RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

DENSITY BONUS AND INCLUSIONARY HOUSING DEVELOPER AGREEMENT
(Alves Lane Apartments)

This Density Bonus and Inclusionary Housing Developer Agreement ("Agreement") is dated _____, 2022, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and ALVES LANE, L.P., a California limited partnership ("Developer").

RECITALS

A. Developer owns that certain real property located in an unincorporated area of Contra Costa County on Alves Lane in Bay Point that comprises approximately 3.862 acres, includes Assessor Parcel Numbers 093-100-059 and 093-100-060 as merged pursuant that Lot Line Adjustment recorded in the Contra Costa County Recorder's Office on December 1, 2022, as Document No. 2022-0179420, and is more particularly described in Exhibit A (the "Property"). Developer desires to construct a residential project on the Property.

B. The residential development contemplated by Developer is the Alves Lane Apartments (the "Development") and has been designated as County File #CDDP20-03011. The Development includes the construction of 100 housing units on the Property, including 18 one-bedroom units, 36 two-bedroom units, 36 three-bedroom units, and 10 four-bedroom units, all located in one building. In addition, the Development will include off-street parking, interior courtyard with family play area, dog park, landscaping, and long- and short-term bicycle spaces.

C. The Development is subject to Chapter 822-4 of the County's Ordinance Code (the "Inclusionary Housing Ordinance") because the Development is a residential development of more than five units. The Development is also subject to Chapter 822-2 of the County's Ordinance Code (the "Density Bonus Ordinance") because the County's General Plan and Zoning Ordinance permit the construction of a maximum of 83 housing units on the Property, and the Developer has requested that the Development be permitted to exceed the maximum allowable density.

D. Pursuant to Government Code section 65915 and the Density Bonus Ordinance, Developer has proposed to construct and rent three (3) Very Low-Income Units and ten (10) Lower-

Income Units in the Development in exchange for a twenty percent (20%) density bonus, parking ratios pursuant to Government Code 65915, and reductions in development standards. The term "Very Low-Income Units" means units that are rented to, and affordable to, Very Low-Income Households. The term "Lower-Income Units" means units that are rented to, and affordable to, Lower-Income Households. The terms "Very Low-Income Households" and "Lower-Income Households" have the meanings ascribed to them in Government Code section 65915. Together, the Very Low-Income Units and the Lower-Income Units are the "Affordable Units."

E. Developer submitted, and the County has approved, the inclusionary housing plan and request for density bonus attached hereto as Exhibit B, (the "Plan"). The locations of the Affordable Units within the Development are modified in accordance with the design revisions approved by County staff on March 31, 2022, referenced in Recital F below. Under the Plan, Developer will construct and rent a total of thirteen (13) Affordable Units in the Development, as described in Section 6 below. The remaining units in the Development may be rented at market-rate and are not subject to the provisions of this Agreement. A concession to allow a building height of 45 feet; waiver of development standards to allow a 6-foot front setback, 7- and 9-foot side yards, construction of a retaining wall with 2-foot front setback and 1-foot side setback, and a 28-foot side yard aggregate; and parking ratios pursuant to Government Code 65915, have been granted to the developer.

F. On January 26, 2022, the County Planning Commission approved the Development with a density bonus of 17 units (the "Density Bonus"), waiver of certain development standards, and parking ratios pursuant to Government Code 65915. On March 31, 2022, the County staff administratively approved design revisions to the Development to modify the overall makeup of the unit types in the Development and the locations of the Affordable Units within the Development; the approved design revisions are consistent with the County Planning Commission approval and do not modify the Affordable Unit count or makeup. A copy of the permit, findings, and conditions of approval approved by the County Planning Commission on January 26, 2022, and the design revisions approved by County staff on March 31, 2022 (collectively, the "Approval"), is attached as Exhibit D. Approval of the Development is subject to the conditions of approval set forth in the Inclusionary Housing and Density Bonus section of the conditions of approval for the Development (County File # CDDP20-03011) (the "Conditions of Approval").

G. Pursuant to the Conditions of Approval, the Approval, the Inclusionary Housing Ordinance, the Density Bonus Ordinance, and Government Code section 65915, Developer is required to ensure that three (3) units in the Development are affordable to and occupied by Very Low-Income Households, and ten (10) units in the Development are affordable to and occupied by Lower-Income Units, for a minimum of 55 years. In addition, Developer is required to cause this Agreement to be signed and recorded against the Property prior to the issuance of a building or grading permit for the Development.

H. The Developer is entering into this Agreement to fulfill the Conditions of Approval and to obtain rights to develop the Development.

I. The County is entering into this Agreement in reliance on the Developer's promise to meet the requirements of the Inclusionary Housing Ordinance, the Density Bonus Ordinance, the Plan, and the Conditions of Approval, by which the stock of affordable housing in the community will be increased during the term of this Agreement.

The parties therefore agree as follows:

AGREEMENT

1. General. This Agreement is subject to the terms set forth below and each of the exhibits to this Agreement, all of which are incorporated herein by reference.

2. Exhibits. The following exhibits are attached to this Agreement:

   Exhibit A – Legal Description of Property
   Exhibit B – Inclusionary Housing Plan/Density Bonus Request
   Exhibit C – Income Certification Form
   Exhibit D – Permit, Findings, and Conditions of Approval for Development

3. Satisfaction of Conditions of Approval. Developer shall execute this Agreement, and shall cause this Agreement to be recorded against the Property, prior to issuance of a building permit for the Development. The Developer shall pay all fees and charges incurred in connection with any such recording. Execution, recordation, performance of and compliance with this Agreement constitutes performance of conditions number 12 through 17 of the Conditions of Approval and is sufficient in that respect to permit the issuance of building or grading permits for the Development, subject to satisfaction of all other applicable conditions and compliance with all provisions of the law. Notwithstanding the foregoing, the Conditions of Approval, including conditions number 12 through 17, are to remain applicable to the Development, survive any transfer of title to the Property (whether voluntary or the result of a trustee's sale, judicial foreclosure, or deed in lieu of foreclosure under or relating to any senior deed of trust or senior lien on the Property) or any assignment of Developer's interest in the Development, and remain in effect throughout the Term (as defined in Section 5 below) notwithstanding the subordination of this Agreement to any senior regulatory agreement recorded against the Property in connection with other financing on the Property; provided, however, that this Agreement may be subject to the terms of a future standstill agreement between the California Housing Finance Agency ("Lender"), Developer, and the County in connection with a loan by Lender to the Developer to finance construction of the Development. Developer acknowledges and agrees that, in addition to the Density Bonus, Developer has received significant incentives pursuant to Government Code section 65915.

4. Obligations Run with the Land. The parties expressly intend the covenants and restrictions set forth in this Agreement to run with the land and to bind all successors in title to the Property, provided, however, that on the expiration of this Agreement, such covenants and restriction will expire.

   Until the expiration of this Agreement, each and every contract, deed, or other instrument hereafter executed covering or conveying the Property, or any portion thereof, is to be held conclusively to have been executed, delivered, and accepted subject to the covenants and restrictions of this Agreement, regardless of whether such covenants and restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

5. Term. The term of this Agreement (the "Term") begins on the date set forth in the introductory paragraph and ends on the date that is fifty-five (55) years after the date that all of the thirteen (13) Affordable Units are occupied by qualified and income-certified households. County agrees to record a document acknowledging the termination of this Agreement following the expiration of the Term, but County's failure to record such document will not negate the automatic expiration and termination of this Agreement at the end of the Term.

6. Rental of Affordable Units. Pursuant to and in consideration of the Density Bonus and the additional incentives set forth in this Agreement, Developer shall cause at least thirteen (13) units in the Development to be rented as Affordable Units, of which Developer shall rent not fewer than three (3) units as Very Low-Income Units and not fewer than ten (10) units as Lower-Income Units. Developer shall cause the Affordable Units to consist of the following number and types of housing units; provided, however, nothing in this Agreement prohibits Developer from renting one or more of the Lower-Income Units as Very Low-Income Units:

Unit Size	*Very Low-Income Units*	*Lower-Income Units*
One-Bedroom	1	2
Two-Bedroom	1	2
Three-Bedroom	1	3
Four-Bedroom	0	3
Total:	3	10

Developer shall construct and lease the Affordable Units concurrently with the construction and leasing of the other housing units in the Development. All Affordable Units shall be made available for occupancy no later than the time at which the first market-rate dwelling unit of the Development is available for occupancy. Developer may not market any Affordable Units until the County Department of Conservation and Development ("DCD"), acting on behalf of the County, has approved a marketing plan for the marketing of the Affordable Units. The Affordable Units may, at Developer's discretion, float within the development and are not specific units within the Development, but Affordable Units must be dispersed throughout the Development, be consistent with the table above with respect to the number and types of housing units, and have access to all on-site amenities that are available to market rate units. All Affordable Units must comply with the Conditions of Approval and County Ordinance Code Section 822-4.412.

7. Income Certification; Records. Developer shall certify the income eligibility of each proposed tenant of an Affordable Unit to ensure the tenant qualifies as a Very Low-Income Household or a Lower-Income Household. The income levels of all applicants for Affordable Units in the Development shall be certified prior to initial occupancy and annually thereafter. Developer shall require tenants and prospective tenants for Affordable Units to submit annually the income certification form attached hereto as Exhibit C with appropriate income documentation. Occupancy and income verification records for each tenant in an Affordable Unit shall be maintained by the Developer for the entire term of affordability.

At DCD's request, Developer shall submit a report and make available for the County's

review and inspection the tenant records for each tenant residing in an Affordable Unit. Developer shall cause the tenant records for Affordable Units to include, the lease, the name, address, number of occupants per unit, number of bedrooms in the unit, monthly rent or cost (including utility allowance), initial address of each tenant, income certifications for each person occupying the unit, and the documents used to certify the tenant's income. Tenants of Affordable Units shall provide consent to the owners to allow these disclosures.

Developer shall submit to the County, in a form reasonably approved by the County, an annual report concerning leasing of the Affordable Units not later than the first day in April of each year during the Term. The annual report will include the tenant records for each tenant residing in an Affordable Unit during the previous year. Developer shall submit with each annual report the applicable compliance review application and fee pursuant to the Land Use Development Fee Schedule adopted by the Board of Supervisors.

8. Rent Levels. Each year, DCD will provide Developer with a schedule of maximum permissible rents for the Affordable Units, using guidance provided by the California Department of Housing and Community Development ("HCD"), and the maximum monthly allowances for utilities and services.

On or about April 1 of each year, when HCD issues to the County the annual update to the income limits, adjusted by household size, DCD shall issue to Developer new gross rent limits for the Affordable Units that include a reasonable utility allowance, and establish the affordable rent (i) for the Very Low-Income Units and (ii) for the Lower-Income Units (together, the "Affordable Rent") for the following calendar year. Such maximum gross rents will be calculated in compliance with California Health and Safety Code section 50053, using the income limits established by applicable law for the various household sizes. Developer may not charge tenants of the Affordable Units more than the Affordable Rent.

9. Increased Income of Tenant of an Affordable Unit.

a. If, upon certification of the income of a tenant of an Affordable Unit in accordance with Section 7 above, Developer determines that the income of a tenant of a Very Low-Income Unit has increased and that it is above the applicable qualifying limit for a Very Low-Income Household, or that the income of a tenant of a Lower-Income Unit has increased and that it is above the applicable qualifying limit for a Lower-Income Household (such occurrence, a "Disqualifying Event"), the tenant may continue to occupy the unit.

b. Upon the occurrence of a Disqualifying Event, Developer shall (i) use commercially reasonable efforts to rent another unit in the Development to the tenant at a rental rate that is not subject to the terms of this Agreement, to the extent permitted by any other regulatory agreements affecting the Development, or (ii) designate the next available unit in the Development that is not subject to the terms of this Agreement as a substitute Affordable Unit so that the Development will be in compliance with the terms of this Agreement. If a substitute Affordable Unit has not been made available for rent by a qualifying tenant as required by this Agreement within 60 days of the Disqualifying Event, subject to and to the extent permitted by applicable law, including, without limitation, Section 42 of the Internal Revenue Code of 1986, as amended from time to time, and to the extent permitted by any

other regulatory agreements affecting the Development, Developer shall not renew the tenant's lease of the Affordable Unit. Developer shall give the tenant at least 60 days' notice of such non-renewal.

10. Assurance of Continued Affordability. The incentive granted to the Developer by the County provides identifiable and actual cost reductions that support the development and leasing of the Affordable Units. In order for the County to meet the requirements of Government Code section 65917 that it ensure the continued affordability of the Affordable Units, during the Term, Developer may not rent any of the Affordable Units at rents that exceed those established pursuant to this Agreement.

11. Damages for Breach. In addition to any other remedy available to the County by law, if the Developer charges rent in excess of that allowed by this Agreement, Developer shall be liable to the County for damages in the amount of the rent charged or collected, whichever is greater, in excess of the maximums allowed herein, with interest compounded at the maximum rate allowed for judgments. For any other breach of this Agreement, after notice and opportunity to cure in the manner provided in Section 15, the County may, in addition to any other remedy authorized by law, elect that Developer, or any of its successors in interest, be liable to County in the amount of $1,000 per day until the breach is cured.

    The parties hereto understand and agree that, notwithstanding any provisions contained in this Agreement, or any other instrument or agreement affecting the Property, the restrictions and covenants hereunder are not intended by the parties hereto to either create a lien upon the Property, or grant any right of foreclosure, under the laws of the jurisdiction where the Development is located, to any party hereto or third party beneficiary hereof upon a default of any provision herein; rather they are intended by the parties hereto to constitute a restrictive covenant that is senior to any instrument or agreement granting a security interest in the Property, and that, notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.

12. Property Maintenance. Throughout the Term, Developer shall keep the exterior of the Development and common amenities in good, marketable condition and ensure that the Affordable Units receive the same maintenance and scheduled upgrades as market-rate units in the Development. Developer shall certify annually in writing to the County that Developer has performed its obligations under this Section 12. Such certification shall be submitted with Developer's annual report under Section 7. County shall be allowed to make reasonable periodic inspections of the Affordable Units during normal business hours and by coordinating and scheduling such inspections in advance with Developer. Permission and consent from tenants of Affordable Units for such inspections shall be sought in accordance with applicable laws and the applicable leases. Developer shall also permit the County to inspect the exterior of the Development during normal business hours and by coordinating and scheduling such inspections in advance with Developer. Developer shall reasonably cooperate with the County during such inspections.

13. Management Responsibilities. Developer is responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification

and recertification of household size and income for the Affordable Units, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development.

14. Management Agent. Developer may self-manage the Development, but if it hires a third-party manager, Developer shall cause the Development to be managed by an experienced management agent with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). If Developer hires a Management Agent, Developer shall provide the County with the name, phone number and email address of the person or people primarily responsible for the operation of the Development.

15. Periodic Performance Review. The County reserves the right to conduct an annual (or more frequent, if deemed necessary by the County) review of the management practices of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Developer shall reasonably cooperate with the County in such reviews.

    If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the County shall provide a written notice to Developer specifying the requirements and standards the County has determined are not being met (the "Performance Notice"). The County's failure to specify a particular requirement or standard of this Agreement in the Performance Notice does not waive Developer's obligation to operate and manage the Development in accordance with this Agreement. Developer shall remedy all items on specified in the Performance Notice as soon as practicable and in any event within thirty days of Developer receiving the Performance Notice; provided, however, if, in the sole and reasonable determination of the Director, any item cannot reasonably be remedied within thirty days, Developer shall have additional time as reasonably necessary to remedy all items specified in the Performance Notice, as long as Developer promptly commences efforts to remedy all items specified in the Performance Notice and diligently and in good faith continues to remedy all items as soon as reasonably possible. If in the Director's reasonable judgment Developer fails to remedy all items specified in the Performance Notice within the thirty-day period (as it may be extended pursuant to the preceding sentence), the County may declare Developer to be in breach of this Agreement and thereafter subject to the per diem fine specified in Section 11.

16. Approval of Rules and Regulations. Developer shall submit its written tenant rules and regulations with respect to the Development to the County for its review and shall amend such rules and regulations in any way necessary to ensure the same comply with the provisions of this Agreement.

17. No Discrimination. Developer shall cause all of the Affordable Units in the Development be available for rent to members of the general public who are income eligible. Developer may not give preference to any particular class or group of persons in renting the Affordable Units,

except to the extent required to cause each Affordable Units to be rented to a tenant meeting the income level required of each Affordable Unit. The Developer may not permit discrimination against or segregation of any person or group of persons on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the rental of any Affordable Unit in the Development. In addition, the Developer may not permit any such practice or practices of discrimination or segregation in connection with the employment of persons in the construction of the Development.

18. Marketing Plan.

a. No later than six (6) months prior to the date construction of the Development is projected to be complete, Developer shall submit to the County for approval its plan for marketing the Affordable Units to income-eligible households as required by this Agreement (the "Marketing Plan").

b. In addition to any other marketing efforts, Affordable Units shall be marketed through local non-profit, social service, faith-based, and other organizations that have potential renters as clients or constituents. The Developer shall translate marketing materials into Spanish and Chinese. A copy of the translated marketing materials shall be submitted to DCD at least three (3) months prior to the date completion of the Development is projected to be complete.

   Marketing may also include publicity through local television and radio stations as well as local newspapers including the East Bay Times, Classified Flea Market, El Mensajero Newspaper, Thoi Bao Magazine, Berkeley/Richmond/San Francisco Posts (aka Post News Group), Korea Times, El Mundo, Hankook Ilbo, and the Sing Tao Daily.

c. Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within thirty (30) days after receipt. If the Marketing Plan is not approved, the County will give Developer specific reasons for such disapproval and Developer shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Developer shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. No certificate of occupancy will be issued by the County for the Development until the Marketing Plan is approved by the County.

19. Tenant Selection Plan.

a. No later than six (6) months prior to the date construction of the Development is projected to be complete, Developer shall submit to the County, for its review and approval, Developer's written tenant selection plan for the Affordable Units (the "Tenant Selection Plan").

b. Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within thirty (30) days after receipt. If the Tenant Selection Plan is not approved, the County will give Developer specific reasons for

such disapproval and Developer shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Developer shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. No certificate of occupancy will be issued by the County for the Development until the Tenant Selection Plan is approved by the County.

