for occupancy at the earliest possible date is the top priority. Our Partnership will immediately pursue housing through a Phase 1 program, and CLAM will work with the County and community to explore Phase 2 opportunities that may be delivered in tandem or at a later time.

We are well positioned to define the project vision with the community, allowing for a thorough evaluation of community priorities, septic capacity studies, landscape design and protections, the approvals process, and funding options. We are excited to pursue a new precedent in high-sustainability goals that instructs – in development process and outcome – how we can reduce the impacts of climate change, and that serves as a model for other projects across the County and beyond.

A. CLAM Experience

Mission

CLAM's mission is to provide stable and permanently affordable homes in an environmentally responsible way in the communities surrounding Tomales Bay. As a community land trust, CLAM holds land and housing in trust for the community in perpetuity while creating housing that working people can afford.

Overview

The Community Land Trust of West Marin (CLAM) is a membership-based, community-driven organization that creates and preserves permanently affordable housing in the villages surrounding Tomales Bay. CLAM's work creates greater social and racial equity for those living in West Marin. Our three focus areas result in measurable and tangible local impact:

- (1) Housing Preservation, Management and Sustainability
- (2) Leveraging Community Resources through a CLT model
- (3) Housing Policy and Advocacy

Housing Preservation and Sustainability

As Point Reyes's local community land trust, CLAM preserves homes for the West Marin community through acquisition and rehabilitation. CLAM currently owns 18 rental homes and two ownership homes sold on the land trust model. All of these properties are held in trust for lower-income residents in perpetuity. See Attachment B: Development Examples. As a result of a successful partnership with the County of Marin and Marin Housing Authority, CLAM has also created 23 affordable JADU/ADU homes through our Real Community Rentals program, recruiting local property owners to create affordable units monitored by CLAM, and renting them to members of CLAM's waitlist. Across programs, CLAM serves approximately 65 residents, including families of all sizes and ages, seniors, and people with disabilities. We offer

CLAM at the Coast Guard with Jarred Huffman, 2016



CLAM was critical in the efforts to capture the Coast Guard neighborhood for local housing. Seeing that this property presented an unsurpassed, once-in-ageneration opportunity for the community to gain dozens of affordable homes, CLAM worked in 2014 with Congressman Jared Huffman and Marin County Supervisor Steve Kinsey to prevent auction of the property to the highest bidder. Congressman Huffman introduced legislation to direct the US Coast Guard to sell the property to the County.

CLAM collected and sent to our Congressional representatives more than 150 letters that demonstrated extensive community support for the property to be used as affordable homes. CLAM also worked with the Marin County Board of Supervisors to pass a resolution that supported the federal legislation.

In February 2016, the legislation that Congressman Huffman introduced was signed into law.

affordable rents for people with incomes below 80% of the area median income, and comply with all fair housing laws.

West Marin's development environment is one of the most challenging in the country. Potential developers are faced with a combination of high land and building costs, a multi-jurisdiction regulatory environment (County, California Coastal Commission, environmental resource agency jurisdiction), a highly engaged community, and the lack of a common sewer system. CLAM navigates these challenges by focusing on an acquisition/preservation strategy, acquiring existing housing and conducting significant rehabilitation in every project. Intrinsic to CLAM's mission is a commitment to environmental

sustainability, implanted in our rehab work. In 2010, CLAM built California's first "Passive House" – attaining a level of energy efficiency that surpassed LEED standards at the time – while also completing a LEED-certified rehab of a historic home on the same property.

Leveraging Community Resources CLAM is one of more than 250 community land trusts (CLTs) throughout the United States. Like many CLTs, CLAM serves a specific geographic area and leverages community voice and power in housing creation. Each property CLAM acquires is taken off the speculative market and held permanently as a community asset that CLAM stewards over generations. Although CLAM has historically focused on creating affordable housing, the CLT model can also steward any kind of community asset. As a community land trust, CLAM is guided by its local membership, which elects the board of directors. In accordance with CLT principles, CLAM's board is comprised of one-third low-income members, one-third general members of the community, and one-third individuals with specific real estate, financing, and legal expertise needed in our work.

CLAM's membership has doubled in the last two years to 490 members, which equates to about 23 percent of the population of our service area. Member donations provide more than 60% of CLAM's operating funds. In addition, CLAM has several times obtained short-term loans from individual donors in excess of \$100,000 each so that it could move quickly to acquire available properties. Moreover, reflecting community and donor trust in CLAM's vision to acquire the Coast Guard property, CLAM has already raised \$1.1 million in gifts from local supporters as seed money for a capital campaign.

CLAM has strategically worked to elevate the voices of West Marin's Latinx community within the organization, reflecting the large number of multi-generation agricultural workers from Mexico and Guatemala in the area. In 2015-2017, CLAM partnered with the local Latino leadership group Abriendo Caminos to engage the local Latino community in the development of Marin County's affordable housing workplan and policy formation. From that initial outreach CLAM has developed a Latino Advisory Council that has provided outreach and education to the Latinx community to engage their voices and votes in CLAM's work. The Council has also provided effective affirmative marketing outreach to those "least likely to apply" for CLAM rental and ownership homes. Two leaders from CLAM's Latino Advisory Council now serve on the CLAM Board, and five members (one-third) of the Board are people of color.

Since the legislation directing the Coast Guard to sell the property to the County was signed into law (see box), CLAM has held numerous community conversations to capture and communicate the local energy and vision for the next iteration of this property.

Housing Policy and Advocacy

CLAM has consistently provided a voice advocating for more equitable and better-funded affordable housing policies. CLAM provided language for the inclusion of an affordable housing overlay in the current Marin County Local Coastal Plan. In 2017, CLAM strongly supported the creation and successful enactment of a state bill that now reduces the property tax payment required for CLT homeowners, ensuring affordability for low-income homeowners. CLAM members and supporters also strongly advocated for passage of the 2019 Measure W, a local ballot measure that creates a new revenue stream for affordable housing in West Marin by increasing the visitor tax on vacation rentals. CLAM currently participates in the Agricultural Worker Housing initiative, led by County staff, and is actively exploring agricultural worker housing opportunities in our service area.

B. Eden Housing Experience

Mission & History

The mission of Eden Housing is to build and maintain highquality, well-managed, service-enhanced affordable housing communities that meet the needs of lower-income families, seniors, and persons with disabilities.

Eden Housing is one of the oldest and most experienced affordable housing nonprofit organizations in California. Since our inception in 1968, Eden has developed, acquired, or rehabilitated more than 10,000 affordable rental homes and currently provides a place to live to more than 22,000 lower-income residents. Eden works in 15 counties, including Marin and Sonoma, where we own and operate nearly 900 rental homes in 9 properties. As a mission-driven nonprofit, we serve low- and moderate-income families, seniors, and people living with disabilities. Incomes of our residents typically range from 20% to 60% of the area median income.