20. Lease Provisions.

a. No later than four (4) months prior to the date construction of the Development is projected to be complete, Developer shall submit to the County for approval Developer's proposed form of lease agreement to be used when leasing Affordable Units for the County's review and approval. When leasing Affordable Units within the Development, Developer shall use the form of Affordable Unit lease approved by the County. The form of Affordable Unit lease must comply with all requirements of this Agreement and must, among other matters:

   i. Provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by Developer to establish or recertify the tenant's qualification, or the qualification of the tenant's household, for occupancy of tenant's Affordable Unit in accordance with the standards set forth in this Agreement, or (ii) qualify as a Very Low-Income Household or a Lower-Income Household as each individual case may be, as a result of any material misrepresentation made by such tenant with respect to the income computation.

   ii. Be for an initial term of not less than one (1) year, unless by mutual agreement between the tenant and Developer, and provide for no increase in rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Developer and the tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 8 above.

   iii. Include a provision that requires a tenant who is residing in an Affordable Unit required to be accessible and who is not in need of an accessible unit to move to a non-accessible Affordable Unit when a non-accessible Affordable Unit becomes available and another income qualifying tenant or prospective tenant is in need of an accessible Affordable Unit.

   iv. Provide that a termination of, or refusal to renew a lease for, an Affordable Unit for any reason other than for a "just cause," must be preceded by not less than sixty (60) days written notice to the tenant by Developer specifying the grounds for the action. Termination of, or refusal to renew, a lease for a just cause must be preceded by such notice as may be required by the written lease or applicable law. For purposes of this Agreement, "just cause" has the meaning given in Section 1946.2 of the California Civil Code (as the same may be amended or replaced from time to time). If said Section 1946.2 is hereafter repealed and not replaced, then "just cause" shall have meaning given by such statute immediately prior to such repeal.

b. During the Term, Developer shall comply with the Marketing Plan and Tenant Selection Plan approved by the County.

21. Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code section 1717 and judicial decisions interpreting that statute.

22. Developer Representation. Developer represents and warrants that it is the owner of the Property and has full authority to execute this Agreement.

23. Governing Law. This Agreement is governed by the laws of the State of California.

24. Order of Precedence. In the event of any conflict or inconsistency between the terms of this Agreement and related obligations, the following order of precedence applies: The County's Ordinance Code, this Agreement, the Plan.

25. Risk of Market Conditions. Developer bears sole responsibility for developing, constructing, and marketing the Affordable Units covered by this Agreement, pursuant to the approvals that the County issued for the Development and the requirements contained in this Agreement. The County has no obligation to amend this Agreement and Developer shall reimburse the County for all administrative costs associated with any modification of this Agreement that requires the approval of the County Board of Supervisors.

26. Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement, and may not be deemed to do so.

27. Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

28. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

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29. Notices. All notices required or permitted by any provision of this Agreement are to be in writing and sent by overnight delivery or certified mail, postage prepaid and directed as follows:

County:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing & Community Improvement

Developer:

Alves Lane, L.P.
11150 West Olympic Blvd., Suite 620
Los Angeles, CA 90064
Attn: President

With a copy to:
RBC Community Investments, LLC
600 Superior Avenue, Suite 2300
Cleveland, Ohio 44114
Attention: President and General Counsel

Notwithstanding the preceding, either party may change its address(es) for notice from time to time by notice delivered to the other party.

30. Contact Information.

a. Prior to Community Development Division stamp-approval of plans for issuance of a building permit, the Developer shall provide the name of the contact person representing the owner of the property for permit compliance and their contact information.

b. The Developer is responsible for keeping DCD informed of the contact information of the owner or designee who is responsible for compliance with this Agreement and how they may be contacted (i.e., mailing and email addresses, and telephone number) at all times.

[Remainder of Page Intentionally Left Blank]

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

DEVELOPER:

ALVES LANE, L.P.
a California limited partnership

By: Alves Lane, LLC,
a California limited liability company,
its administrative general partner

By: _____
George Russo, Chief Financial Officer

By: FFAH V Alves Lane, LLC,
a California limited liability company,
its managing general partner

By: Foundation for Affordable Housing V, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Deborrah A. Willard, President

For corporations (profit or nonprofit) and limited liability companies, the agreement must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be notarized.

COUNTY:

COUNTY OF CONTRA COSTA

By: _____
John Kopchik, Director
Department of Conservation and Development

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 202_, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal).

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 202_, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

BEING A SINGLE PARCEL OF LAND

SAID PARCEL IS LOCATED

IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA,

STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 7, IN THE JUDGMENT OF DECLARATION OF TAKING, RECORDED DECEMBER 29, 1938, IN BOOK 487 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 214, AT THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO UNITED PENTECOSTAL CHURCH OF PITTSBURG, INC., RECORDED AUGUST 10, 1961, IN BOOK 3928 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 443, THENCE FROM SAID POINT OF BEGINNING, ALONG SAID SOUTH LINE, SOUTH 80°06'38" EAST A DISTANCE OF 261.44 FEET, THENCE SOUTH 62°01'38" EAST A DISTANCE OF 49.66 FEET, THENCE SOUTH 43°56'38" EAST A DISTANCE OF 471.60, THENCE SOUTH 00°39'22" WEST A DISTANCE OF 74.24 FEET TO THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA, RECORDED APRIL 13, 1950, IN BOOK 1537 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 294, THENCE NORTHWESTERLY ALONG SAID NORTH LINE NORTH 89°23'32" WEST A DISTANCE OF 65.41 FEET, THENCE NORTH 73°42'13" WEST A DISTANCE OF 386.56 FEET, THENCE NORTH 52°59'51" WEST A DISTANCE OF 194.48 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY WITH A RADIAL BEARING OF NORTH 57°42'33" EAST, A RADIUS OF 297.90 FEET, AND A CENTRAL ANGLE OF 27°47'11", THENCE ALONG AN ARC DISTANCE OF 144.47 FEET TO THE EAST LINE OF SAID UNITED PENTECOSTAL CHURCH OF PITTSBURG, INC. PARCEL, THENCE ALONG SAID EAST LINE NORTH 23°11'31" EAST A DISTANCE OF 170.52 FEET TO THE POINT OF BEGINNING, SAID BOUNDARY IS AS SHOWN ON RECORD OF SURVEY NO. 4264, RECORDED FEBRUARY 17, 2022, IN BOOK 164 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 2.

CONTAINING 168,209.63 SQUARE FEET OR 3.862 ACRES, MORE OR LESS.

PROFESSIONAL LAND SURVEYOR
ERIC S. GILBERTSEN
EXP. 12/31/23
NO. 7545
STATE OF CALIFORNIA

ERIC S GILBERTSEN, PLS NO. 7545 — DATE 10/28/2022

kpff
2250 Douglas Blvd., Suite 200
Roseville, CA 95661
O: 916.772.7688
F: 916.772.7699
www.kpff.com

EXHIBIT "A"
LEGAL DESCRIPTION
UNINCORPORATED COUNTY OF CONTRA COSTA / CALIFORNIA

DATE:	10/28/2022
DRAWN BY:	TAS
PROJECT NO.	1003-2000-023
SHEET:	1 OF 2

EXHIBIT B
INCLUSIONARY HOUSING PLAN AND DENSITY BONUS REQUEST

RECEIVED on 03/02/2021
By Contra Costa County
Department of Conservation and Development
CDDP20-03011
Revised

ALVES LANE APARTMENTS
HOUSING PLAN & DENSITY BONUS NARRATIVE

Density Bonus Proposal

Density Bonus proposals are intended to provide incentives and/or concessions for housing developments for the production of housing for very low income, lower income, moderate income, or senior households; to facilitate the development of affordable housing; to implement the goals, objectives, and policies of the County General Plan's Housing Element.

1. DENSITY BONUS PROPOSAL. The proposal must include:

   a. A full description of the proposed project.
   Alves Lane Apartments is the proposed new construction of a single three-to-four-story multifamily building with 100 rental apartment units, including one onsite manager's unit. The project is located in Bay Point, California and will include 15 one-bedroom units, 15 two-bedroom units, 36 three-bedroom units and 34 four-bedroom units. The apartment building will be constructed to complement the neighborhood while providing a high-quality and safe environment for its residents. Along with multiple common areas and a central open space courtyard readily available to its residents, the project will offer a flexible community space suited to be adaptable to unique community needs and programming.

   The project will include 13 affordable housing units and 87 market rate units. Of the 13 affordable housing units, at least 20%, or 3 units, shall be rented at an affordable rent to Very Low Income Households and the remaining affordable housing units, or 10 units, shall be rented at an affordable rent to Lower Income Households to meet Contra Costa County Inclusionary Housing Ordinance requirements. Additionally, 10 of the 13 affordable housing units will satisfy the Density Bonus Ordinance requirements. Please refer to Section 1.f for more information.

   b. The type of housing development proposed as required by the State's Density Bonus law (rental, for-sale, low-income, senior housing, foster youth, common interest development, student housing, etc.).
   Multi-Family Rental.

   c. Maximum base unit calculation for the site.
   The project site is 3.81 acres. The max density for the project is 21.9 dwelling units per acre, or up to 83.439 units.

   d. The percentage of density bonus requested.
   The project is requesting a density bonus increase of 20%, or 17 units, bringing the total unit count to 100 units.

   e. The total number of units and the affordability level (based on percentage of area median income) of all units in the project.

Alves Lane Apartments consists of 100 apartment units. The project will include 13 affordable housing units and 87 market rate units. Of the 13 affordable housing units, at least 20%, or 3 units, shall be rented at an affordable rent to Very Low Income Households (50% of area median income) and the remaining affordable housing units, or 10 units, shall be rented at an affordable rent to Lower Income Households (60% of area median income).

f. The number of incentives/concessions for the project, including the referenced Government Code Section that supports the number requested for the project.
One concession in exchange for at least 10% of total units, or 10 units, reserved for Lower Income Households (60% of area median income) per California Government Code Section 65915(d)(2)(A):

> *One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a common interest development.*

g. The requested incentive/concession.
The project is requesting a concession for the project height up to 45'. While the zoning code allows up to 45', per the specific plan, 30' is the maximum allowable height for the site. With the canal to the north, the project is more than 50' from any single family residence, so the 20' stipulation does not apply. We are requesting that the project be granted a concession from the 30' allowable height under the specific plan to the P-1 Zoning District's allowable height of 45' for the "MM" land use designation, which is the General Plan land use for the project. Without this additional height increase, the allowable density could not be achieved on this site.

Approval of the concession request will increase project feasibility and make the units more affordable, while also reducing the loss of much needed housing units.

h. A list of requested waivers or reductions of development standards.
Not Applicable.

i. The number of existing residential units on site. Are the existing units rental units?
The site is currently vacant land. There are no existing residential units on site.

j. Are there any deed restrictions on the parcel that restricts the ownership or rental of the property/unit to persons below the area median income?
The property does not have any existing deed restrictions on title that restricts the ownership or rental of the property/unit to persons below the area median income.

k. The number of buildings proposed in the project.
One (1) three-to-four-story building.

l. The unit types, numbers, and distribution (i.e. studio, 1 bedroom, 3 bedroom, etc.).
Alves Lane Apartments will include 15 one-bedroom units, 15 two-bedroom units, 36 three-bedroom units and 34 four-bedroom units.

m. Whether the project will be phased.
Alves Lane Apartments will be a single phase.

n. Location of the affordable units and what phase they will be developed.
All affordable units will be distributed evenly throughout the property and constructed concurrently with the market rate units.

2. VICINITY/LOCATION MAP.
Please refer to the vicinity map on Sheet A1.1: Title Sheet.

3. SITE PLAN. Site plan should be legibly drawn to scale, and include the following:
   a. Location
   b. Square footage and acreage of parcel(s)
   c. Property lines and dimensions
   d. Street right-of-way
   e. Existing easements
   f. Existing/proposed on-site buildings and any buildings within 100 feet of property
   g. Driveway and parking layout
   h. Existing and proposed trees and landscaping
   i. Location of the proposed affordable units
   j. Zoning
   k. General Plan
   l. Gross acreage
   m. Net acreage

   Please refer to Sheet A1.6: Site Plan.

4. FINANCIAL ANALYSIS REPORT. The financial analysis report for the project should indicate that the proposed Density Bonus and concessions and/or incentives are necessary to provide the proposed affordable units.
Please refer to attached Financial Analysis Report.

5. ADDITIONAL INFORMATION.
   a. Any pertinent information that is relevant for staff's review and processing of the request.
   The project is not pursuing a density bonus per the inclusionary unit percentage. Instead, the project is pursuing a 20% density bonus pursuant to the Contra Costa County Residential Density Bonus Ordinance. The project is eligible for a density bonus under Section 822-2.404 of the Contra Costa County Municipal Code as a result of meeting the following criteria:

   Ten percent of the total units of a housing development must be reserved for lower income households.

The project will reserve 10 units for Lower Income households, or 10% of total units, to meet the Density Bonus Ordinance requirements. These 10 units overlap with the Inclusionary Housing Ordinance units, which includes an additional three (3) units for Very Low Income households. For providing 10 units affordable to Lower Income households, the project qualifies for a 20% density bonus increase.

b. Is the proposed development on property that includes or included affordable units that have been subject to a recorded covenant, ordinance, or law restricting rents?
There are no existing residential units on site. The property has not been subject to a recorded covenant, ordinance, or law restricting rents.

c. Is the proposed development property where dwelling units have been vacated or demolished in the five-year period preceding the submittal of the application proposal for development?
No, the site has been vacant land since 2002.

d. Does the proposed development replace any affordable units pre-existing on the site or a portion of the site?
The site is currently vacant land. There are no existing residential units on site.

6. ATTACH COMPLETED INCLUSIONARY HOUSING ORDINANCE HOUSING PLAN. This Housing Plan is required for projects of five or more residential units to demonstrate compliance with the County's Inclusionary Housing Ordinance. See Chapter 822-4 of the County Ordinance Code for the standards and requirements for applicability and compliance.
Please refer to the following pages.

Inclusionary Housing Plan

The Contra Costa County Inclusionary Housing Ordinance (IHO) requires new residential developments to include a minimum percentage of dwelling units that are affordable to very-low, lower and moderate income households. In residential developments of five (5) or more units, fifteen percent (15%) of the dwelling units must be affordable.

The inclusionary housing plan must include the following:

A. A project description including the number of market rate units and inclusionary units proposed, and the basis of the calculation;
   Alves Lane Apartments is the proposed new construction of a single three-to-four-story multifamily building with 100 rental apartment units, including one onsite manager's unit. The project is located in Bay Point, California. The apartment building will be constructed to complement the neighborhood while providing a high-quality and safe environment for its residents. Along with multiple common areas and a central open space courtyard readily available to its residents, the project will offer a flexible community space suited to be adaptable to unique community needs and programming.

   The project will include 13 affordable housing units and 87 market rate units. Of the 13 affordable housing units, at least 20%, or 3 units, shall be rented at an affordable rent to Very Low Income Households and the remaining affordable housing units, or 10 units, shall be rented at an affordable rent to Lower Income Households to meet Contra Costa County Inclusionary Housing Ordinance requirements. Additionally, 10 of the 13 affordable housing units will satisfy the Density Bonus Ordinance requirements. Please refer to the Section 1.f of the Density Bonus Proposal for additional information.

   The project is also pursuing a density bonus. The project site is 3.81 acres. The max density for the project is 21.9 dwelling units per acre, or up to 83.439 units. The project is requesting a density bonus increase of 20%, or 17 units, bringing the total unit count to 100 units.

B. A site plan indicating the location of the inclusionary units in relationship to the market rate units. (Unit mix, location, and size, and # of bedrooms);
   Please refer to Sheet A1.6: Inclusionary Housing Unit Location Plan, which shows each affordable housing unit's approximate location within the building footprint. These units will be disbursed evenly throughout the development by floor and all residents will have access to all on-site amenities.

   The unit breakdown is as follows:

Bedroom Type	Size	# of Units	Proposed # of IHO Units at Very Low Income (50% of AMI)	Proposed # of IHO Units at Low Income (60% of AMI)
1 Bedroom	505-567 NET SF	15	1	2
2 Bedrooms	734 NET SF	14	1	2
3 Bedrooms	951-1046 NET SF	36	1	3
4 Bedrooms	1025-1086 NET SF	34		3
Managers Unit – 2 Bedroom	734 NET SF	1		
TOTAL UNITS		**100**	**3**	**10**

C. The targeted income levels;
The project includes 13 affordable housing units:

- Three (3) units will be restricted at Very Low Income rent, which shall not exceed 50% of the area median income for Contra Costa County, adjusted for assumed household size, multiplied by thirty percent and divided by twelve.

- Ten (10) units will be restricted at Low Income rent, which shall not exceed 60% of the area median income for Contra Costa County, adjusted for assumed household size, multiplied by thirty percent and divided by twelve.

D. A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed;
Not Applicable – All units will be developed in a single phase.

E. If desired, a density bonus of 15 percent, which would equal the inclusionary unit percentage.
The project is not pursuing a density bonus per the inclusionary unit percentage. Instead, the project is pursuing a 20% density bonus pursuant to the Contra Costa County Residential Density Bonus Ordinance. The project is eligible for a density bonus under Section 822-2.404 of the Contra Costa County Municipal Code as a result of meeting the following criteria:

Ten percent of the total units of a housing development must be reserved for lower income households.

The project will reserve 10 units for Lower Income households, or 10% of total units, to meet the Density Bonus Ordinance requirements. These 10 units overlap with the Inclusionary Housing Ordinance units, which includes an additional three (3) units for Very Low Income

households. For providing 10 units affordable to Lower Income households, the project qualifies for a 20% density bonus increase.

F. Density Bonus concessions or incentives:

As a result of the density bonus request, the project is requesting one concession:

> The project is requesting a concession for the project height up to 45'. While the zoning code allows up to 45', per the specific plan, 30' is the maximum allowable height for the site. With the canal to the north, the project is more than 50' from any single family residence, so the 20' stipulation does not apply. We are requesting that the project be granted a concession from the 30' allowable height under the specific plan to the P-1 Zoning District's allowable height of 45' for the "MM" land use designation, which is the General Plan land use for the project. Without this additional height increase, the allowable density could not be achieved on this site.

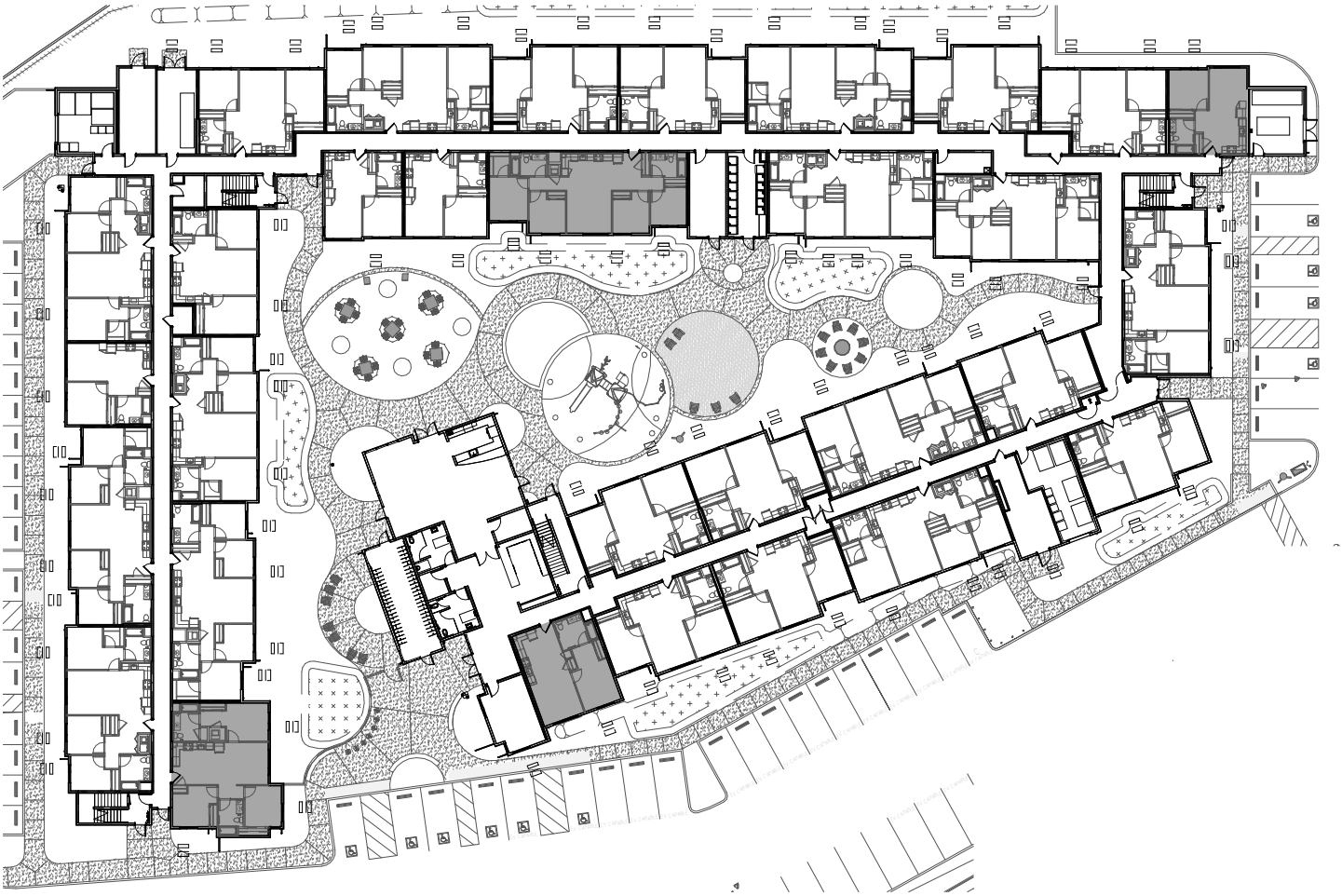
Approval of the concession request will increase project feasibility and make the units more affordable, while also reducing the loss of much needed housing units.

Financial Analysis Report

The financial analysis report for the project should indicate that the proposed Density Bonus and concessions and/or incentives are necessary to provide the proposed affordable units.

An incentive or concession pursuant to California Government Code Section 65915(d)(2)(A), to allow a building height of up to 45' to meet the P-1 Zoning District's allowable height of 45' for the "MM" land use designation. Contra Costa County's specific plan stipulates a max allowable building height of 30'.

- Without this additional height increase, the allowable density could not be achieved on this site. If this concession is not approved, Dahlin Architects has confirmed that there would need to be a reduction in the number of units and floors onsite. Based on an average of 871 SF per unit, there would be a reduction of 41 units and two stories. The average rent received per unit is $1,925. If we were to build a smaller and less cost-efficient project, we would be short $7.76 million in permanent phase financing as a result of reduced rental income and generated tax credit equity, which would make the project financially infeasible. Please see the attached Sources & Uses detailing a funding gap of $7,761,331.



1 1ST FLOOR

1" = 50'-0"

Inclusionary Units

ALVES LANE APARTMENTS

DAHLIN

JOB NO.	1318.011
DATE	09/12/22

A-01

1 2ND FLOOR

1" = 50'-0"

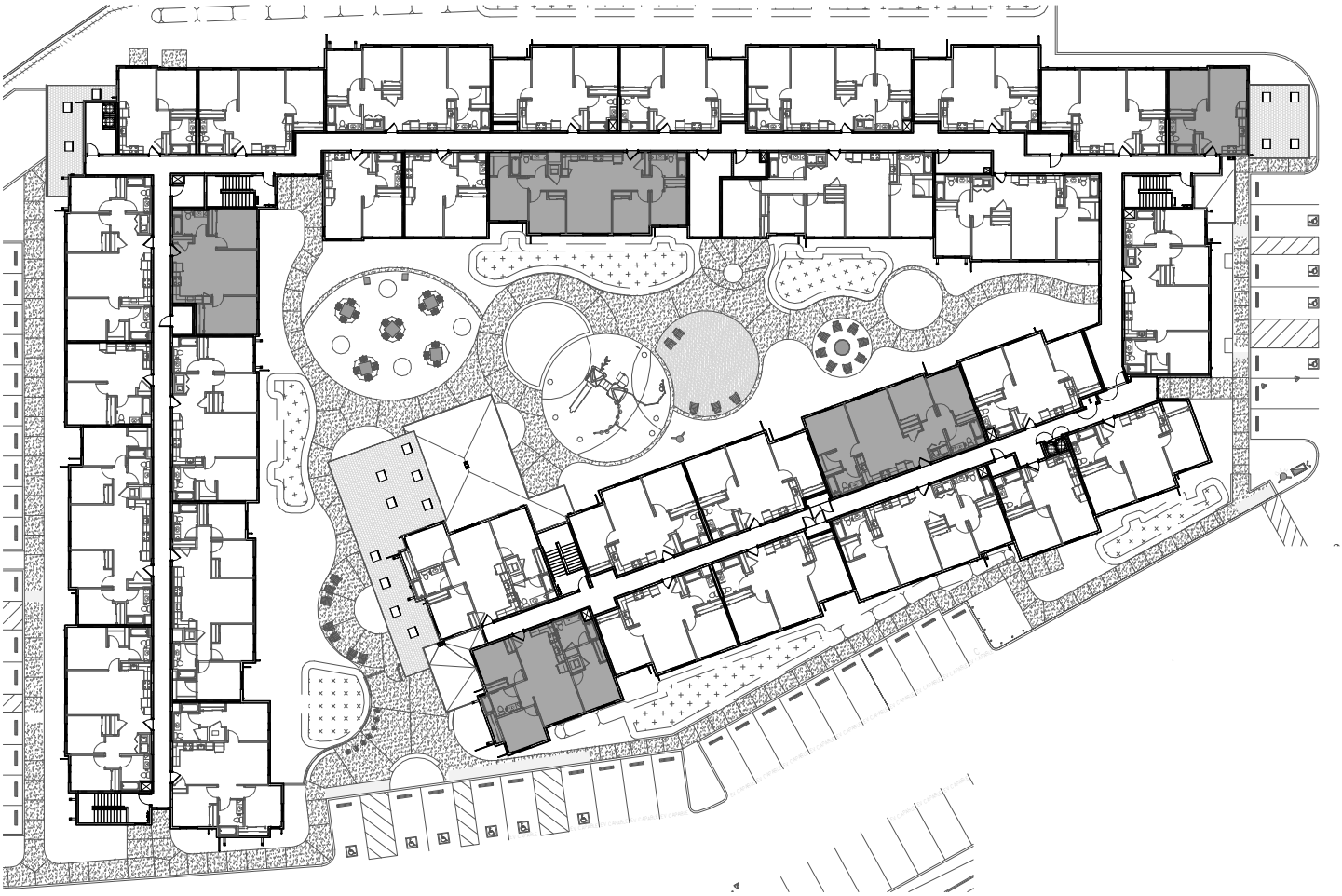
Inclusionary Units

ALVES LANE APARTMENTS

DAHLIN

JOB NO.	1318.011
DATE	09/12/22

A-02



1 3RD FLOOR

1" = 50'-0"

Inclusionary Units

ALVES LANE APARTMENTS

DAHLIN

JOB NO.	1318.011
DATE	09/12/22

A-03

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Applicant Mata Housing Corporation
Subdivision Name _____
Subdivision # _____
County File # DP20-3011

Property Owner D & M Investment Partners
Site Address 544-595 Alves Lane, Bay Point, CA 94565
APN 093-100-059; 093-100-060
Date Submitted 07/30/2020

RECEIVED on 08/07/2020
By Contra Costa County
Department of Conservation and Development

Contra Costa County
Department of Conservation and Development
Inclusionary Housing Plan

There are five different ways of complying with the Inclusionary Ordinance: on site, off site, land conveyance, in lieu fees, and other. The Inclusionary Housing Plan is required to identify which option the applicant is proposing to fulfill the inclusionary housing requirement. Complete the checklist for the appropriate option.

For more information on the Inclusionary Housing Ordinance (including links to the ordinance, the guideline and the in-lieu fee calculator), please go to the Developing Affordable Housing webpage found here: http://www.co.contra-costa.ca.us/4881/Developing-Affordable-Housing

Section A - On Site

The inclusionary housing plan must include the following:

- [x] A project description including the number of market rate units and inclusionary units proposed, and the basis of the calculation;
- [x] A site plan indicating the location of the inclusionary units in relationship to the market rate units. (Unit mix, location, and size, and # of bedrooms);
- [x] The targeted income levels;
- [x] A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed;
- [x] If desired, a density bonus of 15 percent, which would equal the inclusionary unit percentage.

Comments: Please see attached Housing Plan & Density Bonus Narrative.

Section B - Off-Site

The inclusionary housing plan must include the following:

- [ ] A project description including the number of on site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- [ ] The targeted income levels;
- [ ] A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development;
- [ ] Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development;
- [ ] A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed;
- [ ] Indicate whether the off site development is new construction or acquisition/rehabilitation.
- [ ] If desired, a density bonus of 15 percent, which would equal the inclusionary unit percentage.

Comments: _____

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Applicant _____ Property Owner_____
Subdivision Name _____ Site Address_____
Subdivision # _____ APN_____
County File #_____ Date Submitted _____

Section C - Land Conveyance

The inclusionary housing plan must include the following:

- ☐ A project description including the number of on site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- ☐ The targeted income levels;
- ☐ Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development.
- ☐ Proposed recipient of land conveyance.
- ☐ A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development.

Comments:_____
_____
_____

Section D – In-Lieu Fee

☐ Payment of an in-lieu fee is proposed to satisfy this requirement. The fees shall be pursuant to the fee schedule adopted by the Board of Supervisors.

Note: Only applicable for projects with 5 to 125 units of rental or for-sale housing.

Comments:_____
_____
_____

Section E - Other

☐ If an alternative compliance method is proposed, information sufficient to allow the County to determine that the alternative would provide equivalent or greater benefit than would result from providing those inclusionary units on site.

Comments:_____
_____
_____

Applicant & Property Owner Verification:

I/We acknowledge that I/we have completely read this form and understand all of the information stated herein. I/We verify that all of the information stated and submitted is complete and accurate to the best of my/our knowledge and should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the ordinance that it may result in increased processing time and/or costs.

Applicant Signature: _____ Name: Meta Housing Corporation Date: 07/30/2020

DocuSigned by:

Owner Signature: Mike Delagnes Name: D & M Investment Partners Date: 07/30/2020

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DocuSign Envelope ID: 93E05B5F-7417-4C61-BE03-D026BFE38119

Applicant Meta Housing Corporation
Project Name Alves Lane Apartments
Subdivision # _____
County File # DP20-3011

Property Owner D & M Investment Partners
Site Address 544-595 Alves Lane, Bay Point, CA 94565
APN 093-100-059; 093-100-060
Date Submitted 09/09/2020

Contra Costa County
Department of Conservation and Development
Density Bonus Proposal

RECEIVED *on 12/17/2020*
By Contra Costa County
Department of Conservation and Development

DENSITY BONUS SUBMITTAL REQUIREMENTS

Requests for Density Bonuses are reviewed and processed for approval or denial by the Community Development and the Housing and Community Improvement Divisions. Density Bonus requests are processed pursuant to Section 65915 et seq. of the California Government Code and Title 8, Division 822, Chapter 822-2 of the Contra Costa County Ordinance Code. Density Bonus proposals are intended to provide incentives and/or concessions for housing developments for the production of housing for very low income, lower income, moderate income, or senior households; to facilitate the development of affordable housing; to implement the goals, objectives, and policies of the County General Plan's Housing Element.

The Density Bonus request will be reviewed and processed concurrently with the complete submittal of a development application, which may include but is not limited to applications, for subdivisions, planned unit developments, development plans, land use permits, rezones, and/or general plan amendments.

1. DENSITY BONUS PROPOSAL. The proposal must include:
    a. A full description of the proposed project.
    b. The type of housing development proposed as required by the State's Density Bonus law (rental, for-sale, low-income, senior housing, foster youth, common interest development, student housing, etc.).
    c. Maximum base unit calculation for the site.
    d. The percentage of density bonus requested.
    e. The total number of units and the affordability level (based on percentage of area median income) of all units in the project.
    f. The number of incentives/concessions for the project, including the referenced Government Code Section that supports the number requested for the project.
    g. The requested incentive/concession.
    h. A list of requested waivers or reductions of development standards.
    i. The number of existing residential units on site. Are the existing units rental units?
    j. Are there any deed restrictions on the parcel that restricts the ownership or rental of the property/unit to persons below the area median income?
    k. The number of buildings proposed in the project.
    l. The unit types, numbers, and distribution (i.e. studio, 1 bedroom, 3 bedroom, etc.).
    m. Whether the project will be phased.
    n. Location of the affordable units and what phase they will be developed.
2. VICINITY/LOCATION MAP.

Applicant Meta Housing Corporation
Project Name Alves Lane Apartments
Subdivision # _____
County File # DP20-3011

Property Owner D & M Investment Partners
Site Address 544-595 Alves Lane, Bay Point, CA 94565
APN 093-100-059; 093-100-060
Date Submitted 09/09/2020

3. SITE PLAN. Site plan should be legibly drawn to scale, and include the following:
    a. Square footage and acreage of parcel(s)
    b. Property lines and dimensions
    c. Street right-of-way
    d. Existing easements
    e. Existing/proposed on-site buildings and any buildings within 100 feet of property
    f. Driveway and parking layout
    g. Existing and proposed trees and landscaping
    h. Location of the proposed affordable units
    i. Zoning
    j. General Plan
    k. Gross acreage
    l. Net acreage
4. FINANCIAL ANALYSIS REPORT. The financial analysis report for the project should indicate that the proposed Density Bonus and concessions and/or incentives are necessary to provide the proposed affordable units.
5. ADDITIONAL INFORMATION.
    a. Any pertinent information that is relevant for staff's review and processing of the request.
    b. Is the proposed development on property that includes or included affordable units that have been subject to a recorded covenant, ordinance, or law restricting rents?
    c. Is the proposed development property where dwelling units have been vacated or demolished in the five-year period preceding the submittal of the application proposal for development?
    d. Does the proposed development replace any affordable units pre-existing on the site or a portion of the site?
6. ATTACH COMPLETED INCLUSIONARY HOUSING ORDINANCE HOUSING PLAN. This Housing Plan is required for projects of five or more residential units to demonstrate compliance with the County's Inclusionary Housing Ordinance. See Chapter 822-4 of the County Ordinance Code for the standards and requirements for applicability and compliance.

Applicant & Property Owner Verification:

I/We certify that all statements made on this application or any accompanying attachment or exhibit are true and complete to the best of my knowledge. Should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the County Ordinance or State law that it may result in denial of the request and increased processing time and/or costs. I/We understand that any false statements may result in denial of the requested permit, revocation of any issued permit, or penalties. I/We further certify that permission has been granted by the property owner to conduct the proposed development applied for herein.

Applicant Signature: _____ Name: Meta Housing Corporation Date: 09/09/2020

Owner Signature: DocuSigned by: Mike Delagnes 0DBD3CFD014E498... Name: D & M Investment Partners Date: 09/09/2020

EXHIBIT C
INCOME CERTIFICATION FORM

TENANT INCOME CERTIFICATION FORM
Inclusionary Housing/Density Bonus

Unit #:
Effective Date:
Move-In Date:

☐ Initial Certification ☐ Recertification ☐ Change in Household Size ☐ Other

PART A - GENERAL PROPERTY INFORMATION	Property Manager(s):	
Property Name:	Phone:	Email:
Property Address:	Owner Name:	
City/County:	Owner Address:	
Unit SF: # Bedrooms:		

PART B - HOUSEHOLD INFORMATION ☐ Vacant (Check if unit was vacant on 12/31 of the Effective Date Year

RACE of Head of Household: ☐ I decline to answer ☐ American Indian or Alaska Native ☐ Black or African American ☐ Asian ☐ Native Hawaiian or Pacific Islander ☐ White ☐ Other

ETHNICITY of Head of Household: ☐ I decline to answer ☐ Non-Hispanic or Latino ☐ Hispanic or Latino

Household Size	Tenant/Occupant Name	Relationship to Head of Household	Date of Birth MM/DD/YYYY	Student Status	Last 4 Digits of Social Security #
1				☐ FT ☐ PT ☐ NA	
2				☐ FT ☐ PT ☐ NA	
3				☐ FT ☐ PT ☐ NA	
4				☐ FT ☐ PT ☐ NA	
5				☐ FT ☐ PT ☐ NA	
6				☐ FT ☐ PT ☐ NA	

PART C - GROSS ANNUAL INCOME

Household MBR #	1 Employment or Wages	2 S.S./Pensions	3 Public Assistance	4 Other Income
TOTALS	$	$	$	$
ADD TOTALS 1 - 4 ABOVE			5 TOTAL INCOME	$

PART D - TENANT ASSET INCOME

Household MBR #	6 Type of Asset	7 Current Asset? (Y/N)	8 Cash Value of Asset	9 Annual Income from Asset

10. TOTAL COLUMN 9 - ACTUAL INCOME FROM ASSET	
11. TOTAL COLUMN 8 - CASH VALUE OF ASSET	
12. If Item #11 is greater than $5000, multiply by 0.06% and enter results here. If not, leave blank.	
13. TOTAL INCOME FROM ASSETS	
14. TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES (Add #5 and #13)	

HOUSEHOLD CERTIFICATION AND SIGNATURES

The information in this form will be used to determine maximum income eligibility. I/We have provided for each person(s) set forth in Part B acceptable verification of current anticipated annual income. I/We agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/We agree to notify the landlord immediately upon any member becoming a full time student.