Development Capacity

Eden has purchased, acquired or assumed ownership of more than 5,000 rental homes across 75 properties. In many cases, we have bought these properties on the market often working to recapitalize, reposition, and substantially renovate these communities after purchase. In addition to this more traditional acquisition work, Eden has been approached several times to partner with owners of single assets, much as in the case of the Coast Guard site. This portfolio-scale work has necessitated that we refine our acquisition systems and procedures to ensure smooth transitions both for the entities that we are working with and for the communities. We have become an industry "go-

Eden Housing's Activist Roots



Eden Housing was founded in May of 1968 by six community activists who were greatly concerned about the lack of nondiscriminatory, affordable housing in Alameda County. These pioneers, working out of makeshift "headquarters" such as local coffee shops, were initiated into affordable housing development by rehabilitating six older homes in Oakland for first-time homebuyer families.

Their next project was a new construction 150-unit development for seniors, Josephine Lum Lodge in Hayward. It is a development we still own today and renovated in 2010, including rehabilitation of the units, updates to the common spaces, and the addition of a new commercial kitchen.

to" in these portfolio transitions - speaking not only to our capacity and skills, but also our success in previous acquisitions.

Eden has a dedicated internal team of 430 employees, including a real estate development team of 2, and a large extended team of consulting professionals focused on completing major renovations. We completed a \$24 million preservation renovation of our very first multi-family housing development, Josephine Lum Lodge, 34 years after its original construction. We have recapitalized and substantially renovated 21 of our developments, representing more than 2,000 apartment homes, within the past five years and currently have another 10 portfolio properties in the immediate pipeline. This level of attention to our portfolio is the fulfillment of Eden Housing's promise to be a good long-term steward of our affordable housing resources and demonstrates our commitment to serving our communities for years to come.

Experience with Comparable Development Sites, Rural Communities, and Target Populations

Eden brings a depth of project experience relevant to the reuse of the Coast Guard site, including agricultural housing and adaptive reuse of former military installations. For example, Alameda Point Senior Apartments is a 60-unit senior building planned as part of the larger Alameda Point redevelopment site which, in partnership with the market-rate developer Alameda Point Partners, will create a new, inclusive, mixed-income community. Especially fitting for this former US Navy base, at Alameda Point Senior Apartments 28 of the apartments will serve homeless military veterans, and the entire building serves households of between 15% and 60% of the area median income. Together with the neighboring 70-unit Alameda Point Family Apartments, Eden is delivering Site A's low-income and very low-income housing requirement, meeting the community's vision for the reuse of this historic military installation.

As part of its partnership with agricultural and rural communities, Eden Housing owns and maintains high-quality affordable housing for the long term. Specifically, Eden Housing has more than 400 rental homes in Gilroy, including 84 rental homes for agricultural workers; 321 rental homes around Watsonville and Salinas, including 97 rental homes for agricultural workers; 201 rental homes in Marina; 44 newly constructed rental homes in Soledad for agricultural workers; 120 units in Hollister, including 16 units for agricultural workers; 64 rental homes constructed and another 41 entitled in Healdsburg; and 80 newly constructed rental homes in Lodi.

Due to its sizeable presence in rural and agricultural communities, Eden's property management and resident services affiliates benefit from valuable experience around resident needs that are specific to those areas, such as seasonal employment, transient labor, non-English-speaking households, large extended family groups, and accessing social support nets at times of high local unemployment. With the mix of financing that has been used to finance its developments, Eden property management has the skills to maintain compliance with the diverse systems in use by the US Department of Agriculture (USDA), such as the MINC system; US Department of Housing and Urban Development and its Management and Occupancy Reviews; tax credit and tax-exempt bond compliance; California Department of Housing and Community Development's reporting and audit systems for the Joe Serna, Jr. Farmworker Housing grant and loan programs and HOME program; and local financing sources, including Community Development Block Grants (CDBG) and Housing Trust funds.

Sustainability Is a Core Part of Our Mission

Eden Housing is deeply committed to green building and has incorporated a culture of conservation and sustainability practices into our design guidelines, everyday operations, and corporate goals.

For more than 40 years, Eden has been on the forefront of "green":

- 1970s: First solar hot water systems installed
- 1980s: Adopted installation of energy-efficient windows
- 1990s: Committed to Transit-Oriented Developments
- 2000s: Adopted GreenPoint Rating and LEED standards for new construction
- 2010s: Launched a portfolio-wide energy & conservation effort, including retrofits and staff & resident conservation education

Designing for sustainability from the start

Our objective is to implement as many green building measures and materials as possible given each site location, construction type, product availability, compatibility with design program, and anticipated cost. To further this objective and commitment, Eden established a Green Steering Committee to evaluate new building techniques and materials that are candidates for our developments, with the objective that the most impactful and cost-effective features will become standard in Eden's developments.

In conjunction with our architects and construction professionals, Eden has regular meetings to review successful green building strategies previously employed by ourselves and others to build upon this collective experience. We also have representatives from our management company participate in order to learn from their experience with green materials and systems we have previously installed. Finally, we recently hired a full-time Associate Director of Building Performance and Sustainability, Tom White, whose number-one focus is to ensure that Eden is building, operating and retrofitting Eden's properties in the greenest, most energy-efficient and sustainable ways possible. Tom helps us continue to prioritize measures according to their benefit to future residents and their advantages with respect to long-term management and maintenance, and ensures that we are up-to-date on the latest best practices in the field.

From these ongoing efforts, we have established a standard set of green strategies for both new construction and rehab developments. This process has allowed us to focus, evaluate, and continually refine our selection of systems and materials so that we choose the features with the biggest impact or "bang for the buck." As a long-term owner, we are committed to selecting green options that will make our buildings as resource efficient as possible, and we will bring this knowledge to bear on the Coast Guard development. We have highlighted projects in Attachment B: Development Examples, such as the replacement agricultural worker housing at Camphora Apartments in Soledad that demonstrate this commitment.

Greening Our Existing Portfolio

Existing residential buildings account for nearly 20% of total energy consumption, and Eden is a national leader for energy and water efficiency-retrofitting of aging affordable housing. We were an early adopter of strategies to retrofit our properties and utilized substantial American Recovery and Rebuilding Act grants to do so.

In 2009, Eden launched a comprehensive utility audit of 100% of our portfolio in order to reduce water and energy consumption and trash disposal. Leveraging more than \$120 million, we retrofitted properties with solar systems and low-flow water fixtures.

During the past three years, Eden has qualified 21 developments for the Pacific Gas & Electric Multifamily Upgrade Program energy-efficiency incentives and installed solar photovoltaic systems intended to offset 100% of the owner-paid utilities.

An Integrated Mission-Based Affordable Housing Nonprofit

Eden not only takes care of building and owning housing, we also focus on our residents. Under the Eden Housing umbrella, Eden Housing Management, Inc. (EHMI) provides quality onsite management and maintenance of our affordable homes, and Eden Housing Resident Services, Inc. (EHRSI) offers free onsite support services and programs to help ensure our residents succeed. EHMI and EHRSI often

receive commendations from our partners who know and see firsthand the work we do – including city staff, neighbors, police departments, and financial investors.

Together, the integrated company brings a combined package of experience and expertise that covers the spectrum of activities involved in developing, owning, managing, and servicing a high-quality housing development. This combined effort assures that the quality design and construction of the project is preserved through careful long-term maintenance of the property and ongoing care and service to residents.