Under penalty of perjury, I/We certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	Date	Signature	Date
Signature	Date	Signature	Date

PART E - DETERMINATION OF INCOME ELIGIBILITY

Total Annual Household Income From All Sources (From Line #14 on Page 1)

Current State/County Income Limit per Family Size: $

If Applicable, Current Federal Bond Income Limit per Family Size: $

Household Income as of Move-In: $

Unit Meets State Income Restriction at:

☐ 30% ☐ 50%

☐ 80% ☐ 120%

Unit Meets State Deeper Targeting Income Restriction at:

☐ Other ____%

RECERTIFICATION ONLY

Current State Income Limit:

$

PART F - RENT

Total Paid Monthly Rent $

Monthly Utility Allowance $

Other Monthly Non-Optional Charges $

GROSS MONTHLY RENT FOR UNIT

Tenant paid rent plus Utility Allowance & other non-optional charges

Maximum State/County Rent Limit for this unit: $

If Applicable, Maximum Federal & State LIHTC Bond Rent Limit for this unit: $

Unit Meets State/County Rent Restriction at:

☐ 30% ☐ 50%

☐ 80% ☐ 120%

If Applicable, Unit Meets Bond Rent Restriction at: ☐ 60% ☐ 50%

Unit Meets State Deeper Targeting Rent Restriction at: ☐ Other:____%

Federal Rent Assistance: $

Non-Federal Rent Assistance: $

*** Source** (*0 - 8 below)

*** Source of Federal Assistance**

1. **HUD Multi-Family Project-Based Rental Assistance (PBRA)
2. Section 8 Moderate Rehabilitation
3. Public Housing Operating Subsidy
4. HOME Rental Assistance
5. HUD Housing Choice Voucher (HCV), tenant-based
6. HUD Project-Based Voucher (PBV)
7. USDA Section 521 Rental Assistance Program
8. Other Federal Rental Assistance
0. Missing

** (PBRA) Includes: Section 8 New Construction/Substantial Rehabilitation; Section 8 Loan Management; Section 8 Property Disposition; Section 202 Project Rental Assistance Contracts (PRAC)

PART G - PROGRAM TYPE

Identify the program(s) for which this household's unit will be counted toward the property's occupancy requirements.

Select One of the Following:

☐ Inclusionary Housing Ordinance

☐ Density Bonus

☐ SB35 (2017)

Select All That Apply:

☐ HOME (including TCAP)

☐ CDBG

☐ Other HUD, including 202, 811, and 236

☐ National Housing Trust Fund

☐ USDA Rural Housing Service, including 514, 515, anda 538

☐ Other state or local housing programs

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part B of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

_____

Signature of Owner/Representative

PARTICIPATION DATA – FY 2022

_____ ❑ Male ❑ Female ❑ Initial Certification ❑ Recertification
Name

1. Status (Check all that apply): ❑ 62 years or older ❑ Disabled
2. **Head of Household**: Are you the head of the household? ❑ Yes ❑ No
3. **If you are not the head of the household, is the head of the household female?** ❑ Yes ❑ No
4. **Household Size and Total Annual Household Income:**
   A. Circle the total number of people in your household in the first column.
   B. On the line corresponding to your household size, check the income range that includes your household's annual income.

A. Household Size	B. Total Household Income		
1	▫ up to $50,000	▫ $50,000-$76,750	▫ $76,750-$119,950
2	▫ up to $57,150	▫ $57,150-$87,700	▫ $87,700-$137,100
3	▫ up to $64,300	▫ $64,300-$98,650	▫ $98,650-$154,200
4	▫ up to $71,400	▫ $71,400-$109,600	▫ $109,600-$171,350
5	▫ up to $77,150	▫ $77,150-$118,400	▫ $118,400-$185,050
6	▫ up to $82,850	▫ $82,850-$127,150	▫ $127,150-$198,750

❑ Check here if your income does not fall into any of the income ranges corresponding with your household size.

5. **Do you receive assistance from any of the following sources?**

   ❑ CalWORKs ❑ General Assistance ❑ Social Security ❑ Food Stamps
   ❑ Medi-Cal ❑ Section 8 ❑ WIC

6. **Race/Ethnicity** (Check only one, unless noted):
   ❑ American Indian/Alaskan Native ❑ Asian ❑ White
   ❑ Native Hawaiian/Pacific Islander ❑ Asian & White ❑ Black/African American
   ❑ American Indian/Alaskan Native & White ❑ Black/African American & White
   ❑ American Indian/Alaskan Native & Black/African American
   ❑ Other Multi-Racial: _____

   ❑ **Hispanic Ethnicity** (you must also check one of the racial categories if you select this category)

I hereby certify that the above information is true and correct to the best of my knowledge. I acknowledge and understand that the information provided here will be relied upon for purposes of determining my eligibility for this program. I acknowledge that a material misstatement fraudulently or negligently made in this or in any other statement made by me may constitute a federal violation and may result in the denial of my participation in this program.

_____ _____
Signature Date
(Income Limits as of 6/15/2022)

Condado de Contra Costa
Programa para el Desarrollo de la Comunidad
Información sobre los participantes del año 2022

_____ ☐ **Hombre** ☐ **Mujer** ☐ **Certificación Inicial** ☐ **Recertificación**

Nombre

_____ _____ _____

Domicilio **Ciudad** **Código postal**

1. **Marque lo que es aplicable:** ☐ **62 años o mas de edad** ☐ **Discapacitada/o**
2. **Jefe de Casa**: ¿Es usted el jefe de casa? __Si __No
3. **Si no es el jefe de casa, ¿es dirigida la casa por una mujer?** ☐ Si ☐ No
4. **Número de Personas en el Hogar y Ingresos Anuales:**
   A. Circule en la primera columna el número de personas en su hogar
   B. Al lado derecho del número que circuló, por favor marque las cajas que indican el ingreso total de todas las personas en su hogar (aproxime)

A. Numero de personas en el hogar	*B. Total de ingresos*		
1	☐ **up to $50,000**	☐ **$50,000-$76,750**	☐ **$76,750-$119,950**
2	☐ **up to $57,150**	☐ **$57,150-$87,700**	☐ **$87,700-$137,100**
3	☐ **up to $64,300**	☐ **$64,300-$98,650**	☐ **$98,650-$154,200**
4	☐ **up to $71,400**	☐ **$71,400-$109,600**	☐ **$109,600-$171,350**
5	☐ **up to $77,150**	☐ **$77,150-$118,400**	☐ **$118,400-$185,050**
6	☐ **up to $82,850**	☐ **$82,850-$127,150**	☐ **$127,150-198,750**

☐ Marque esta caja si sus ingresos no llegan a las tarifas que corresponden con el tamaño de su hogar.

5. **¿Recibe usted asistencia de alguna de estas organizaciones?**

   ☐CalWORKs ☐ Asistencia General ☐Seguro Social ☐vales para alimentos

   ☐Medi-Cal ☐ Sección 8 ☐ WIC

6. **¿Eres Hispano/Latino? Si ☐ No ☐**

7. **Raza** (Marque uno):

   ☐ Indio Americano/Nativo de Alaska ☐Asiático ☐ Blanco

   ☐ Nativo de Hawái/de las Islas del Pacifico ☐ Asiático/Blanco ☐ Negro/Africano Americano

   ☐ Indio Americano/Nativo de Alaska/Blanco ☐ Negro/Africano Americano/Blanco

   ☐ Indio Americano/Nativo de Alaska/Negro

   ☐ Otro Multirracial:_____

Yo juro bajo pena de perjurio que la información proveída es verdadera y correcta. Yo reconozco que la información solicitada será para determinar mi elegibilidad para este programa. Yo acepto que material o declaraciones hechas mal o negligentemente por mí, pueden constituir una violación federal y pueden tener un resultado negativo en mi participación en este programa.

_____ _____

Firma **Fecha**

EXHIBIT D
PERMIT, FINDINGS, AND CONDITIONS OF APPROVAL FOR DEVELOPMENT

CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

APPROVED PERMIT

APPLICANT:	CHRIS MAFFRIS ALVES LANE, L.P. 11150 W. Olympic Blvd., Suite 620 Los Angeles, CA 90064	APPLICATION NO.: ASSESSOR'S PARCEL NO.:	CDDP20-03011 093-100-059 093-100-060
OWNER:	D&M Investment Partners Delagnes Linder & Duey LLP 300 Montgomery Street, Suite 1050 San Francisco, CA 94104-1919	PROJECT LOCATION:	Two parcels (±3.81 acres) adjacent to 293 Alves Lane, Bay Point, CA
		ZONING DISTRICT:	P-1
		APPROVED DATE:	January 26, 2022
		EFFECTIVE DATE:	February 8, 2022

This matter having not been appealed within the period of time prescribed by law, a DEVELOPMENT PLAN PERMIT to allow the construction of a 100-unit apartment complex in the BAY POINT area is hereby APPROVED, subject to the attached conditions of approval.

By: _____
Ruben L. Hernandez
Principal Planner

Unless otherwise provided, THIS PERMIT WILL EXPIRE ONE (1) YEAR from the effective date if the action allowed by this permit is not undertaken within that time.

PLEASE NOTE THE EFFECTIVE DATE, as no further notification will be sent by this office.

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #CDDP20-03011; CHRIS MAFFRIS, ALVES LANE, L.P. (APPLICANT) AND D & M INVESTMENT PARTNERS, DELAGNES LINDER & DUEY LLP (OWNERS)

FINDINGS

A. General Plan Growth Management Element Standards

1) Traffic: Policy 4-c under the Growth Management Program (GMP) of the County General Plan requires a traffic impact analysis be conducted for any project that is estimated to generate 100 or more AM or PM peak hour trips. The project is expected to generate approximately 80 total AM or PM peak hour trips, with approximately 36 morning peak hour vehicle trips and 44 vehicle trips during evening peak hours with a total of approximately 544 daily average trips (Stantec Consulting Services, Inc., *Trip Generation Analysis and VMT Assessment*, June 2, 2020). Thus, as the project is expected to generate less than 100 AM or PM peak hour trips, a traffic impact analysis is not required.

   The project includes several infrastructure improvements on and around the site to promote access to the site and improve pedestrian access along Alves Lane/Canal Road. Construction of a new sidewalk along the project's frontage and extending approximately 700 linear feet east along the Contra Costa Canal frontage to connect to the existing public sidewalk will provide pedestrians with safe access to the Tri Delta Transit bus stop located on Bailey Road for routes to the wider Bay Point area, and to the Pittsburg-Bay Point BART Station. Furthermore, the dedication of additional right-of-way along the project's frontage will accommodate the future installation of Class II bicycle lanes. Thus, the project complies with the County's Complete Streets policies. In addition, the project complies with policies on off-street parking for bicycles and vehicles. Considering the variety of transit improvements available to parcels in this area, the addition of 100 residential units is not expected to significantly affect traffic in the vicinity.

2) Water: The GMP requires new development to demonstrate that adequate water quantity can be provided. The project site is located within the service area of the Golden State Water Company (GSWC), a public utility regulated by the California Public Utilities Commission (CPUC), which allows the extension of services to new customers within its service area in compliance with CPUC Rule 15. The project was forwarded to the GSWC, who indicated that the project proponent is required to install a new, 8-inch water main within the Alves Lane/Canal Road right-of-way. The applicant has included this water main extension as part of the project, and there has been no indication from GSWC that the project would exceed the capacity of their existing public water infrastructure once the water main extension has been constructed.

3) Sanitary Sewer: The GMP requires that new development demonstrate that adequate sanitary sewer service is available. The project site is located within the service area of the

Delta Diablo sanitary district, will be connected to existing public sanitary services via an existing main located within Alves Lane/Canal Road. The wastewater generated by the 100 new dwelling units would incrementally increase wastewater flows in the Delta Diablo system, but the project was forwarded to Delta Diablo for review and comment and there is no indication in the record that the project will exceed that which can be accommodated by their current infrastructure. A final review of the system design will be required prior to the issuance of building permits for the development.

4) Fire Protection: The fire protection standards under the GMP require that a fire station be within one and one-half miles of development in urban areas or requires that automatic fire sprinkler systems be installed in certain buildings to satisfy this standard. The Bay Point area is served by the Contra Costa County Fire Protection District (CCCFPD), who runs Fire Station 86, which is approximately one-half mile north of the project site. In addition, Fire Station 87 is located approximately 1.5 miles southeast of the project site. The project was forwarded to the Contra Costa County Fire Protection District (CCCFPD) for review and comment, and there was no indication from the Fire District that the project would pose a significant fire risk or that new or expanded fire protection facilities would be needed as a result of this project. The Fire District advised that building permit plans would need to show compliance with the minimum code requirements related to fire and life safety and that the project would need to include fire hydrants in the design. In addition, due to the project site's location within a previously developed urban area of the County, there is no potential for the project affecting the County's ability to maintain the standard of having a fire station located within one and one-half miles of developments in urban, suburban, and central business district areas. The subject property's close proximity to an existing fire station combined with the requirement for compliance with applicable building and fire codes ensures that the project will not result in an undue fire risk at the site; therefore, there is no need for expanded fire protection services.

5) Public Protection: Public protection standards under the GMP require that a Sheriff Facility standard of 155 square feet of station area and support facilities per 1,000 persons shall be maintained within the unincorporated area of the County. The project would increase the housing stock in the area by 100 units. The addition of 100 new residential units would result in a population increase of approximately 373 persons, which is not a significant increase in population. Therefore, the addition of 100 new dwelling units on the project site would not impact the County's ability to maintain the General Plan standard of having 155 square feet of station area and support facilities for every 1,000 members of the population

6) Parks and Recreation: Parks and recreation standards under the GMP require three acres of neighborhood park area per 1,000 persons. In order to achieve this standard, the County's Park Dedication Ordinance (Section 920) requires that developers of land for residential uses either dedicate land on the project site or pay a fee in lieu thereof for

neighborhood and community park or recreation purposes. The applicant has proposed a private, 15,138 square-foot recreational area to be centrally located as an interior courtyard of the proposed development and a private, 1,800 square-foot dog park, both of which will reduce the strain on existing park facilities serving the Bay Point area. However, due to the substandard size of the total recreational area (less than 2 acres), the proposed private recreational area cannot be credited towards the applicant's land or fee dedication as required by the County Park Dedication Ordinance. As a result, the applicant will be paying a per-dwelling-unit fee (comprised of Park Dedication and Park Impact fees adopted by the County Board of Supervisors) to the County, which will be used to acquire park land and develop parks and recreation facilities to serve new residential development in the unincorporated County. Therefore, the combination of the private recreational area and the per-unit in-lieu fees provided by the applicant will ensure that the project does not adversely impact the County's ability to maintain the standard of having three acres of neighborhood parks for every 1,000 members of the population.

7) Flood Control and Drainage: The project is not located within a Federal Emergency Management Agency-designated Special Flood Hazard (100-year) Zone, and thus flooding at the site is not a potential hazard. In addition, the project does not involve the removal, construction, or alteration of any dams or levees within the County. Therefore, further analysis in relation to increased flood risks as a result of the project is not required. The Public Works Department has advised that the project is subject to additional C.3 Stormwater Control requirements and that a Stormwater Control Plan (SWCP) is required pursuant to the Contra Costa Clean Water Program for collecting and properly conveying all stormwater entering or originating on the property. The preliminarily approved SWCP and requirement for compliance with C.3 stormwater control requirements will ensure that the project will have negligible impact on the established drainage pattern on the subject property.

C. Development Plan (Planned Unit District) Findings

Pursuant to County Ordinance Chapter 84-66 (P-1 Planned Unit District), Preliminary and Final Development approval of Alves Lane Apartments is based on the following:

1) *The proposed project shall be consistent with the intent and purpose of the P-1 district.*

Project Finding: The project site is within the Bay Point P-1 district, and an associated Multiple-Family Medium Density (MM) General Plan land use designation. The 100-unit apartment complex is consistent with the type of multiple-family residential developments desired at the site pursuant to the MM land use designation. The overall project substantially implements the P-1 design guidelines for height, lot coverage, parking and landscaping requirements, and architectural design within the MM land use designation. Aside from the project's deviations to the parcels' front setback, and side and rear yard requirements, the project maintains consistency with the intent and purpose of the P-1

zoning district to provide quality multiple-family housing land uses within the MM land use designations. Therefore, the project is consistent with the intent and purpose of the P-1 district in which it is located.

2) *The proposed project shall be compatible with other uses in the vicinity, both inside and outside the district.*

Project Finding: The project site is located within an area of Bay Point that is dominated by single-family residential developments and related uses such as churches, schools, and neighborhood-commercial uses nearby to the west, east, and north. When constructed, the development will include all the fundamental elements needed to safely operate a complex of this size, such as public water and sanitary services, fire-fighting infrastructure, a storm drainage system, solid waste collection, and basic utilities (i.e., gas, electricity, cable). In addition, the complex will include amenities such as private recreational and dog park areas, on-site vehicle and bicycle parking, and community room and laundry facilities, which make for a "complete" multiple-family development. The allowance of reduced front setback, side and rear yards and the density bonus concession for a 45-foot maximum height do not detract from the fact that the development has been designed in a manner that takes the surrounding land uses into consideration, while also effectively utilizing the entire project site. Therefore, the project is compatible with other uses in the vicinity, both inside and outside of the district.

D. Deviation Findings:

Pursuant to County Ordinance Chapter 84-66 (P-1 Planned Unit District), approval of Deviations to allow a reduced front setback, reduced side yards, and a reduced side yard aggregate is based on the following:

1) *The proposed project shall be consistent with the intent and purpose of the P-1 district.*

Project Finding – Parking (reduced setback and side yards): Generally speaking, the intent and purpose of the Bay Point P-1 district is to improve development in the Bay Point area while retaining the small-scale character in the area. The project involves constructing a new, 100-unit apartment complex with 203 off-street parking spaces to accommodate resident and visitor parking needs. The project is designed to maximize the housing density and development of site while also accounting for reduced parking needs based on State density bonus regulations for off-street parking and the availability of high-quality public transportation in the area such as the nearby Pittsburg/Bay Point BART station. Thus, in order to maximize housing density, deviations for a minimum 6-foot front setback (where 10 feet is required) and minimum 7-foot side yards (where 20 feet is required) are necessary for the surface parking lot. The degree to which uncovered parking spaces encroach into the front setback and side yards is negligible and allows for a quality multiple-family development to be constructed on the subject property. In addition,

allowing the uncovered parking spaces to encroach into the setback and side yards provides for increased distance between the three- and four-story apartment building and neighboring residential and church properties.

Project Finding – Apartment Building (reduced side yard): The project involves constructing a three- to four-story apartment building with 100 residential units, a trash enclosure, utility rooms, and community, bicycle, laundry, mail, and office rooms. The building is designed such that the four-story section is located near the Alves Lane/Canal Road frontage with the majority of the three-story section located adjacent to the Contra Costa Canal. In addition, the trash enclosure, while not detached from the apartment building, is a one-story element of the structure. The trash enclosure is located approximately 9 feet from the northern side yard boundary and the northern corner of the three-story portion of the apartment building is located approximately 15 feet from the northern side yard boundary of the subject property. The project is designed to maximize the housing density of the site while remaining substantially consistent with the with development standards for the P-1 district as well as design standards for the district. Thus, a deviation for a 9-foot side yard (where 20 feet is required) to allow construction of the apartment building is necessary to maximize housing density. The degree to which the building encroaches into the side yard is negligible and allows for a quality multiple-family development to be constructed on the subject property. Furthermore, there is a low likelihood that the adjacent raw-water Contra Costa Canal or U.S. Bureau of Reclamation property to the north of the project site would be developed with residential, commercial, or any similar use; thus, the Alves Lane Apartments would remain more than 100 feet from the nearest residences or related uses to the north.

Project Finding – Retaining Walls (reduced front setback and side yard): The project involves constructing concrete retaining walls up to 5 feet in height along the Alves Lane/Canal Road frontage and up to 9 feet in height adjacent to the northern property line for the improved safety and secure use of the development. Thus, deviations for a 2-foot setback (where 10 feet is required) and a 1-foot side yard (where 20 feet is required) are necessary for retaining walls over three feet in height. The project site has a natural downward slope to the north with existing elevations ranging from approximately 119 feet to 138 feet above sea level, for an average five-percent slope gradient. Areas of the lot with the greatest slope are those immediately adjacent to Alves Lane/Canal Road, ranging between a six- and sixteen-percent slope gradient. In addition, due to the irregular shape of the site and sloped areas immediately adjacent to the Canal, adequate flat area is not available throughout the project site. Thus, retaining walls are provided on the north side of the project site where needed to accommodate and shore up the flat building space. In addition, the retaining walls adjacent to the Canal are similar in height to the retaining walls for the residential development north of the Canal, and therefore are compatible with other retaining walls in the area. Therefore, the project will remain consistent with the

intent and purpose of the P-1 district in this part of the County where nearby developments face similar circumstances due to varied topography in the area.

Project Finding – Side Yard Aggregate: The applicant has designed the project to take advantage of State and County Density Bonus regulations in order to maximize housing density on an otherwise vacant lot near the Pittsburg/Bay Point BART train station. The requested deviations to reduce side yard standards for off-street parking, and the apartment building translates to a necessary deviation for a 28-foot side yard aggregate (where 40 feet is required). The encroachment into the side yard areas is minimal and limited. In addition, the project maintains a substantial setback from the property line at the Alves Lane/Canal Road frontage to the apartment structure.

The Alves Lane Apartments development is a land use that is substantially consistent with development standards and design principles for the Bay Point P-1 district as summarized in the Bay Point Redevelopment Area Design Guidelines. Thus, the requested deviations are consistent with the intent and purpose of the Bay Point P-1 District to provide multiple-family housing land uses within MM land use designations.

2) *The proposed project shall be compatible with other uses in the vicinity, both inside and outside the district.*

Project Finding: Development within the Bay Point P-1 district is dictated by a parcel's underlying General Plan land use designation. As such, the applicable front setback and side and rear yard standards vary throughout the Bay Point area. The subject property is within a Multiple-Family Residential, Medium Density (MM) designation which requires a 10-foot front setback, 20-foot minimum side yard, and 40-foot side yard aggregate. The applicable side yard standards for multiple-family residential land use designations depend on the width of the lot and range from a 3-foot minimum and 6-foot aggregate for lots up to 31 feet in width, to a 20-foot minimum and 40-foot aggregate for lots that are 140 feet or more in width, such as the subject property. Other land use designations in the Bay Point area, which allow similar multiple-family residential densities and commercial uses, allow 0-foot front setbacks (M-4) or 3-foot setbacks (M-5). Considering that similar developments inside and outside the Bay Point district are typically allowed reduced setbacks or yards for off-street parking and structures, and the negligible degree that the project exceeds the applicable standards, the granting of the requested deviations for the Alves Lane Apartments development is compatible with other, similar uses in the vicinity, both inside and outside of the district.

E. Exception Findings:

Approval of an exception request in accordance with Chapter 914-2.004 of the County Code to allow a diversion from drainage area (DA) 48B to DA 48D is based on the following:

1) *That there are unusual circumstances or conditions affecting the property.*

   Project Finding: The existing Drainage Area (DA) 48B watershed map does not accurately reflect the existing topography of the project site, creating an unusual circumstance that affects the property.

2) *That the exception is necessary for the preservation and enjoyment of substantial property rights of the Applicant.*

   Project Finding: The difference between the existing DA 48B watershed map and the existing topography of the project site is significant. Connecting to DA 48B, Line B would require the project to trench storm drain improvements back uphill through the high point of Alves Lane/Canal Road, requiring trenches in excess of 20-feet deep, and requiring a private lift station to connect to the existing public storm drain inverts. Both improvements would add significant financial burden, limiting the economic viability of the development of the project.

3) *That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.*

   Project Finding: Preliminary calculations show that the requested diversion does not create a significant impact on the capacity of the existing DA 48D, Line AA drainage system. The risk of increased flooding and resultant property damage within the Line AA drainage area is not significant. Therefore, this exception is not materially detrimental to the public welfare or injurious to other property in the territory of this property.

B. Government Code Section 65863 (SB 166, 2017)
(Referenced subsections are from the above-referenced Government Code)

1) *No city, county, or city and county shall, by administrative, quasi-judicial, legislative, or other action, reduce, or require or permit the reduction of, the residential density for any parcel to, or allow development of any parcel at, a lower residential density, as defined in paragraphs (1) and (2) of subdivision (g), unless the city, county, or city and county makes written findings supported by substantial evidence of both of the following:*

   (A) The reduction is consistent with the adopted general plan, including the housing element.

   (B) The remaining sites identified in the housing element are adequate to meet the requirements of Section 65583.2 and to accommodate the jurisdiction's share of the regional housing need pursuant to Section 65584. The finding shall include a quantification of the remaining unmet need for the jurisdiction's share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.

Project Finding: The developer is proposing to maximize the number of residential units on the site through the request for a density bonus. The subject property is located in a Multiple-Family Residential, Medium Density (MM) General Plan land use designation which allows up to 21.9 units per net acre or up to 83 units for the project. The density bonus request will increase the maximum density allowed under the MM General Plan land use designation by 20 percent, for a total of 100 residential units for the site.

2) *If a city, county, or city and county, by administrative, quasi-judicial, legislative, or other action, allows development of any parcel with fewer units by income category than identified in the jurisdiction's housing element for that parcel, the city, county, or city and county shall make a written finding supported by substantial evidence as to whether or not remaining sites identified in the housing element are adequate to meet the requirements of Section 65583.2 and to accommodate the jurisdiction's share of the regional housing need pursuant to Section 65584. The finding shall include a quantification of the remaining unmet need for the jurisdiction's share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.*

   Project Finding: A component of preparing the County's Housing Element for the General Plan is the identification of vacant and underutilized sites suitable for residential development, and an evaluation of the housing development potential of these sites in fulfilling the County's share of the regional housing needs as determined by the Association of Bay Area Governments. The subject property is identified in the County's 2015-2022 Housing Element Sites Inventory (the "Inventory") with a potential for residential units affordable to lower-income earners. Due to the number of units proposed, the project is also subject to the County's Inclusionary Housing Ordinance (Chapter 822-4). Pursuant to Section 822-4.402 (b) of the County Ordinance Code, at least 15 percent of the rental units need to be constructed and rented as inclusionary units to lower income households. The applicant will comply with the Inclusionary Housing Ordinance by constructing 13 lower income affordable units. Pursuant to the County's Residential Bonus Ordinance (Section 822-2), the 13 units within the development for lower income residents meets the criteria for a 20% density bonus. Based on the maximum 83 units/net acre density for the 3.81-acre property, the 20% density bonus allows 17 additional units for a total of 100 units provided by the project. The project is designed as family housing with a mix of one-, two-, three-, and four-bedroom units. These unit types will increase housing opportunities for different size households for different income categories which all contribute towards the regional housing need for the County and provide needed housing units for the region.

3) *If a reduction in residential density for any parcel would result in the remaining sites in the housing element not being adequate to meet the requirements of Section 65583.2 and to accommodate the jurisdiction's share of the regional housing need pursuant to Section*

65584, the jurisdiction may reduce the density on that parcel if it identifies sufficient additional, adequate, and available sites with an equal or greater residential density in the jurisdiction so that there is no net loss of residential unit capacity.

If the approval of a development project results in fewer units by income category than identified in the jurisdiction's housing element for that parcel and the jurisdiction does not find that the remaining sites in the housing element are adequate to accommodate the jurisdiction's share of the regional housing need by income level, the jurisdiction shall within 180 days identify and make available additional adequate sites to accommodate the jurisdiction's share of the regional housing need by income level. Nothing in this section shall authorize a city, county, or city and county to disapprove a housing development project on the basis that approval of the housing project would require compliance with this paragraph.

Project Finding: The approval of the 100-unit apartment project will not result in a reduction of residential density for any parcel or a net loss of residential unit capacity, and the remaining sites in the Inventory are sufficient to meet the County's unmet share of the regional housing need for the remainder of this cycle of the Housing Element.

F. California Environmental Quality Act (CEQA) Findings

In accordance with Section 15074 of the CEQA Guidelines, the County Planning Commission has considered the proposed mitigated negative declaration together with any comments received during the public review process, before making its recommendation. The County Planning Commission finds on the basis of the whole record before it, that there is no substantial evidence that the project will have a significant effect on the environment, that the mitigated negative declaration reflects the lead agency's independent judgment and analysis, and that the preparation of an EIR is not required in accordance with Section 15064 of the CEQA and County Guidelines.

CONDITIONS OF APPROVAL

Project Approval

1. **Development Plan approval** is granted to allow the construction and establishment of a new 100-unit apartment complex with one, 99,413 square-foot building and associated roadway, drainage, and utility improvements.

2. **Deviation approval** from development standards for the Bay Point P-1 is granted for the following:

    - A 6-foot front setback (where 10 feet is required) and a 7-foot side yard (where 20 feet is required) to allow parking spaces within the setback;

- A 9-foot side yard (where 20 feet is required) to allow the construction of the apartment building;
- A 1-foot side yard (where 20 feet is required) to allow the construction of retaining walls over 3 feet in height;
- A 28-foot side yard aggregate (where 40 feet is required) to allow parking, and the construction of retaining walls and residential improvements; and,
- Front setbacks as small as 2-feet (where 10 feet is required) to allow the construction of retaining walls over 3 feet in height

3. **Exception approval** is granted from the collect and convey requirements of County Code Section 914-2.004 to allow a diversion from drainage area (DA) 48B to DA 48D, pursuant to Section 92-6.002 of the County Ordinance Code.

4. **Density bonus approval is granted** for the following:

    - A 20% density bonus to allow 17 additional units for a total of 100 units;
    - One (1) project concession for a project height up to 45 feet (where 30 feet is the maximum pursuant to the Pittsburg/Bay Point BART Station Area Specific Plan); and
    - 203 off-street parking spaces as provided for under California Government Code Section 65915(p)

5. The approvals described above are granted based on and as generally shown on the following documents:

    - Application and materials received by the Department of Conservation and Development, Community Development Division (CDD) on May 22, 2020.
    - Revised Architectural, Landscape, and Lighting plans received on August 7, 2020.
    - Revised Civil/Grading plans received on October 30, 2020.
    - Revised Preliminary Utility Plan – Alternative received on May 9, 2021.
    - Public Improvements Exhibit (Civil plan) received on August 12, 2021

6. This approval allows for a maximum of 100 apartment units for rental.

Application Costs

7. The development plan application was subject to an initial deposit of $5,000.00. Applications are subject to time and material costs if the application review expenses exceed the initial deposit. **Any additional fee due must be paid prior to an application for a grading or building permit, or 60 days of the effective date of this permit, whichever occurs first**. The fees include costs through permit issuance and final file preparation. Pursuant to Contra Costa County Board of Supervisors Resolution Number 2019/553, where a fee payment is over 60 days past due, the Department of Conservation and Development may seek a court judgement against the applicant and will charge interest at a rate of ten percent (10%) from the date of judgement. The applicant may obtain current costs by contacting the project planner. A bill will be mailed to the applicant shortly after permit issuance in the event that additional fees are due.

Indemnification

8. The applicant agrees to defend, indemnify, and hold harmless Contra Costa County and its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, and employees to attack, set aside, void, or annul this approval. The applicant also agrees to defend, indemnify, and hold harmless Contra Costa County and its agents, officers, and employees from any and all liability caused by negligent or wrongful acts of the applicant, its agents, or employees arising out of the issuance or exercise of this Development Plan permit, or the interpretation of any of its provisions, and to pay all claims, damages, judgements, legal costs, adjuster fees, and attorney fees incurred by the County or its agents, officers, and employees related thereto. The applicant shall be entitled to select its own legal counsel in the defense of all such actions. The applicant shall provide written acknowledgement and acceptance of this condition of approval.

Compliance Report

9. **At least 30 days prior to CDD stamp-approval of plans for issuance of a building or grading permit or initiation of uses granted under this permit, whichever occurs first,** the applicant shall submit a report on compliance with the conditions of approval of this permit for review and approval of the CDD. The fee for the permit compliance review application is a deposit of $1,500.00 that is subject to time and material costs. Should staff costs exceed the deposit, additional fees will be required.

   Except for those conditions administered by the Public Works Department, the report shall list each condition followed by a description of what the applicant has provided as evidence of compliance with that condition. A copy of the permit conditions of approval may be obtained from the CDD.

10. This Development Plan Permit includes approval of the design for the 100-unit apartment building. Any changes to the approved plans stated above must be submitted for review and approval of the CDD, and may require the submittal of an application, if deemed necessary.

Lot Line Adjustment

11. **Prior to CDD stamp-approval of plans for issuance of building or grading permits**, the applicant shall obtain approval of and record a lot line adjustment to merge the two parcels that comprise the project site.

Inclusionary Housing and Density Bonus

12. This project is subject to the Inclusionary Housing Ordinance (Chapter 822-4). Terms and definitions regarding the Inclusionary Housing Ordinance are pursuant to this chapter. Pursuant to Section 822-4.402(a), in a residential development of 83 rental units, at least fifteen percent of the rental units shall be developed and rented as inclusionary units.

    The applicant, owner, and/or developer (Applicant) is required to construct 12.45 inclusionary units for the project. The Applicant has submitted an Inclusionary Housing Plan dated received March 2, 2021, which proposes to construct and rent ten (10) lower income (80% Area Median Income (AMI)) housing units and three (3) very low income (50% AMI) housing units.

    The Applicant also submitted a density bonus request dated received March 2, 2021, which proposed to construct 13 units of the housing development for lower income households and very low-income households for a 20 percent density bonus pursuant to Government Code 65915(b) and the Residential Density Bonus Ordinance (Chapter 822-2). An 83-unit rental housing project with a 20 percent density bonus would allow for a 100-unit housing development. This project will include 87 market-rate units and 13 affordable housing units.

    Density Bonus – Concession/Incentive

    Pursuant to Government Code 65915, the Applicant may request one project concession/incentive for providing 10 percent of the total units of a housing development for low-income households (the Applicant is providing 13 low-income units) within the development. For use of the earned concession, the Applicant requested to allow the height of the building to be 45-feet in height instead of 30-feet as required by the Pittsburg/Bay Point BART Station Area Specific Plan (Development Zone III) zoning standards.

    The County accepted the Applicant's request for a development standard concession for a 45-foot maximum building height.

Density Bonus – Parking Ratio

Pursuant to Government Code 65915(p), the Applicant has proposed 203 off-street parking spaces for this project, which has been accepted by the County.

Inclusionary Housing and Density Bonus Developer Agreement

13. **At least 90 days prior to submittal of a building or grading permit application, whichever occurs first, and with the filing of a condition of approval compliance review application**, the Applicant shall execute an Inclusionary Housing and Density Bonus Housing Agreement (Agreement) to ensure that ten (10) of the approved units are affordable to and occupied by lower income households and three (3) of the approved units are affordable to and occupied by very low-income households. The Agreement shall be submitted to the Board of Supervisors for approval.

    The 13 on-site inclusionary units identified will include:

	Number of Units	
	Very Low-Income (50% AMI)	Lower-Income (80% AMI)
One bedroom	1	2
Two bedrooms	1	2
Three bedrooms	1	3
Four bedrooms		3

    Affordable rents shall be determined annually by the County and shall be adjusted for household size.

    The continued affordability of all lower-income rental units and very low-income rental units shall remain restricted and affordable to the designated income categories for fifty-five (55) years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.

    Definitions

    Terms and definitions used in these conditions of approval may be found in the above-referenced County Ordinance Codes and Government Code.

    (a) Affordable rent - means a rent, including a reasonable utility allowance determined by the Department of Conservation and Development Director, that does not exceed the following calculations pursuant to Health & Safety Code section 50053:

    Lower income: 80 percent AMI, adjusted for assumed household size, multiplied by 30 percent, and divided by 12.

Very low-income: 50 percent AMI, adjusted for assumed household size, multiplied by 30 percent, and divided by 12.

(b) Inclusionary Unit - means a rental unit that is required to be rented at an affordable rent to the households specified in Section 822-4.402.

(c) Lower Income Households – means a household whose income does not exceed the lower income limits applicable to Contra Costa County, adjusted for household size, as published, and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.

(d) Very Low-Income Households – means a household whose income does not exceed the very low-income limits applicable to Contra Costa County adjusted for household size, as published, and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50105.

General

14. The following are general terms for the granting of the density bonus and compliance with the Inclusionary Housing Ordinance.

    A. The Applicant hereby represents, warrants, and covenants that it will cause the Agreement to be recorded in the real property records of Contra Costa County, California, and in such other places as the County may reasonably request. The Applicant shall pay all fees and charges incurred in connection with any such recording. The recording of the Agreement shall occur **after the acceptance of the document by the County and prior to the filing of a building permit or grading permit**.

    B. The County will provide to the Applicant income certification forms to be completed by the renters. The income levels of all very low-income household and lower-income household applicants for units in the project shall be certified **prior to initial occupancy and annually thereafter,** and records shall be maintained by the Applicant over the entire term of the period of affordability.