Throughout Eden's 51-year history, we have been actively adapting to and influencing the affordable housing industry in California. We strive to shape housing policy every year and innovate new financing structures with every project to ensure the long-term success of our properties, and in turn, our residents. Eden Housing was the first developer in California to receive tax credits – for our 54-apartment Cypress Glen affordable family housing development – which we successfully re-syndicated and rehabilitated in 2016 as part of a scattered-site execution – and we have been continually successful at acquiring 9% and 4% tax credit allocations for our projects.

Eden's pipeline has grown and we continue to add to California's inventory of affordable housing as housing costs reach a critical point in our history. We are highly experienced in obtaining affordable housing financing through a variety of sources, including Federal, State, local housing authorities, county, and city resources. We recognize that our success rests largely on our partnerships with local governments and community organizations – from early local project approvals to long-term resident services – and seek to continually strengthen these relationships.

Eden Housing's main office is located in Hayward, CA. Eden is consistently named one of the Top 50 affordable housing companies in the nation by Affordable Housing Finance Magazine, the leading national publication that ranks and reviews affordable housing.

Information on a selection of comparable rehab developments is provided as **Attachment B**: **Development Examples** and references for each project are provided. Additionally, a full list of our portfolio and current pipeline is included as **Attachment C**: **Eden's Portfolio and Pipeline**.

C. Key Personnel

Key members of Eden's development team are listed below with a short summary of each person's specific role. Detailed bios of each team member are provided in Attachment A: Team Resumes.

Eden Housing Team Members

Linda Mandolini, President

Project Role: Ms. Mandolini oversees affordable housing production, property management, and resident services components of the entire Eden organization. The combined annual operating budget for the three companies is more than \$50 million, with a staff of more than 400 employees. Ms. Mandolini will play an active role in all high-level business decisions.

Andy Madeira, Senior Vice President, Real Estate Development

Project Role: Mr. Madeira will supervise development staff through all phases of the development from inception through permanent conversion, and will be involved in all high-level business decisions.

Kevin Leichner, Vice President of Real Estate Development

Project Role: Mr. Leichner oversees Eden's portfolio recapitalization and substantial renovation activities. He brings experience with adaptive reuse of former military sites and a track record of incorporating sustainability features into substantial renovation and adaptive reuse projects. He will assist with supervision of development staff, will actively participate in early development activities, and will provide guidance and expertise throughout the development process.

Andrea Osgood, Vice President of Real Estate Development

Project Role: Ms. Osgood oversees Eden's acquisition and new construction activities. She will actively participate in early development activities – particularly in the community outreach and entitlement phase – and will provide guidance and expertise throughout the development process.

Tom White, Associate Director of Building Performance and Sustainability

Project Role: Mr. White will provide insight regarding sustainability features during design, and ongoing support and assistance to meet operation sustainability goals. In his role, he is in frequent consultation with the California Building Standards Commission, California Public Utilities Commission, and Pacific Gas and Electric in regard to standard-setting and implementation of sustainability goals for affordable multifamily residential developments.

CLAM Team Members

Kim Thompson, Executive Director

Project Role: Ms. Thompson oversees CLAM operations, strategic direction, and organizational partnerships. She will provide key leadership on the community outreach efforts and represent CLAM throughout design, construction, and operations of the development. She is a long-time West Marin resident and has built professional relationships in the community for the last eight years.

Stacey Laumann, Project Manager

Project Role: Ms. Laumann brings planning and development experience with Marin County Community Development Agency. She will work closely with County and regulatory agency staff throughout predevelopment, actively managing the day-to-day facets of the project in tandem with Eden's project manager.

Ruth Lopez, Program Manager

Project Role: Ms. Lopez will work closely with the team on community engagement through the vision and lease-up period. Once the project is occupied, she will lead CLAM's resident engagement activities.

Stephanie Roth, Development Director

Project Role: Ms. Roth will lead CLAM's fundraising efforts and participate in community engagement activities, with a specific focus on the Capital Campaign to support community uses on the project.

Team Representatives

During the predevelopment negotiating period, the primary contacts will be Kevin Leichner (Eden), Kim Thompson and Stacey Laumann (CLAM). These individuals will be the primary contacts, with the authority to represent the development entity. Note that the authorized signers for negotiated documents, who will have the authority to make legally binding commitments upon approval from their respective Boards of Directors, will be Kim Thompson and Corey Ohama for CLAM and Andre Madeira for Eden Housing.

Consulting Team Members

The following section summarizes other key team members and their experience.

Architect: Siegel & Strain Architects design places that engage and inspire people. They have worked with extraordinary clients over the last 30 years on a wide variety of projects, master planning large sites and designing new buildings and rehabilitation, adaptive reuse, and historic preservation projects. Many of these projects have been recognized with awards for design excellence, innovation in sustainable design, historic preservation, and research that sets new standards architecture. See Attachment D: Siegel & Strain

Siegel & Strain were selected by CLAM and Eden because of their leadership in the areas of community and sustainable design. They design resilient and net-zero-energy projects that are nontoxic, minimize embodied carbon, capture and reuse water, restore habitat, and mitigate the impacts of climate change. Siegel & Strain are actively engaged in sustainable design advocacy, research, and education, serving on boards, advisory panels and advocacy groups, and sharing knowledge and experience with students and colleagues. Please see Attachment B for Siegel & Strain's qualifications and samples of their work.

Property Management: Eden Housing Management, Inc. (EMHI) is a nonprofit Eden affiliate that has provided professional, quality management for Eden's properties since its establishment in 1984. EHMI currently manages nearly 9,000 rental homes in 136 properties. Through careful attention to concerns as they arise, strong communication, and consistently sound managerial

practices, EHMI far exceeds management industry standards and maintains a portfolio-wide vacancy rate of 1 percent. Recognizing that CLAM is the long-term local partner in the development and has strong local ties, Eden will work with CLAM on a joint hiring process for on-site property management staff, identifying local candidates with comparative experience as possible. Please see Attachment C for more information and qualifications of EHMI.

Tax and Financial Consultant: The Partnership will engage the California Housing Partnership (CHPC), as a financial consultant. Created by the Legislature in 1988 as a private nonprofit organization with a public mission, the California Housing Partnership plays a unique role in California's struggle to provide housing that is sustainable and affordable to working families, homeless, veterans, seniors and the disabled. The Partnership is a "do-and-think-tank" that uses the experience gained from helping hundreds of nonprofit and local government partners leverage \$18 billion to create 70,000 affordable homes over the past 30 years. They have assisted Eden with numerous rehab and resyndication tax credit projects, including HUD-financed and public-private partnerships with housing authorities. They are one of the leading financial consultants in the nation specializing in the financing of affordable housing using a combination of public and private resources.

Legal Services: Gubb & Barshay LLP will provide legal guidance to the development. Gubb & Barshay has extensive experience with all types of affordable housing programs, including tax-exempt bonds, HUD programs, elderly and special needs housing, and state and local programs. The firm also has substantial experience with the federal and state housing tax credit programs, and has been involved in the structuring and closing of more than 150 low-income housing tax credit syndications in California and other states.