    C. The thirteen (13) inclusionary units in the project shall be available for rent on a continuous basis to members of the general public who are income eligible. The Applicant shall not give preference to any particular class or group of persons in renting the units, except to the extent that the units are required to be rented to very low-income households and lower income households. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status,

national origin, source of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the rent of any unit in the Project, nor shall the Applicant or any person claiming under or through the Applicant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of renters of any unit or in connection with employment of persons for the construction of the project.

D. In addition to any other marketing efforts, the lower income units and very low-income units shall be marketed through local non-profit, social service, faith-based, and other organizations that have potential renters as clients or constituents. The Applicant shall translate marketing materials into Spanish and Chinese. A copy of the translated marketing materials and marketing plan shall be submitted to the Department of Conservation and Development **prior to the marketing of the inclusionary units and on an annual basis with the annual report**.

   Marketing may also include publicity through local television and radio stations as well as local newspapers including the Contra Costa Times, Classified Flea Market, El Mensajero, Thoi Bao Magazine, Berkeley/Richmond/San Francisco Posts, Korea Times, El Mundo, Hankook Il Bo, and the Sing Tao Daily.

E. Upon violation of any of the provisions of the Agreement by the Applicant, the County may give written notice to the Applicant specifying the nature of the violation. If the violation is not corrected to the satisfaction of the County within a reasonable period of time, not longer than thirty (30) days after the date the notice is deemed received, or within such further time as the County determines is necessary to correct the violation, the County may declare a default under this Agreement. Upon declaration of a default or if the County determines that the Applicant has made any misrepresentation in connection with receiving any benefits under this Agreement, the County may apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate.

<u>Development Standards</u>

15. The inclusionary units are subject to the standards of Section 822-4.412 of the County Ordinance.

16. All inclusionary units must be constructed and occupied **prior to or concurrently with the market rate units within the same residential development**.

<u>Location</u>

17. Inclusionary units must be dispersed throughout the residential development and have access to all on-site amenities that are available to market rate units.

Annual Reporting and Compliance Review

18. **Prior to the initial occupancy of each inclusionary unit**, the Applicant shall submit to the Department of Conservation and Development, a condition of approval compliance review application and fee along with the following information for review and approval of qualified tenants: forms and documentation that demonstrates the tenants of the inclusionary units have been certified as a qualified lower income households or very low-income households. **A hold shall be placed on the final inspection of the building permit** until all documentation has been deemed adequate by the Department of Conservation and Development.

19. **After the initial occupancy of the inclusionary units, the Applicant shall submit to the Department of Conservation and Development, a condition of approval compliance review application and fee along with an annual compliance review report for all inclusionary units and density bonus units.** The report must include the name, unit number, household size, income of each person occupying inclusionary units, identify the number of bedrooms and monthly rent or cost (including utility allowance) of each inclusionary unit, and affordability restriction of the unit. Tenants in rental housing developments shall provide consent to the owners to allow these disclosures. **The annual compliance review report is due April 1**.

20. The Applicant is responsible for keeping the Department of Conservation and Development informed of the contact information of the owner or local designee who is responsible for maintenance and compliance with this permit and how they may be contacted (i.e., mailing and email addresses, and telephone number) at all times.

    A. **Prior to submittal of a building or grading permit, whichever occurs first, and with the filing of a condition of approval compliance review application**, the Applicant shall provide the name of the owner or local designee representing the owner of the property for permit compliance and their contact information including phone number, e-mail address, and mailing address.

    B. **Should the contact subsequently change (e.g., new designee or owner), within 30 days of the change**, the Applicant shall issue a letter to the Department of Conservation and Development with the name of the new party who has been assigned permit compliance responsibility and their contact information. Failure to satisfy this condition may result in the commencement of procedures to revoke the permit.

Modifications

21. Should the Applicant modify the development, a new Housing Plan must be completed for the review and approval of DCD for compliance with the IHO requirements.

Modifications to the development may include, but are not limited to, a change in the location, size, type, or number of inclusionary housing units, or a change in the number, size, type, or location of the market-rate units.

Parking and Pedestrian Access

22. A total of 203 spaces shall be provided as surface parking pursuant to Government Code Section 65915.p(1).

23. A total of 20 electric vehicle charging spaces (EV spaces) shall be provided with no less than 10 spaces equipped with fully operational electric vehicle supply equipment (EVSE).

24. A total of 58 bicycle spaces shall be provided, consisting of 43 long-term bicycle spaces and 14 short-term bicycle spaces.

25. **At least 30 days prior to CDD stamp-approval of plans for issuance of building permits**, the applicant shall submit a pedestrian access plan with clearly identified pedestrian pathways from the Alves Lane/Canal Road frontage, and the parking areas, to building entries, pursuant to the Bay Point Area Design Guidelines for the Bay Point P-1 zoning district.

Transportation Demand Management (TDM) Program

26. The applicant shall implement a project-specific Final Transportation Demand Management (TDM) Program with the goal of encouraging residents of the development to use alternate modes of transportation. **Prior to CDD stamp-approval of plans for issuance of building or grading permits**, the applicant shall submit a conceptual TDM program, which complies with the standards of the County TDM Ordinance. The conceptual TDM Program shall be subject to review and approval of the CDD.

Signage

27. One monument sign identifying the development is approved. **At least 30 days prior to CDD stamp-approval of plans for issuance of the initial building permits**, the applicant shall submit signage plans for the review and approval by the CDD. The monument sign shall be designed pursuant to the Bay Point Area Design Guidelines for the Bay Point P-1 zoning district.

28. Any new or modified signs at the project site shall be subject to review and approval by the CDD. **At least 30 days prior to obtaining a building permit** for any new or modified sign, an application for compliance review shall be submitted.

Climate Action Plan Consistency

29. **Prior to CDD stamp-approval of plans for issuance of building permits**, the applicant shall provide evidence (construction plan details/notes) that the proposed project meets all standards listed in Table-E.1 (Standards for CAP Consistency – New Development) of the County Climate Action Plan's Appendix-E.

Park Impact and Park Dedication Fees

30. **Prior to issuance of a building permit for the multiple-family residential building**, the applicant shall pay the applicable park impact fee as established by the Board of Supervisors.

31. **Prior to issuance of a building permit for the multiple-family residential building**, the applicant shall pay the applicable park dedication fee as established by the Board of Supervisors.

Child Care

32. The project sponsor shall mitigate the need for the additional child care created by the proposed development **via one or a combination** of the following methods (**MM POP-1**):

    - At the time of building permit issuance for the residential building, the developer shall pay a per unit fee ($0.00 per studio or 1-bedroom unit; $100 per unit with 2+ bedrooms) to the County to contribute towards expanding and improving child care in the geographical region pursuant to County Code Chapter 82-22. For the Project, this fee would total $8,500.00.

    - The developer may contract with CocoKids to recruit and train additional family child care providers, with a special focus on recruiting providers to provide infant/toddler and school-age care. The contract shall be subject to review by the CDD.

    - The developer may contribute funds directly to child care centers located adjacent to elementary schools in the area to improve and expand facilities to provide care for school-age children. The fund contribution amount shall be sufficient enough to substantially accommodate the additional child care need created by the project and shall be subject to review and approval of and the CDD.

    - The developer may contribute funds directly to family child care providers in Bay Point to encourage providers to care for infants, toddlers, and school-age children. These funds may be used for training or the purchase of infant equipment. The fund contribution amount shall be sufficient to train a sufficient number of

additional staff or to purchase enough equipment to substantially meet the additional child care demand created by the proposed development. The fund amount shall be subject to review and approval of CocoKids and the CDD.

Aesthetics

33. **Prior to CDD stamp-approval of plans for issuance of a building or grading permit, whichever occurs first**, a final landscape and irrigation plan that is compliant with the State Model Water Efficient Landscape Ordinance, or the County's water conservation ordinance if one has been adopted, shall be submitted to the CDD for review and approval. The plans shall be designed in general accord with the preliminary landscape plans received by the CDD on August 7, 2020. The purpose of the final landscaping plan is to enhance the aesthetics of the property and to help screen the building from adjacent properties and from northerly viewpoints towards the Suisun Bay and Sacramento/San Joaquin River Delta. **MM AES-1**

    Prior to requesting a final inspection, the approved landscaping shall be installed and evidence of the installation (e.g., photos) shall be provided for the review and approval of the CDD.

34. All outdoor lighting, including façade, yard, security, and streetlights, shall be oriented down towards building and parking areas on the subject property. **MM AES-2**

35. External illumination shall be shielded, where necessary, to avoid glare and to ensure that lighting is contained within the subject property. **MM AES-3**

36. The use of highly reflective materials, including, but not limited to, glass and unfinished metals, shall be prohibited from use. **MM AES-4**

37. All exterior components of the proposed residential buildings, trash and other enclosures, and structures within the private recreational area and dog park shall be finished with paints or other materials with a reflectivity of less than 55 percent. **MM AES-5**

Biological Resources

38. **Pre-Construction Avian Survey** – If project construction-related activities would take place during the nesting season (February through August), preconstruction surveys for nesting passerine birds and raptors (birds of prey) within the Property and the large trees within the adjacent area should be conducted by a competent biologist **no more than five (5) days prior to the commencement of site grading or construction activities**. If any bird listed under the Migratory Bird Treaty Act is found to be nesting within the project site or within the area of influence, an adequate protective buffer zone should be established by a qualified biologist to protect the nesting site. This buffer shall be a minimum of 75 feet from the project activities for passerine birds, and a minimum of 200

feet for raptors. The distance shall be determined by a competent biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a competent biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid project construction zones (typically by August), the project can proceed without further regard to the nest site(s).**MM BIO-1**

39. **Erosion Control** – **Prior to any ground disturbance**, the appropriate best management practices (BMP's) for erosion and sediment control including, but not limited to, a silt construction fence, hay bales, and placement of straw mulch shall be installed around the construction site. No drainage, project runoff, or debris may enter the Contra Costa Canal or U.S. Bureau of Reclamation property. After construction, hydro seeding of exposed soils shall be completed as identified in the Storm Water Pollution Prevention Plan (SWPPP). **MM BIO-2**

Cultural Resources

The following conditions shall be included on all sets of construction drawings:

40. Should archaeological materials be uncovered during grading, trenching, or other on-site excavation(s), all earthwork within 50 feet, or a larger distance as determined necessary by a qualified archaeologist, of the materials shall be stopped until a qualified archeologist certified by the Society for California Archaeology (SCA) and/or the Society of Professional Archaeology (SOPA), and the Native American Tribe that has requested consultation and/or demonstrated interest in the project, has had an opportunity to evaluate the significance of the find, and, if deemed necessary, suggest appropriate mitigation(s). **MM CUL-1**

41. If any significant cultural materials such as artifacts, human burials, or the like are encountered during construction operations, such operations shall cease within 10 feet of the find, the CDD shall be notified within 24 hours, and a qualified archaeologist contacted and retained for further recommendations. Significant cultural materials include, but are not limited to, aboriginal human remains, chipped stone, groundstone, shell and bone artifacts, concentrations of fire cracked rock, ash, or charcoal. Historical materials can include wood, stone, concrete, or adobe footings, walls and other structural remains; debris-filled wells or privies; and deposits of wood, glass ceramics, and other refuse. **MM CUL-2**

42. Appropriate mitigation of any discovered cultural resources may include monitoring of further construction and/or systematic excavation of the resources. Any artifacts or samples collected as part of the initial discovery, monitoring, or mitigation phases shall be properly conserved, catalogued, evaluated, and curated, and a report shall be prepared

documenting the methods, results, and recommendations. The report shall be submitted to the Northwest Information Center and appropriate Contra Costa County agencies. **MM CUL-3**

43. Should human remains be uncovered during grading, trenching, or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until the County coroner has had an opportunity to evaluate the significance of the human remains and determine the proper treatment and disposition of the remains. Pursuant to California Health and Safety Code Section 7050.5, if the coroner determines the remains may be those of a Native American, the coroner is responsible for contacting the Native American Heritage Commission (NAHC) by telephone within 24 hours. Pursuant to California Public Resources Code Section 5097.98, the NAHC will then determine a Most Likely Descendant (MLD) tribe and contact them. The MLD tribe has 48 hours from the time they are given access to the site to make recommendations to the land owner for treatment and disposition of the ancestor's remains. The land owner shall follow the requirements of Public Resources Code Section 5097.98 for the remains. **MM CUL-4**

Geotechnical/Soils

44. A corrosion engineer licensed in California shall be retained to review the data gathered during preliminary corrosion potential testing and to determine if additional testing is warranted, and/or if special design and construction recommendations can be provided. This report of the Corrosion Engineer shall be submitted for peer review by the CDD and the County Peer Review Geologist **prior to CDD stamp-approval of plans for issuance of a building permit**. **MM GEO-1**

45. **Prior to CDD stamp-approval of plans for issuance of a building or grading permit, whichever is first**, the project proponent shall submit an updated, wet-signed and stamped geotechnical report to the County, for review by the CDD and the County Peer Review Geologist, which includes the following: a) a review of the soil corrosion testing results and an evaluation of the adequacy of that testing to draw design-level recommendations; b) recommendations to mitigate the long-term effect of corrosive soil or an evaluation and recommendation of a corrosion engineer licensed in the State of California; c) a review of the grading, drainage, and foundation plans, and the foundation details component of the construction drawings and specifications, to verify they conform to the intent of the geotechnical recommendations; d) a response regarding issues of existing fill; and e) recommendations to ensure that the rate of sediment accumulation in the bio-retention basins are kept to an absolute minimum. **MM GEO-2**

46. The geologic review fee in the amount of $3,000 shall accompany the first design-level geotechnical report(s) submitted to the County for review by the CDD and County Peer Review Geologist

47. Geotechnical observation and testing shall be administered during construction activities. The monitoring shall commence during clearing, and extend through grading, placement of fill and aggregate base, installation of drainage facilities, and foundation related work. These observations will allow the project geotechnical engineer to compare actual exposed conditions with anticipated conditions, and to verify that the contractor's work conforms with the geotechnical aspects of the plans and specifications. **Prior to requesting a final grading inspection**, the project proponent shall submit a report from the project geotechnical engineer that documents their observation and testing services to that stage of construction, including monitoring, and testing of backfill required for utility and drainage facilities.

    Similarly, **prior to requesting a final building inspection for all buildings for human occupancy** in the project as defined by the building code (2,000 person hrs./year), the project proponent shall submit a letter or report from the geotechnical engineer documenting the monitoring services associated with implementation of final grading, drainage, paving and foundation-related work. If the final inspection of all buildings is to be performed at one time, the geotechnical engineer's final report may address the entire project; if final inspections are to be staged over a period of time, there shall be geotechnical letters for each building/grouping of buildings at the time that the final building inspection is requested. **MM GEO-3**

48. Should unique paleontological materials be uncovered during grading, trenching, or other on-site excavation(s), all earthwork within 30 yards of the materials shall be stopped until the CDD has been notified, and a qualified paleontologist contacted and retained to evaluate the significance of the find, and, if deemed necessary, suggest appropriate mitigation(s). **MM GEO-4**

Hydrology/Water Quality

49. No drainage (e.g., runoff, debris, stormwater) from the project site may drain into the Contra Costa Canal or U.S. Bureau of Reclamation property at any time during construction or operation. **MM HYD-1**

50. **Prior to any trenching for water main pipelines or installation of pipelines**, the applicant shall coordinate all activities with the Contra Costa Water District (CCWD) and submit evidence (e.g., permit or letter), for CDD review, that the CCWD consents to trenching, construction, or installation of pipelines across the CCWD multi-purpose pipeline or U.S. Bureau of Reclamation property. **MM HYD-2**

51. **Prior to any trenching for water main pipelines or installation of pipelines**, netting, a silt construction fence, and/or other sufficient barriers shall be installed along and below the bridges to prevent debris from entering the Contra Costa Canal. At no time shall

construction equipment be allowed to enter the Canal or U.S. Bureau of Reclamation property without consent of the CCWD. **MM HYD-3**

52. No portion of the existing chain link fence along the Contra Costa Canal/U.S. Bureau of Reclamation property shall be altered or removed.

Air Quality

53. The following mitigations shall be included on all construction plans and implemented throughout the construction phase of the project:

    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. **MM AIR-1**

    b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. **MM AIR-2**

    c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. **MM AIR-3**

    d. All vehicle speeds on unpaved roads shall be limited to 15 mph. **MM AIR-4**

    e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. **MM AIR-5**

    f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. **MM AIR-6**

    g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. **MM AIR-7**

    h. The property owner or site contractor shall post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. **MM AIR-8**

    i. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel. **MM AIR-9**

j. All contractors shall use equipment that meets the California Air Resources Board's (CARB) most recent certification standard for off-road heavy duty diesel engines. **MM AIR-10**

Noise

54. Window and balcony/patio door assembly upgrades are recommended for portions of the residences of the development. All upgrades, as shown in Figures 4 through 7 of the approved environmental noise assessment study, shall be implemented to achieve recommended minimum STC ratings. **MM NOI-1**

55. Mechanical ventilation (air conditioning) shall be provided for all residences in this development to allow occupants to close doors and windows as desired to achieve compliance with the applicable interior noise level criteria. **MM NOI-2**

56. A pre-construction meeting with the job inspectors and the general contractor/onsite manager shall be held **at least one week in advance of ground disturbance** to confirm that all noise mitigation measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed prior to beginning construction. **MM NOI-3**

57. The applicant shall notify neighbors within 300 feet of the subject property **at least one week in advance of grading and construction activities**. **MM NOI-4**

58. The applicant shall designate a construction noise coordinator who will be responsible for implementing the noise control measures and responding to complaints. This person's name and contact information shall be posted clearly on a sign at the project site and shall also be included in the notification to properties within 300 feet of the project site. The construction noise coordinator shall be available during all construction activities and shall maintain a log of complaints, which shall be available for review by County staff upon request. **MM NOI-5**

59. The following construction restrictions shall be implemented during project construction and shall be included on all construction plans. **MM NOI-6**

    a. The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties, including, but not limited to noise. This shall be communicated to project-related contractors.

    b. The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.

c. Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except the hours for transportation to and from the site are limited to 9:00 am to 4:00 pm.

d. All construction activities shall be limited to the hours of 8:00 am to 5:00 pm, Monday through Friday, and are prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

New Year's Day (State and Federal)
Birthday of Martin Luther King, Jr. (State and Federal)
Washington's Birthday (Federal)
Lincoln's Birthday (State)
President's Day (State and Federal)
Cesar Chavez Day (State)
Memorial Day (State and Federal)
Independence Day (State and Federal)
Juneteenth (State)
Labor Day (State and Federal)
Columbus Day (State and Federal)
Veterans Day (State and Federal)
Thanksgiving Day (State and Federal)
Day after Thanksgiving (State)
Christmas Day (State and Federal)

For details on the dates the State and federal holidays occur, please visit the following websites:

Federal: http://www.federalreserve.gov/aboutthefed/k8.htm
State: http://www.sos.ca.gov/state-holidays/

General Construction Restrictions

60. **At least one week prior to grading and construction activities**, the applicant shall submit photographic evidence to the CDD of: the posted and publicly visible sign(s) regarding dust and noise complaints (COA #53h and #58), the date of the pre-construction meeting with the job inspectors and the general contractor/onsite manager (COA #56), and the notice to be mailed to neighbors within 300 feet of the project site (COA #57).

61. The site shall be maintained in an orderly fashion. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles. Following the cessation of construction activity; all construction debris shall be removed from the site.

62. A publicly visible sign shall be posted on the property with the telephone number and person to contact regarding construction-related complaints. This person shall respond

and take corrective action within 24 hours. The CDD phone number shall also be visible to ensure compliance with applicable regulations.

63. Construction equipment and materials shall be stored onsite.

PUBLIC WORKS

CONDITIONS OF APPROVAL FOR PERMIT CDDP20-03011

Applicant shall comply with the requirements of Title 8, Title 9, and Title 10 of the Ordinance Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan submitted to the Department of Conservation and Development on December 8, 2020.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT AND PRIOR TO INITIATION OF THE USE PROPOSED UNDER THIS PERMIT.

General Requirements

64. Improvement plans prepared by a registered civil engineer shall be submitted to the Public Works Department, Engineering Services Division, along with review and inspection fees, and security for all improvements required by the Ordinance Code for the conditions of approval of this permit. Any necessary traffic signing and striping shall be included in the improvement plans for review by the Transportation Engineering Division of the Public Works Department.

Roadway Improvements (Alves Lane/Canal Road):

65. Applicant shall construct curb, 5-foot monolithic sidewalk (measured from face of curb), necessary longitudinal and transverse drainage, street lighting, and pavement widening along the frontage of Alves Lane/Canal Road. Applicant shall construct face of curb a minimum of 17 feet from the road centerline.

66. Applicant shall construct curb, 5-foot monolithic sidewalk (measured from face of curb), necessary longitudinal and transverse drainage approximately 700 feet east of the properties to the existing sidewalk along Alves Lane/Canal Road.

67. Any cracked and displaced curb, gutter, and sidewalk shall be removed and replaced along the project frontage of Alves Lane/Canal Road. Concrete shall be saw cut prior to removal. Existing lines and grade shall be maintained. New curb and gutter shall be doweled into existing improvements.

68. Applicant shall construct a street type connection with 20-foot radii curb returns in lieu of standard driveway depressions at the private driveways on Alves Lane/Canal Road.

69. The applicant shall gate the western driveway for emergency vehicle access (EVA) purposes only. The western access as proposed is relatively steep and the applicant shall flatten the driveway access or provide Fire District approval that fire apparatus can access without issue.

70. Applicant shall locate any vehicular entrance gates a minimum of 20 feet from the edge of pavement to allow vehicles to queue without obstructing through traffic. Sufficient area shall be provided outside any gate to allow a vehicle to turn around and re-enter Alves Lane/Canal Road in a forward direction.

Access to Adjoining Property:

Proof of Access

71. Applicant shall furnish proof to the Public Works Department of the acquisition of all necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.

Encroachment Permit

72. Applicant shall obtain an encroachment permit from the Application and Permit Center, if necessary, for construction of driveways or other improvements within the right-of-way of Alves Lane/Canal Road.

Site Access

73. Applicant shall only be permitted access at the locations shown on the approved site/development plan.

Abutter's Rights

74. Applicant shall relinquish abutter's rights of access along Alves Lane/Canal Road with the exception of the proposed site accesses.

Road Alignment/Intersection Design/Sight Distance:

Sight Distance

75. Applicant shall provide sight distance at the on-site driveways and Alves Lane/Canal Road for a design speed of 35 miles per hour. The applicant shall trim vegetation, as necessary, to provide sight distance at these driveways. Any new landscaping, signs, fencing, retaining walls, or other obstructions proposed at the driveways shall be setback to ensure that the sight lines are clear.

Street Lights:

76. Property owner(s) shall annex to the Community Facilities District (CFD) 2010-1 formed for Countywide Street Light Financing. Annexation into a street light service area does not include the transfer of ownership and maintenance of street lighting on private roads.

Road Dedications:

77. Property Owner shall convey to the County, by Offer of Dedication, the right-of-way necessary for the planned future width of 5 feet along the frontage of Canal Road.

Pedestrian Facilities:

Pedestrian Access

78. Curb ramps and driveways shall be designed and constructed in accordance with current County standards. A detectable warning surface (e.g., truncated domes) shall be installed on all curb ramps. Adequate right-of-way shall be dedicated at the curb returns to accommodate the returns and curb ramps; accommodate a minimum 4-foot landing on top of any curb ramp proposed.

79. Applicant shall design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act. This shall include all sidewalks, paths, driveway depressions, and curb ramps.

Utilities/Undergrounding:

80. Applicant shall underground all new and existing utility distribution facilities. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

Drainage Improvements:

Collect and Convey

81. The applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code.

Exception

82. The applicant shall be permitted an exception to allow a diversion of stormwater entering and/or originating on the subject property from DA 48B to DA 48D provided that the applicant verifies the adequacy of the stormwater facility or natural watercourse to which the stormwater shall be directed. **Prior to issuance of a grading permit**, the applicant shall submit improvement plans for proposed drainage improvements, and a drainage report with hydrology and hydraulic calculations to the Engineering Services Division of the Public Works Department for review and approval that demonstrates the adequacy of the in-tract drainage system and the downstream drainage system. If the off-site conveyance system or ultimate drainage facility or natural watercourse to which stormwater is proposed to be diverted is inadequate, the applicant shall be responsible for all costs related to the construction and/or right-of-way acquisition related to any necessary improvements to make the system adequate.

Miscellaneous Drainage Requirements:

83. The applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.

84. Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

National Pollutant Discharge Elimination System (NPDES):

85. The applicant shall be required to comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (San Francisco Bay - Region II).

    Compliance shall include developing long-term best management practices (BMPs) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long-term BMPs in accordance with the Contra Costa Clean Water Program for the site's storm water drainage:

    a. Minimize the amount of directly connected impervious surface area.

    b. Install approved full trash capture devices on all catch basins (excluding catch basins within bioretention basins) as reviewed and approved by Public Works Department. Trash capture devices shall meet the requirements of the County's NPDES permits.

    c. Place advisory warnings on all catch basins and storm drains using current storm drain markers.

d. Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.

e. Shallow roadside and on-site swales.

f. Distribute public information items regarding the Clean Water Program and lot specific IMPs to buyers.

g. Other alternatives comparable to the above as approved by Public Works Department.

Stormwater Management and Discharge Control Ordinance:

86. The applicant shall submit a FINAL Storm Water Control Plan (SWCP) and a Stormwater Control Operation and Maintenance Plan (O+M Plan) to the Public Works Department, which shall be reviewed for compliance with the County's National Pollutant Discharge Elimination System (NPDES) Permit and shall be deemed consistent with the County's Stormwater Management and Discharge Control Ordinance (§1014) prior to issuance of a building permit. To the extent required by the NPDES Permit, the Final Stormwater Control Plan and the O+M Plan will be required to comply with NPDES Permit requirements that have recently become effective that may not be reflected in the preliminary SWCP and O+M Plan. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.

87. Improvement Plans shall be reviewed to verify consistency with the final SWCP and compliance with Provision C.3 of the County's NPDES Permit and the County's Stormwater Management and Discharge Control Ordinance (§1014).

88. Stormwater management facilities shall be subject to inspection by the Public Works Department staff; all time and materials costs for inspection of stormwater management facilities shall be borne by the applicant.

89. **Prior to final occupancy** the property owner(s) shall enter into a standard Stormwater Management Facility Operation and Maintenance Agreement with Contra Costa County, in which the property owner(s) shall accept responsibility for and related to operation and maintenance of the stormwater facilities, and grant access to relevant public agencies for inspection of stormwater management facilities.

90. **Prior to final occupancy** the property owner(s) shall annex the subject property into Community Facilities District (CFD) No. 2007-1 (Stormwater Management Facilities), which funds responsibilities of Contra Costa County under its NPDES Permit to oversee the ongoing operation and maintenance of stormwater facilities by property owners.

91. Any proposed water quality features that are designed to retain water for longer than 72 hours shall be subject to the review of the Contra Costa Mosquito & Vector Control District.

ADVISORY NOTES

ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

   Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations, or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90th day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.

B. Additional requirements may be imposed by the following agencies and departments:

   - Contra Costa County Building Inspection Division
   - Contra Costa County Public Works
   - Contra Costa Environmental Health Division
   - Contra Costa County Fire Protection District
   - Contra Costa Water District
   - Golden State Water Company
   - Delta Diablo (fka Delta Diablo Sanitation District)
   - U.S. Bureau of Reclamation (Contra Costa Canal)

   The Applicant is strongly encouraged to review these agencies' requirements prior to continuing with the project.

C. As determined by the U.S. Bureau of Reclamation Property, this project may be subject to the requirements of the National Environmental Policy Act (NEPA) if any portion of the project is located on U.S. Bureau of Reclamation Property.

D. Applicant shall comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the East Contra Costa Regional Fee & Finance Authority/ Regional Transportation Development Impact Mitigation (ECCRFFA/RTDIM) and Bay Point Areas of Benefit.

E. This project may be subject to the requirements of the California Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, Bay Delta Region (Region 3), 2825 Cordelia Road, Suite 100, Fairfield, CA 94534, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Wildlife Code.

F. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

G. Comply with the Drainage Fee Ordinance requirements for Drainage Area 48B, as adopted by the Board of Supervisors. This fee must be paid prior to issuance of a building permit.

Department of Conservation and Development

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

Contra Costa County

John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Amalia Cunningham
Assistant Deputy Director

Kelli Zenn
Business Operations Manager

March 31, 2022

Loren Messeri
Meta Housing Corporation
11150 W. Olympic Blvd., Suite 620
Los Angeles, CA 90064

RE: Development Plan: Design Revisions
County File: CDDP20-03011
APNs: 093-100-059 and 093-100-060
Site Address: Alves Lane & Canal Road, Bay Point, CA (Zoning: P-1 Bay Point)

Dear Ms. Messeri:

The Department of Conservation and Development, Community Development Division (CDD) has reviewed your proposed revisions to the design of the Alves Lane housing project as shown on the plans submitted on March 22, 2022. The CDD has determined that the proposed revisions are substantially compliant with the plans approved by the County Planning Commission on January 26, 2022, and do not constitute a reduction in density or additional environmental impacts. Therefore, the following proposed revisions are administratively approved:

- Reduction in height from 4 stories to 3 stories at the Alves Lane frontage
- Reduction in the number of bedrooms to 238 bedrooms while maintaining a total of 100 units:
    - 18 one-bedroom units
    - 36 two-bedroom units
    - 36 three-bedroom units
    - 10 four-bedroom units

In addition, the Housing and Community Improvement Division has indicated that the proposed revised inclusionary housing unit location plan, received on March 24, 2022, is administratively approved as part of the project's Inclusionary Housing Plan. Please see the attached correspondence for their comments.

If you have any questions or need further assistance, please contact the project planner, Syd Sotoodeh, by email at syd.sotoodeh@dcd.cccounty.us or by phone at (925) 655-2877.

Sincerely,

Aruna Bhat

Aruna Bhat
Zoning Administrator

att: Revised Plans (received March 22, 2022)
Email from C. Louie, March 31, 2022
Revised Inclusionary Housing Unit Location Plan (received March 24, 2022)

cc: Applicant: Chris Maffris, Executive VP of Meta Housing Corporation, 11150 W. Olympic Blvd., Suite 620, Los Angeles, CA 90064
Contact: Jenny Wong, Project Manager, Meta Housing Corporation (by email)
County File #DP20-3011

RECEIVED on 03/22/2022 CDDP20-03011
By Contra Costa County
Department of Conservation and Development

ALVES LANE APARTMENTS BAY POINT, CA

PROJECT TEAM

Developer
Alves Lane, L.P.
11150 West Olympic Blvd. Suite 620
Los Angeles, CA 90064
Tel: (310) 575-3543
Contact: Jenny Wong
jwong@metahousing.com

Landscape
R3 Studios
201 4th Street Suite 101b
Oakland, CA 94607
Tel: (510) 452-4190
Contact: Roman De Sota
roman@R3studios.com

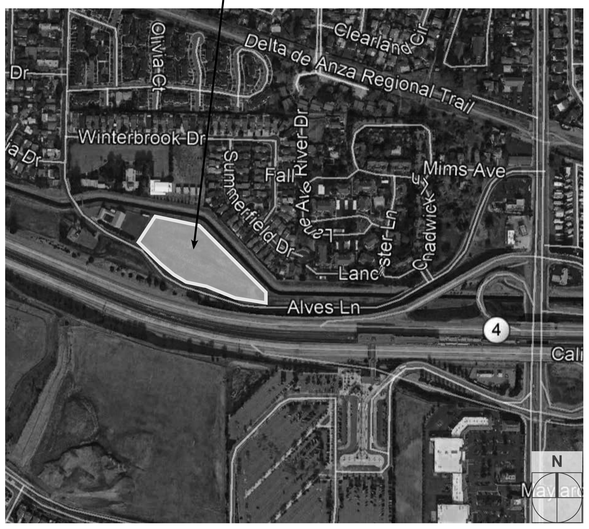
Architect
Dahlin Group
5865 Owens Drive
Pleasanton, CA 94588
Tel: (925) 251-7200
Contact: Lauri Moffet-Fehlberg
lfehlberg@dahlingroup.com

SHEET INDEX:

ARCHITECTURAL:
A0.1 TITLE SHEET
L1.0 PRELIMINARY LANDSCAPE PLAN
A0.2 SETBACK DIAGRAM
A0.3 AMENITIES SITE PLAN
A0.4 INCLUSIONARY HOUSING UNIT LOCATION PLAN
A1.1 BUILDING FIRST FLOOR PLAN
A1.2 BUILDING SECOND FLOOR PLAN
A1.3 BUILDING THIRD FLOOR PLAN
A1.4 BUILDING ROOF PLAN
A1.5 TYPICAL UNIT PLANS
A1.6 TYPICAL UNIT PLANS
A1.7 TYPICAL UNIT PLANS
A2.1 ELEVATIONS - EXTERIOR PERIMETER
A2.2 ELEVATIONS - EXTERIOR PERIMETER
A2.3 ELEVATIONS - EXTERIOR PERIMETER
A2.4 ELEVATIONS - EXTERIOR PERIMETER
A2.5 ELEVATIONS - INTERIOR COURTYARD
A2.6 ELEVATIONS - INTERIOR COURTYARD
A3.1 COLORS AND MATERIALS

VICINITY MAP:

PROJECT LOCATION



NOT TO SCALE

PROJECT DESCRIPTION

The project, located at 544-595 Alves Lane in Bay Point, CA, is walking distance to the Bay Point BART Station. It is a three-story, affordable housing project with 100 units. Designed as family housing, the project proposes approximately 18% one bedroom units, 36% two bedroom units, 36% three bedroom units, and 10% four bedroom units. Vehicular access is provided around three sides of the building with surface parking at the ground floor. The fourth elevation is adjacent to the canal. The building nestles into the site, creating an interior courtyard protected from the noise of Highway 4 that will be a public outdoor amenity for the community residents. The courtyard will feature a play area, community gardens, seating areas, and community room access for an indoor/outdoor living experience for residents.

PROJECT DATA SUMMARY			**DATE: 03/21/2022**
PROJECT NAME:			Alves Lane, Bay Point
LOCATION:			Bay Point, CA
PROJECT NUMBER:			1318.011
CLIENT:			Alves Lane, L.P.
CONSTRUCTION TYPE:			Type VA
GENERAL:			
APN:			093-100-059; 093-100-060
ZONING DESIGNATION			P-1
GENERAL PLAN LAND USE:			MM - MULTIPLE FAMILY RESIDENTIAL - MEDIUM
ACREAGE:		Acres	Square Feet
TOTAL:		3.81	165,964
MAX ALLOWED BUILDING HEIGHT:			45'
MAX PROPOSED HEIGHT:			36'-6"
GROSS BUILDING AREA TOTALS (SF)			
RESIDENTIAL:			92,412
COMMON / AMENITY:			3,375
CIRCULATION:			14,431
UTILITY:			3,493
TOTAL:			113,711
GROSS BUILDING AREAS PER FLOOR (SF)			
GROUND LEVEL:			
RESIDENTIAL:			28,800
COMMON / AMENITY:			3,035
CIRCULATION:			5,348
UTILITY:			2,283
TOTAL:			39,466
SECOND LEVEL:			
RESIDENTIAL:			31,976
COMMON / AMENITY:			0
CIRCULATION:			4,911
UTILITY:			605
TOTAL:			37,492
THIRD LEVEL:			
RESIDENTIAL:			31,636
COMMON / AMENITY:			340
CIRCULATION:			4,172
UTILITY:			605
TOTAL:			36,753
UNIT MIX:			
1-BD:			18
2-BD:			36
3-BD:			36
4-BD:			10
TOTAL:			100
MOBILITY & COMMUNITCATION UNIT MIX (REQUIRED)			
	Ratio	# of units	Total
MOBILITY UNITS	0.15	100	15
COMMUNICATIONS UNITS	0.10	100	10
TOTAL:			25
MOBILITY & COMMUNITCATION UNIT MIX (PROVIDED)			
MOBILITY UNITS			17
COMMUNICATIONS UNITS			11
TOTAL:			28*
**The mobility and communications will be represented among all bedroom types.*			
PARKING REQUIRED (SPACES) - BASED ON STATE DENSITY BONUS LAW			
	Ratio	# of units	Total
1-BD:	1	18	18.0
2-BD:	2	36	72.0
3-BD:	2	36	72.0
4-BD:	2.5	10	25.0
TOTAL:			187
PARKING PROVIDED (UNCOVERED SPACES)			
STANDARD			141
COMPACT			48
ACCESSIBLE			14
TOTAL:			203
BICYCLE PARKING REQUIRED (SPACES)			
	Ratio	# of Bedrooms	Total
LONG TERM:	0.15	238	36
SHORT TERM:	0.05	238	12
TOTAL:			48
BICYCLE PARKING PROVIDED (SPACES)			
LONG TERM:			43
SHORT TERM:			14
TOTAL:			57
OPEN SPACE PROVIDED (SF)			
COMMON - INTERIOR COURTYARD			16,847
TOTAL:			16,847