Construction Consultant: Mr. Pete Mugnani of P.L. Mak, Inc. will provide construction management services. Pete has over 25 years of hands-on construction experience. He has provided construction consulting services and site construction management as the owner's representative for Eden's development portfolio since 1999 and has handled more than 20 Eden projects.

Mr. Mugnani works throughout the feasibility and design process to assure that the project construction methods and budgeting are realistic and meet Eden's design standards. He works along with the architect, Eden staff and the general contractor to assure a cost-controlled approach to the development. As projects move from the feasibility and design stages toward construction, he monitors field operations and construction progress and coordinates the owner's responses to construction issues that arise.

Pete not only understands how to push contractors and critically evaluate construction costs, he also truly understands Eden's mission and commitment to own our properties for the long term. Therefore, he helps make decisions during design and construction that will be the best for the property over the long haul – not just to balance the budget today. As with many previous projects, Pete will be invaluable in helping find the balance between cost savings and overall quality for this project.

Engineering, Design and Construction: The selection of engineering, septic and other design consultants will take place after the project is awarded. We currently are considering the following specialists:

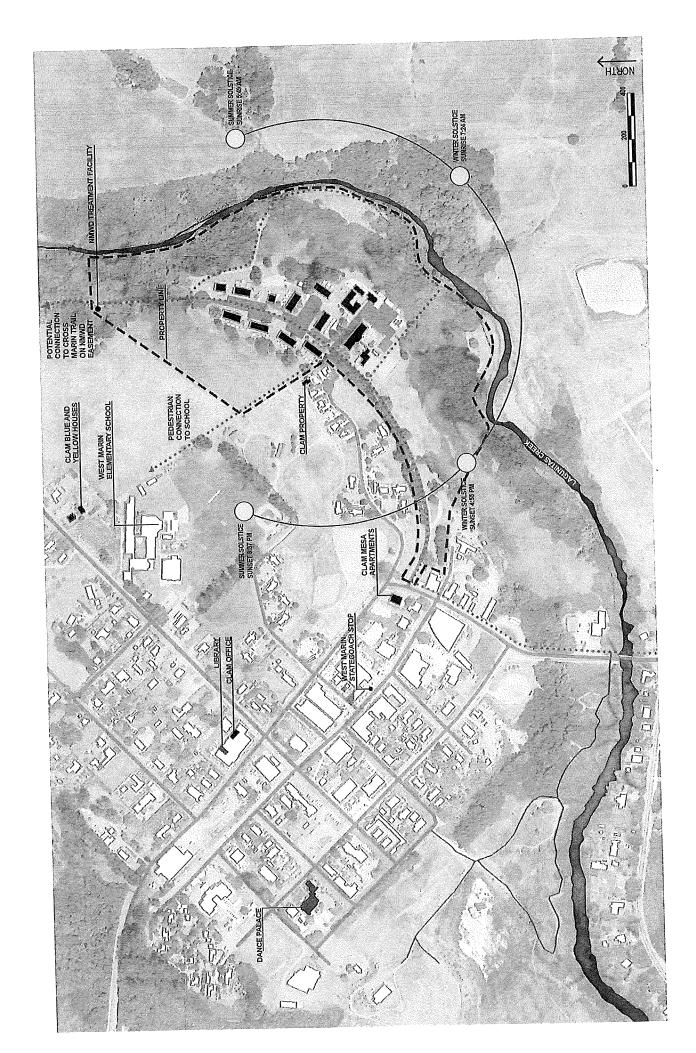
Waterproofing and forensic building evaluation - RDH Building Sciences. Colin Shane has a broad knowledge of building construction and applies building science principles to analyze and design durable, energy-efficient building enclosures.

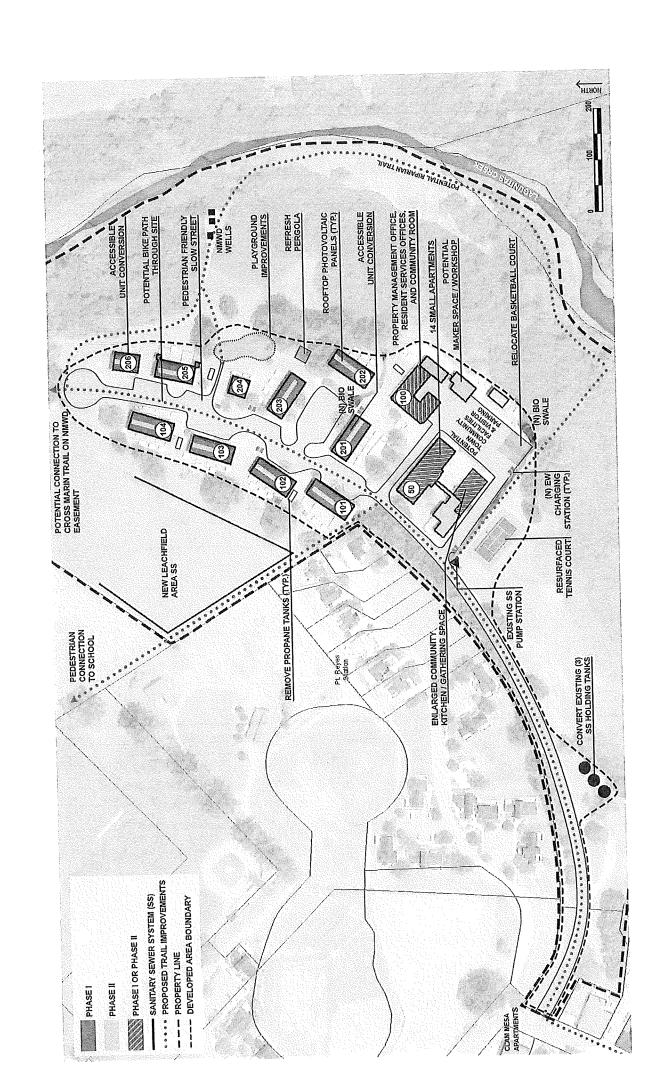
Structural engineering – Tipping Structural. Mike Korolyk provides a rare understanding of performance-based seismic design, analysis, and computer programming, and has worked on several of Tipping's award-winning projects: the San Francisco Public Utilities Headquarters, the Rene Cazenave Apartments, the Carquinez Senior Apartments, and 680 Folsom Street. Sanitary Sewer: Questa Engineering Corporation. Questa has significant experience on this site, both through the early feasibility work commissioned by Marin County and the system design and maintenance of the multi-family system on the adjacent property. Questa is trusted for its competence and environmental protection focus, which is critical for this project's adjacency to the Lagunitas Creek as well as North Marin Water District's well and treatment facilities that serve the immediate geographic area. We will confer with Questa after project award.

CLAM and Eden also intend to engage relevant local collaborators, drawing on the wealth of professional sustainability, architecture, and landscape architecture capabilities that exist in the West Marin community. For example, Jim Campe, local architect and respected early leader in sustainable design in the state of California, designed CLAM's Passive House. Jim will collaborate with Siegel & Strain, who hold a mutual commitment to efficient building design and carbon reduction.

The selection of a **Construction Contractor** will be competitively bid out closer to the start of construction. This process will help ensure the best pricing and terms. We will also bring our experience in contractor compliance related to State Prevailing Wages and/or Federal Davis Bacon Prevailing Wages in alignment with applicable funding requirements.

Financing Partners: The selection of finance partners will also be competitively bid out closer to the start of construction. Lenders and investors that Eden has used in the past, and who may be appropriate for this project, include Bank of America, Wells Fargo Bank, JP Morgan Chase, Union Bank, US Bank, Silicon Valley Bank, and Citibank.





Project Concept & Proposed Scope of Work 4.

Concept

CLAM and Eden envision the Point Reyes Coast Guard housing site as a reinvigorated multi-generational neighborhood that is integral to the life and energy of Point Reyes Station. The physical place will be defined by a substantial, high-quality rehabilitation of 36 townhomes and adaptive reuse of Building 50, along with robust community spaces and play places. Our concept is intended to invite families to grow roots and foster local connections within and between community, enlivened by the local energy, nature, and culture.

We propose a two-phased approach to revitalize the property that prioritizes housing families quickly. The first phase will emphasize the expeditious delivery of existing housing by the CLAM and Eden partnership. The second phase will focus on the integration of community infrastructure and amenities in collaboration with community partners. CLAM and Eden look forward to working with the County and the community in creating a shared vision and path for these enhancements.

Scope of Work

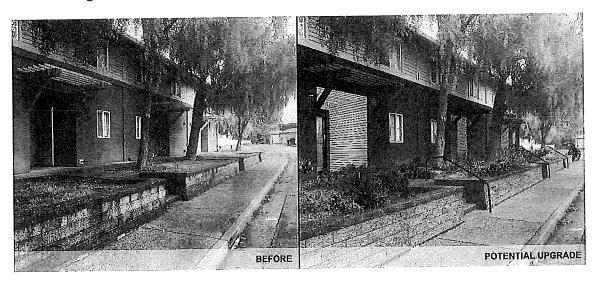
A. Phase 1

Phase 1 will focus on high-quality renovation of the existing housing, emphasizing energy efficiency in building systems and a strong property management program to implement lease-up quickly. As requested, the project team is providing a base scenario that contemplates rehabilitation of 36 townhomes. We also simultaneously present for consideration an Enhanced Scenario for 50 rental homes. The Enhanced Scenario expands Phase 1 to offer rehabilitation of 36 townhomes plus the immediate adaptive re-use of Building 50 as 14 elevator-serviced one-bedroom rental apartments for seniors or small households. With 50 rental homes, the project can accommodate both large and small households and a broader multi-generational segment of the population. This approach, when combined in Phase 1, also leverages a lower per-unit operating cost to support a larger mortgage and stronger tax credit pricing, which will reduce the per-unit gap financing from the County. The Questa sanitary sewer assessment found capacity to accommodate this load level, and we would need to fully build out the site infrastructure and sanitation system in Phase 1, even if we did not pursue the additional housing. We therefore urge the County to consider our Enhanced Scenario. To reflect and compare the two proposed approaches, we are referring to the Base and Enhanced Scenarios throughout the proposal.

Highlights of Phase 1 include the following, financed with 4% Low Income Housing Tax Credits and additional sources:

- Base Scenario: 36 substantially remodeled rental townhomes
- Enhanced Scenario: 14 one-bedroom apartments + common spaces, and the addition of an elevator, through substantial renovation of Building 50 (9,652 square ft)
- Wastewater treatment facility
- Upgraded roadways, pedestrian pathways & sidewalks
- Community room
- Updated playground, pergolas, BBQ area, outdoor common spaces
- Reconfigured and repaved parking for residential uses and guest parking
- Administrative offices for CLAM/Eden
- Potential carve-out of one or two buildings for homeownership/limited equity co-op

Zero Net Energy development with onsite stormwater capture and sustainability features throughout the site



Rental Home Mix and Affordability

The project team proposes townhome affordability levels between 30 and 80 percent of market rent (also known as Area Median Income, or AMI), with an equal distribution of rent levels among the townhomes. We envision that the family townhomes would include preferences for approximately 20 agricultural worker households and up to 8 homeless rapid rehousing households. If we are able to proceed with Building 50, we anticipate that the small apartments in Building 50 would have affordability levels between 30 and 50 percent of market rent and include preferences for agricultural worker households and homeless rapid rehousing households.

Base housing scenarios				
36 family townhomes				
Unit size	Count	AMI	Net rent	
2 BR	1	30%	\$1,019	
3 BR	6	30%	\$1,171	
4 BR	2	30%	\$1,297	
2 BR	1	50%	\$1,744	
3 BR	6	50%	\$2,009	
4 BR	1	50%	\$2,232	
2 BR	1	60%	\$2,107	
3 BR	6	60%	\$2,428	
4 BR	2	60%	\$2,700	
2 BR	1	80%	\$2,833	
3 BR	6	80%	\$3,267	
4 BR	2	80%	\$3,635	
2 BR	1	MANAGER		

Enhanced housing scenarios

36 family townhomes + 14 small apartments			
Unit size	Count	AMI	Net rent
2 BR	1	30%	\$1,019
3 BR	6	30%	\$1,171
4 BR	2	30%	\$1,297
2 BR	1	50%	\$1,744
3 BR	6	50%	\$2,009
4 BR	1	50%	\$2,232
2 BR	1	60%	\$2,107
3 BR	6	60%	\$2,428
4 BR	2	60%	\$2,700
2 BR	1	80%	\$2,833
3 BR	6	80%	\$3,267
4 BR	2	80%	\$3,635
2 BR	1	MANAGER	
1 BR	4	30%	\$856
1 BR	10	50%	\$1,460

Following project award, the CLAM/Eden team will lead coordination between our project design team and County staff to evaluate the most expeditious path toward housing occupancy, including the viability of some alternatives within the footprint of the existing built environment, refine the short- and long-term project scope, and secure planning entitlements.

Phase 1 financial assumptions: The CLAM/Eden Partnership will finance the rental housing project with 4% tax low income housing tax credits and compatible sources. The building value will be captured in the tax credit basis, generating significant tax credit equity for the project. For reference, two of the Eden recapitalization examples included in this RFP response were almost entirely self-financed in this way. Please see Section 6 for a detailed description of the permanent financing sources and full development budget.

As noted previously, the CLAM/Eden partnership is committed to a first phase that quickly delivers the 36 family townhomes that the County has prioritized. At the same time, we urge consideration for a larger development. We are including in the following Sources and Uses charts the Enhanced Scenario (50 rental homes) to demonstrate that the financing plan for the additional apartments is advantageous in that it makes more efficient use of local public sources and is likely to generate additional proceeds that could be invested in community benefits.

Base Housing Option: 36 Townhome Post-Construction Sources and Uses

Sources		
Mortgage	8,654,789	
Tax Credit Equity	7,579,827	
County Land Loan	4,300,000	
County Loan – New Funds	1,000,000	
Measure W Funds	404,265	
Marin Comm Foundation	3,000,000	
Seller Takeback	5,700,000	
Income from Operations	93,289	
Deferred Developer Fee	1,080,386	
GP Capital	34,360	
TOTAL	\$ 31,846,916	

4,300,000
40,125
10,896,308
4,185,132
1,869,121
245,608
1,000,000
5,700,000
3,614,747
\$ 31,846,916

Enhanced Housing Option: 50 Rental Homes Post-Construction Sources and Uses

Sources		
Mortgage	10,694,024	
Tax Credit Equity	10,418,127	
County Land Loan	4,300,000	
County Loan - New Funds	1,000,000	
Measure W Funds	404,265	
Marin Comm Foundation	3,000,000	
Seller Takeback	9,450,000	
Income from Operations	117,642	
Deferred Developer Fee	1,386,417	
GP Capital	890,371	
TOTAL	\$ 41,660,847	

Uses	
County Land Loan	4,300,000
Acquisition Costs	40,125
Construction Costs	13,893,678
Indirect Costs	5,437,713
Finance & Transaction	2,287,462
Capitalized Reserves	305,928
Community Benefits	1,169,153
Seller Takeback	9,450,000
Gross Dev Fee in Basis	4,776,788
TOTAL	\$ 41,660,847

Land ownership and control structures: We propose that the County donate the property to CLAM in exchange for a performance deed of trust and regulatory agreement for \$4.3 million and prorated residual receipts payments, with the property to be held in trust for the community's long-term benefit and stewardship. CLAM would then ground lease the rental housing portion of the site to the CLAM/Eden partnership for at least 75 years for a nominal rate, allowing the value of the buildings to be captured in the project's low-income housing tax credit basis. The timing of the site transfer should coincide with construction finance closing.

As a local land trust, CLAM is deeply committed to West Marin's community sustainability. It works in partnership with West Marin's network of community development and support service organizations, and can best facilitate coordinated community benefits across the property. As an affordable housing provider committed to the long-term management of its current portfolio, it is best positioned to facilitate future smaller-scale housing and community opportunities on the property.

Wastewater System: The County of Marin commissioned a Wastewater Feasibility Evaluation of the Coast Guard site from Questa Engineering in 2016. The findings show that the property offers good suitability and several potential options for onsite wastewater to accommodate up to 18,000 gallons per day. Alternatives 2B and 3 presented in the evaluation appear to offer the configurations to accommodate at least 50 units of housing and community uses on the site. In collaboration with Marin County, the Regional Water Quality Control Board, MCSTOPP and NMWD, we will pursue a system design that will protect public health, the water quality of Lagunitas Creek, and groundwater sources to the highest feasible extent. Funding for system design may be available from the State of California Water Quality Control Board's Clean Water State Revolving Fund (CWSRF) Program.

Management: Eden will provide rental housing-related property management, asset management, compliance, technology and training, and services coordination, paid from the partnership's operating budget. CLAM will provide resident services coordination and community relations and manage the overall site. See a discussion of services in Section 11.C.

B. Phase 2

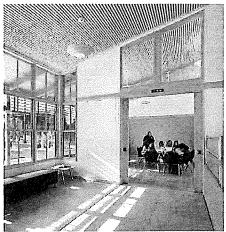
Community Vision Priorities: Strengthening the Local Social Fabric

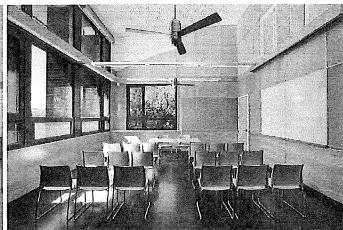
The Partnership's larger vision for the former Coast Guard neighborhood is of a place that expands and builds on all that makes Point Reyes and West Marin attractive—bringing together the various and diverse communities, organizations and local businesses into a new "hub" of activity, melding the neighborhood with the greater town.

We see a huge opportunity in areas within the development envelope of the former Coast Guard facility not used for housing to be repurposed for community uses during Phase 2, and will hold community conversations about these ideas as outlined in the community engagement plan presented in Section 10. Several of the opportunities are discussed here.

<u>Community Spaces</u> are needed to support and extend the services of local entities such as the Dance Palace Community Center, West Marin Community Services and West Marin Commons. Meeting space, offices for nonprofits, collaborative workshops, commercial kitchen and sports courts could serve the broader community as well as the rental housing project. Pursuing these synergies early may be essential to their success, as new construction outside of this project context may be cost prohibitive.

Funding to develop and manage these elements may come from local donations and grants raised during CLAM's capital campaign, and collaborative community resources. To capitalize on planning and construction cost efficiencies, the Partnership may be able to undertake construction of some community amenities. This approach would mutually benefit the property residents and community at large, achieving greater town integration for the site. CLAM proposes to be property owner and lessor of the community spaces, providing ongoing stewardship of the assets.





<u>Recreation</u>

Aside from the walking trails created in the Giacomini Marsh, Point Reyes Station has limited recreation and organized sports facilities. In addition to the proposed playground renovation, the existing tennis and basketball courts could be renovated through private funds and available to the entire community.

Ownership Housing

West Marin is underserved across the County for affordable homeownership options, and the community has voiced a strong desire for limited equity and shared equity ownership housing. Both of CLAM's existing affordable homeownership projects garnered strong community interest and financial support. CLAM is uniquely poised to bring more affordable home ownership to West Marin: the community land trust ground lease mechanism ensures affordability in perpetuity. The Coast Guard site offers a rare opportunity to build this local asset because the land and infrastructure cost could be borne by the rest of the project. More detail on this approach could be presented upon request.

Coordinated Disaster Response

The Point Reyes Disaster Council is actively working to streamline disaster response, as recent fires and power outages have demonstrated the need for more effective organization across local entities. CLAM could work closely with the Point Reyes Disaster Council to ensure services, space and plans at the property in the event of a disaster or need for emergency relief.

Food Systems

CLAM will explore a potential partnership with the West Marin Community Services, Marin Food Bank, and West Marin School for use of the property's commercial kitchen and storage area to support

distribution of food to low-income households across West Marin. The Food Bank's current services, as well as the school's hot lunch capabilities, are limited by lack of space. Additional office space for these entities could also be added to Building 100.

Small farming, food stands, and a food co-op have all been initiated in the Point Reyes area, but they have been insecure or had to close because of lack of stable, affordable rental space. CLAM will explore supporting local sustainable small-scale farmers and agricultural producers, as well as access to the commercial kitchen for creation of regional agricultural products.

Integrating Town Water Resources, Outdoor Trails and Riparian Education

North Marin Water District desires to expand its facility access easements in Point Reyes. CLAM has met with NMWD staff and welcomes collaborative site planning discussions with NMWD and the County to support the water district's operations and water quality. This focus will also relate to the public's access to the natural elements of the property.

CLAM will also explore partnerships with groups such as the Environmental Action Committee, Tomales Bay Watershed Council, and SPAWN that could result in reestablishing the riparian trail along the portion of Lagunitas Creek at the edge of the property and provision of riparian education about the local ecology and creek flows into Tomales Bay, including work and education to support growth of the native salmon run.

An extension of the Cross Marin Trail, potentially relating to NMWD's current easement between Lucas Valley Road and Commodore Way, could improve roadway safety on the Point Reyes-Petaluma Road by moving bike traffic off that road, providing another route into the town core.

5. Entitlement Process & Development Timeline

Entitlements Process

The Partnership looks forward to collaborating with Marin County on the entitlements for this project. The activities and uses presented in our proposal are consistent with existing uses on the property. Therefore, we anticipate the County to pursue an entitlement pathway that allows for a continuation of housing, community facilities and recreation. The County has expressed its intent to lead entitlements, including any zoning changes required for conformance with the General Plan, Development Code, Local Coastal Plan and Point Reyes Station Village Community Plan.

Under amendments to the Marin LCP adopted by the California Coastal Commission in February 2019, though not yet reflected in the County's online zoning information, affordable housing would be allowed within the C-OA Open Space district with approval of a Use Permit. Density limits, minimum lot size, setbacks and other development standards would be allowed as determined through the Coastal Permit process. Because the bulk of the property is designated as C-OA Open Space, we anticipate that the Use Permit/Coastal Permit process will be used to develop the housing project and support uses, allowing development standards to be tailored to the property.

The Point Reyes Station Village Community Plan (2001) includes objectives (RL-2.0) and policy statements (RL-2.1) that encourage "opportunities for affordable housing (to rent or own) within the Planning Area in order to diminish the degree of in commuting and to maximize community diversity." At the time the plan was written, the Coast Guard property zoning and potential uses only contemplated

federal use. Therefore, consistency with limiting factors in the plan should be viewed in the context of the property sale and termination of federal use.

The County of Marin commissioned a Wastewater Feasibility Evaluation of the Coast Guard site from Questa Engineering in 2016. The findings show that the property offers good suitability and several potential options for onsite wastewater to accommodate up to 18,000 gallons per day. Alternatives 2B and 3 of their report appear to offer the configurations to accommodate at least 50 units of housing and community uses on the site. In collaboration with Marin County, the Regional Water Quality Control Board, MCSTOPP and NMWD, we will pursue a system design that will protect public health, the water quality of Lagunitas Creek, and groundwater sources to the highest feasible extent.

Timeline

The project is currently conceived in two phases: Phase 1, housing and Phase 2, community benefits. These phases will be run somewhat independently in terms of financing and entitlements, but will need concurrent processes and scheduling and will ultimately match up during construction, as the shared infrastructure would cross both phases and would need to be built out as one system. It would not be physically feasible to only partially construct roadways; sewer, water, and electrical infrastructure; or have a portion of the site occupied while other buildings are vacant. Moreover, the entire project build-out should be performed by one general contractor.

Therefore, we have presented a consolidated timeline on the following page, as the rental housing rehab project should move forward more quickly, while the community uses phase will need a longer lead time to develop its scope and secure entitlements and funding.

Proposed Development Timeline

Task		Phase 1	Phase 2
#	Milestone	Housing	Comm Benefits
1	CLAM & Eden Awarded ENRA	March 2020	March 2020
2	Begin Site Assessment & Due Diligence	April 2020	April 2020
	Begin to Apply for Gap Financing & Vouchers as		
3	Available	April 2020	April 2020
4	Start to Negotiate DDLA	April 2020	April 2020
5	Begin Community Outreach	May 2020	May 2020
6	Begin Site Design Studies	May 2020	May 2020
7	Execute DDLA	September 2020	September 2020
8	Begin LCP Amendment	September 2020	January 2021
9	Begin Coastal Development Permit Process	September 2020	January 2021
10	Planning Entitlements Submittal & Begin CEQA Process	October 2020	February 2021
11	Coastal Development Permit Submittal	October 2020	February 2021
13			August 2021
14	Obtain County Entitlements & LCP Amendment	May 2021	October 2021
15	Obtain Coastal Development Permit	May 2021	October 2021
16	Building Permit Submittal	September 2021	December 2021
17	All Gap Financing & Vouchers Secured	December 2021	December 2021
18	Submit 4% Tax Credit & Bond Application	January 2022	
19	Obtain 4% Tax Credit Reservation & Bond Allocation	March 2022	
20	Building Permit Ready to Issue	April 2022	April 2022
21	Close Construction Financing	May 2022	May 2022
22	Begin Lease-Up Townhomes	December 2022	
23	Construction Completion Townhomes	February 2023	
24	Complete Lease-Up Townhomes	April 2023	
25	Begin Lease-Up Community Benefits Facilities		May 2023
26	Begin Lease-Up Building 50, If Allowed Ph 1	April 2023	
27	Complete Construction of Building 50, If Allowed Ph 1	May 2023	
28	Complete Lease-Up Building 50, If Allowed Ph 1	July 2023	
29	Complete Site Work & Construction	August 2023	December 2023
30	Complete Lease-Up Community Benefits Facilities		December 2023
31	Convert Housing Construction Loan to Mortgage	December 2023	
32	Submit Housing Tax Credit Placed In Service Package	March 2024	
33	Record Tax Credit Regulatory Agreement and 8609s	December 2024	

EDEN HOUSING, INC. CORPORATE AUTHORIZING RESOLUTION RE: PREDEVELOPMENT FINANCING FOR POINT REYES COAST GUARD PROJECT

At a duly constituted meeting of the Executive Committee of the Board of Directors of Eden Housing, Inc., a California nonprofit public benefit corporation (the "Corporation") held on **August 13, 2021**, the following resolutions were adopted:

WHEREAS, the Corporation has entered into a memorandum of understanding with Community Land Trust of West Marin ("CLAM") in connection with developing property in Point Reyes Station, western Marin County, California (the "Development");

WHEREAS, the Corporation desires to apply for predevelopment funds from Marin County Housing Trust Fund ("MCHTF") in connection with the Development;

WHEREAS, the Executive Committee of the Board of Directors of the Corporation deems it to be in the best interests of the Corporation to apply for predevelopment funds from MCHTF in an amount not to exceed \$500,000 (the "Predevelopment Loan") and to enter into any and all documents in connection therewith, including but not limited to an application and loan documents required by MCHTF if the application is approved;

NOW, THEREFORE, BE IT RESOLVED: That the Corporation shall apply for the Predevelopment Loan and shall enter into any and all documents in connection therewith, including but not limited to an application and loan documents required by MCHTF if the application is approved;

FURTHER RESOLVED: That all actions taken in connection with the Development by any officer of the Corporation to the date of this Resolution is hereby approved and ratified;

FURTHER RESOLVED: That Linda Mandolini, the President & CEO, or Andrea Osgood, Senior Vice President of Real Estate Development, or Kevin Leichner, Vice President of Real Estate Development, or Kasey Archey, Vice President of Property Operations, or Meg-Monique Roe, Chief of Strategy and Capability, or Lisa Rydholm, Senior Vice President of Human Resources and Talent Development, or Tatiana Blank, Chief Financial Officer or any officer of the Corporation, acting alone, shall be authorized and directed to enter into any and all agreements necessary to apply for and to borrow the Predevelopment Loan and shall enter into any and all agreements necessary, including but not limited to an application and loan documents and shall take any and all further actions necessary provided such actions are consistent with the Board action;

FURTHER RESOLVED: That the Secretary or any assistant or any other officer of the Corporation is authorized to execute and certify any form of resolution required by any lender, regulator or other third party involved in the transaction, so long as the President and counsel to the Corporation determine that the substance of such resolutions does not materially conflict with the substance of this Resolution.

CERTIFICATION

Ι,	Cheryl O'Connor	, Secretary of Eden Housing, Inc., a	California nonprofit
public ben		rporation"), do hereby certify and decla	
full, true a	nd correct copy of the res	solution duly passed and adopted by the	Executive Committee of
the Board	of Directors of the Corpo	oration at a meeting of the Executive Co	ommittee of the Board of
Directors of	of the Corporation duly a	nd regularly called, noticed and held or	n August 13, 2021 ; that
said resolu	ations are now in full force	ee and effect; that there is no provision is	in the Articles of
Incorporat	ion or the Bylaws of the	Corporation, limiting the powers of the	Executive Committee of
the Board	of Directors of the Corpo	oration to pass the foregoing resolutions	and that such resolutions
are in conf	formity with the provision	ns of the Articles of Incorporation and t	the Bylaws.
IN	TESTIMONY WHERE	OF, I have hereunto set my hand as of _	August 13 , 2021.
	- -	Cheryl O'Gonnor, Secretary	·

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity OMB Approval No. 2529-0013 (exp.1/31/2021)

1a. Project Name & Address (include	ding City, County, State & Zip Code)	1b. Project Contract Number 1c. No.			
		1d. Census Tract			
		1e. Housing/Expanded Housing	g Market Area		
1f. Managing Agent Name, Address	(including City, County, State & Zip Code)	, Telephone Number & Email Addre	ss		
1g. Application/Owner/Developer N	ame, Address (including City, County, Sta	te & Zip Code), Telephone Number	& Email Address		
1h. Entity Responsible for Marketin	g (check all that apply)				
Owner Agent	Other (specify)				
Position, Name (if known), Address	s (including City, County, State & Zip Code),	Telephone Number & Email Address			
	other correspondence concerning this AFH	MP be sent? Indicate Name, Addres	s (including City,		
State & Zip Code), Telephone Numl	ber & E-Mail Address.				
2a. Affirmative Fair Housing Market	ting Plan				
Plan Type	Date of the First Approved AFH	MP:			
Reason(s) for current update:					
2b. HUD-Approved Occupancy of the	he Project (check all that apply)				
Elderly Family	y Mixed (Elderly/Disabled)	Disabled			
2c. Date of Initial Occupancy	2d. Advertising Start Date				
	Advertising must begin at least 9 construction and substantial reha	0 days prior to initial or renewed occupabilitation projects.	pancy for new		
	Date advertising began or will be	gin			
	For existing projects, select be	elow the reason advertising will be u	sed:		
	To fill existing unit vacancies				
	To place applicants on a waiting	g list (which currently has i	ndividuals)		
	To reopen a closed waiting list	(which currently has indi	viduals)		

b. Ta	rgeted Marketing Activity						
	ed on your completed Worksheet 1, ir sing without special outreach efforts			market area is/are least likely to apply for the			
	White American Indian or Alaska Native Asian Black or African American						
	Native Hawaiian or Other Pacific Is	lander	Hispanic or Latino	Persons with Disabilities			
	Families with Children	Other ethnic gro	up, religion, etc. (specify)				
Res	idency Preference						
	ne owner requesting a residency poor, proceed to Block 4b.	reference? If yes, co	omplete questions 1 through	5.			
(1)	Туре						
(2)	Is the residency preference are The same as the AFHMP housing.		market area as identified in E	Block 1e?			
	The same as the residency prefere	ence area of the loc	al PHA in whose jurisdiction	the project is located?			
(3)	What is the geographic area for	the residency prefe	erence?				
(4)	What is the reason for having a	esidency preferen	ce?				
	How do you plan to periodically eva	aluate your residenc	y preference to ensure that it a)?	is in accordance with the non-discrimination			

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. **Proposed Marketing Activities: Community Contacts**Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. Proposed Marketing Activities: Methods of Advertising Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office

Real Estate Office

Model Unit

Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office

Real Estate Office

Model Unit

Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office

Real Estate Office

Model Unit

Entrance to Project

Other (specify)

The size of the Project Site Sign will be

Χ

The Equal Housing Opportunity logo or slogan or statement will be

Х

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

7a. Marketing Staff
What staff positions are/will be responsible for affirmative marketing?

7b. Staff Training and Assessment: AFHMP

- (1) Has staff been trained on the AFHMP?
- (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
- (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?
- (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
- (5) If yes, how and how often?

7c. Tenant Selection Training/Staff

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?
- (2) What staff positions are/will be responsible for tenant selection?

7d. Staff Instruction/Training:

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

B. Additional Considerations is there anything else you would like to tell us about your AFHMP to help ensure that our program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.				
9. Review and Update				
By signing this form, the applicant/respondent agree in accordance with the instructions to item 9 of this form in o				
Housing Marketing Regulations (see 24 CFR Part 200, S	Subpart M). I hereby certify that all the in	formation stated herein,		
as well as any information provided in the accompanin false claims and statements. Conviction may result in		- · · · · · · · · · · · · · · · · · · ·		
31 U.S.C. 3729, 3802).	criminal and/or civil penalities. (See To	0.3.6. 1001, 1010, 1012,		
Signature of person submitting this Plan & Date of Su	hmission (mm/dd/yyyyy)	_		
orginatore of person submitting this Fran & Date of Ca	isimission (mm/dd/yyyy)			
Name (tors a gradual)				
Name (type or print)				
Title & Name of Company				
	- IIII			
For HUD-Office of Housing Use Only	For HUD-Office of Fair Housing a	nd Equal Opportunity Use Only		
Reviewing Official:				
	Approval	Disapproval		
Signature & Date (mm/dd/yyyy)	Signature & Date (mm/dd/yyyy)	_		
Name	Name			
(type or	(type or			
print)	print)			
Title	Title			
	•			

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:

Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (http://factfinder2.census.gov/main.html) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

Please attach a copy of the advertising or marketing material.

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. Please submit photographs of project site signs.

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7- Marketing Staff and Training.

Block 7a -Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently.

In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least to likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

Form HUD-935.2A (12/2011)

Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities (See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. Please attach maps showing both the housing market area and the expanded housing market area.

Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
	Project's Residents	Project's Residents Project's Applicant Data	Project's Residents Project's Applicant Data Census Tract	Project's Residents Project's Applicant Data Census Tract Housing Market Area

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project 's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.
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Worksheet 4: Proposed Marketing Activities - Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	Targeted Population:	Targeted Population:	Targeted Population:
Newspaper(s)			
Radio Station(s)			
TV Station(s)			
Electronic Media			
Bulletin Boards			
Brochures, Notices, Flyers			
Other (specify)			