TITLE SHEET

PRELIMINARY
LANDSCAPE PLAN

ALVES LANE | BAY POINT, CA

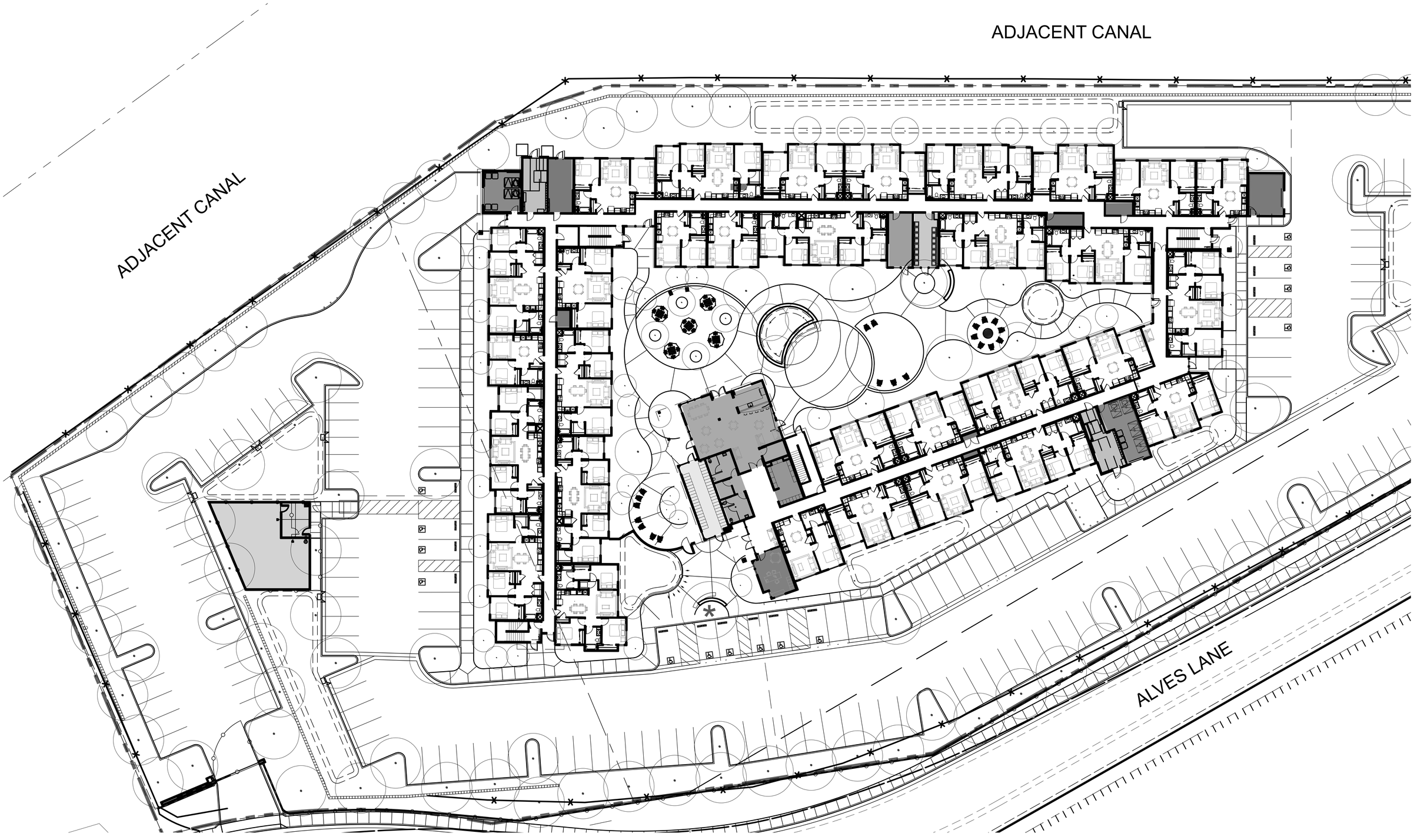
DAHLIN

R3 STUDIOS

DATE	07.31.2020
JOB NO.	400-78

201 Fourth Street
Suite 101B
Oakland, CA 94607
510-452-4190

L1.0



LEGEND:

- * Monument Sign to be located in this general location - Final design TBD
- Offices
- Mail Area
- Laundry Room
- Bike Room
- Fenced Dog Park
- Community Room
- Electrical Room
- Trash Room
- Utility Room
- Flex Room

AMENTITIES SITE PLAN

SCALE: 1/32" = 1'-0"

0 8 16 32

ALVES LANE | BAY POINT, CA

ALVES LANE, L.P.

DAHLIN

JOB NO. 1318.011

DATE 03.21.2022

5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

N

A0.3

FIRST FLOOR SUMMARY:

1-BEDROOM UNITS:	5 UNITS
2-BEDROOM UNITS:	12 UNITS
3-BEDROOM UNITS:	12 UNITS
4-BEDROOM UNITS:	3 UNITS
TOTAL:	**32 UNITS**

FIRST FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 10 20 30

ALVES LANE | BAY POINT, CA

ALVES LANE, L.P.

DAHLIN

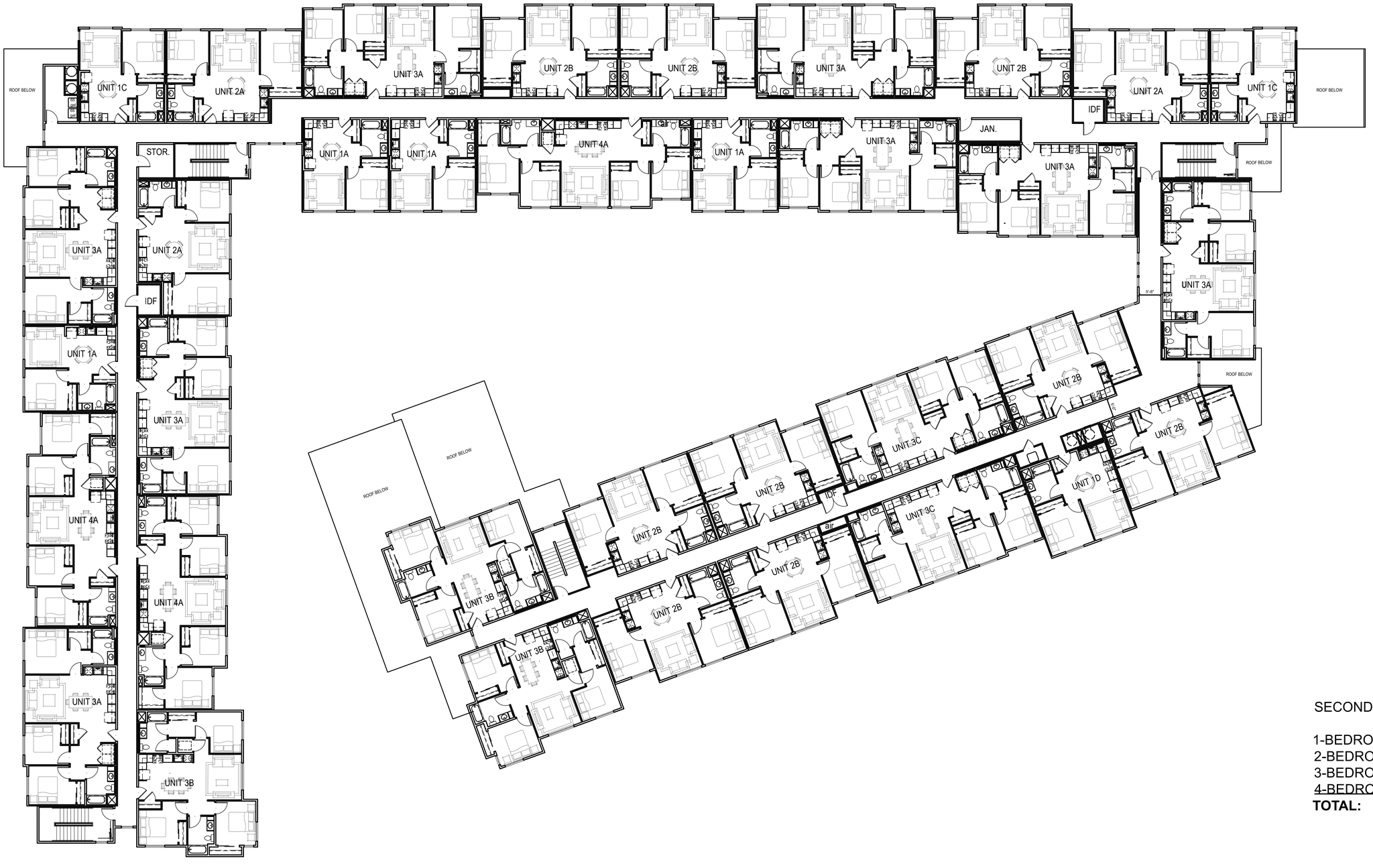
JOB NO. 1318.011

DATE 03.21.2022

5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

N

A1.1



SECOND FLOOR SUMMARY:

1-BEDROOM UNITS:	7 UNITS
2-BEDROOM UNITS:	12 UNITS
3-BEDROOM UNITS:	12 UNITS
4-BEDROOM UNITS:	3 UNITS
TOTAL:	**34 UNITS**

SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 10 20 30

ALVES LANE | BAY POINT, CA

ALVES LANE, L.P.

DAHLIN

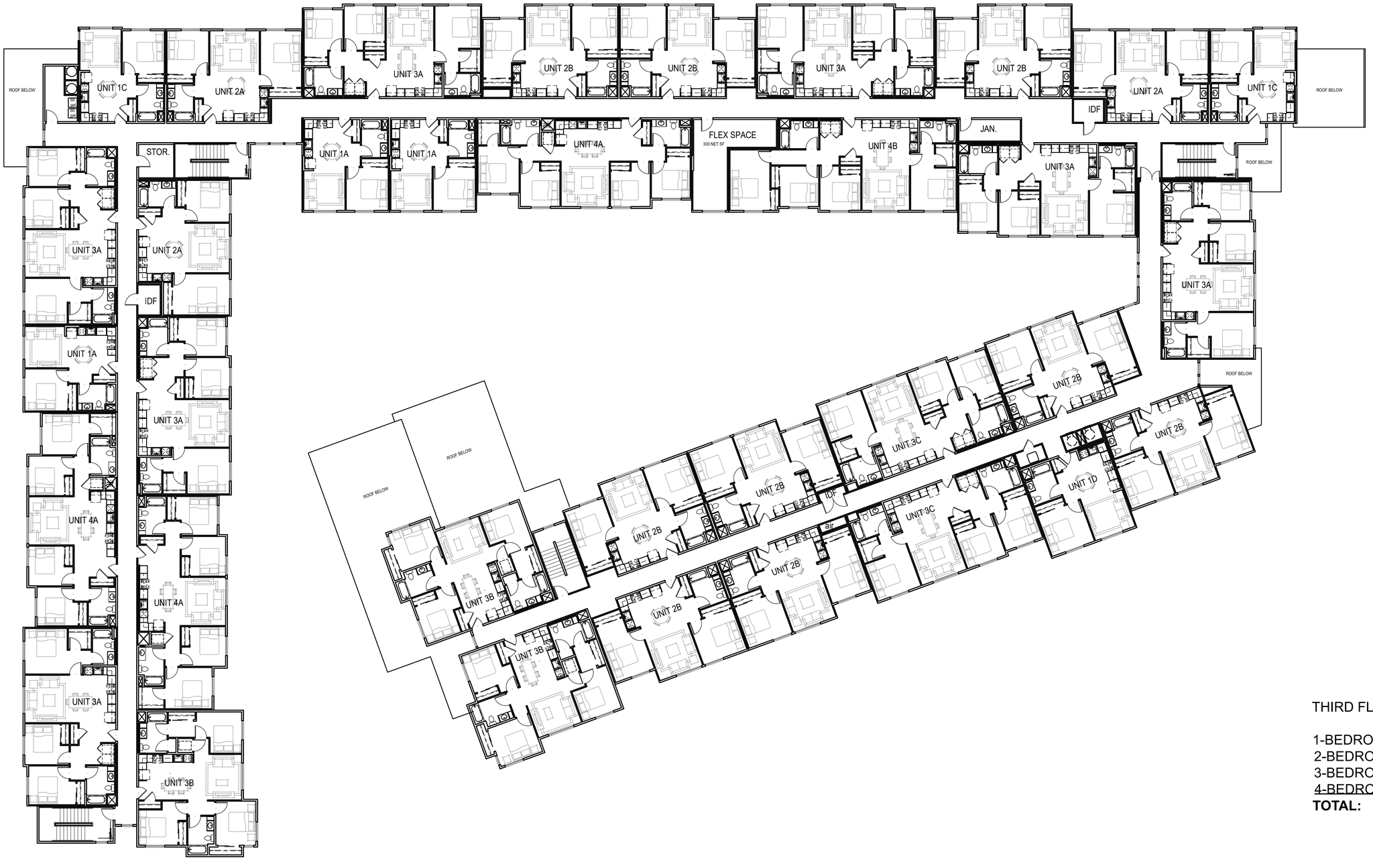
JOB NO. 1318.011

DATE 03.21.2022

5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

N

A1.2



THIRD FLOOR SUMMARY:

1-BEDROOM UNITS:	6 UNITS
2-BEDROOM UNITS:	12 UNITS
3-BEDROOM UNITS:	12 UNITS
4-BEDROOM UNITS:	4 UNITS
TOTAL:	**34 UNITS**

THIRD FLOOR PLAN

SCALE: 3/32" = 1'-0"

0 10 20 30

ALVES LANE | BAY POINT, CA

ALVES LANE, L.P.

DAHLIN

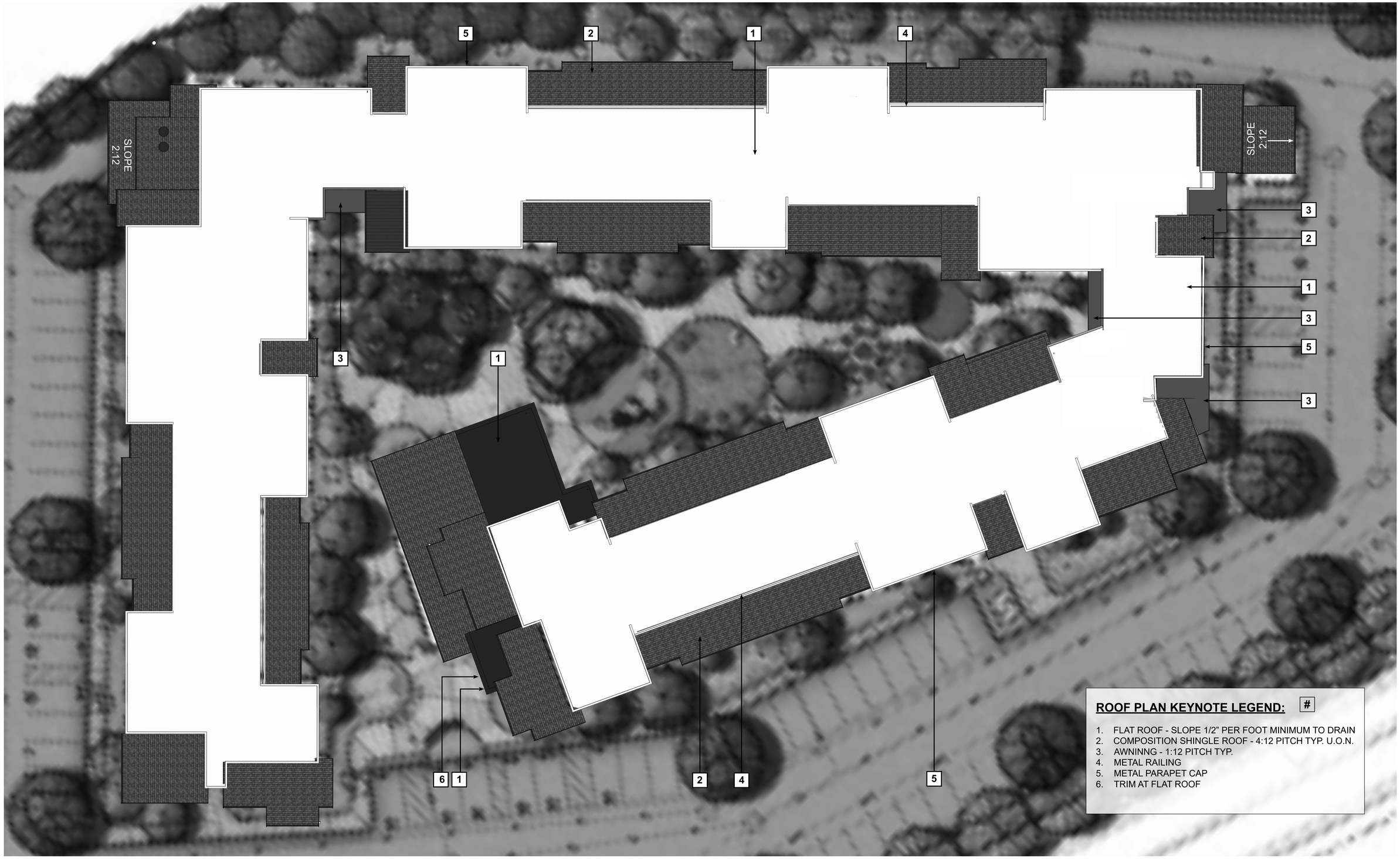
JOB NO. 1318.011

DATE 03.21.2022

5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

N

A1.3



ROOF PLAN

SCALE: 3/32" = 1'-0"

0 10 20 30

ALVES LANE | BAY POINT, CA

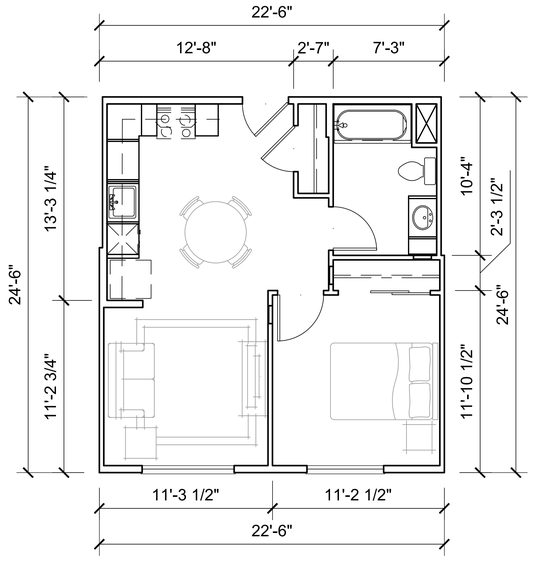
ALVES LANE, L.P.

DAHLIN
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

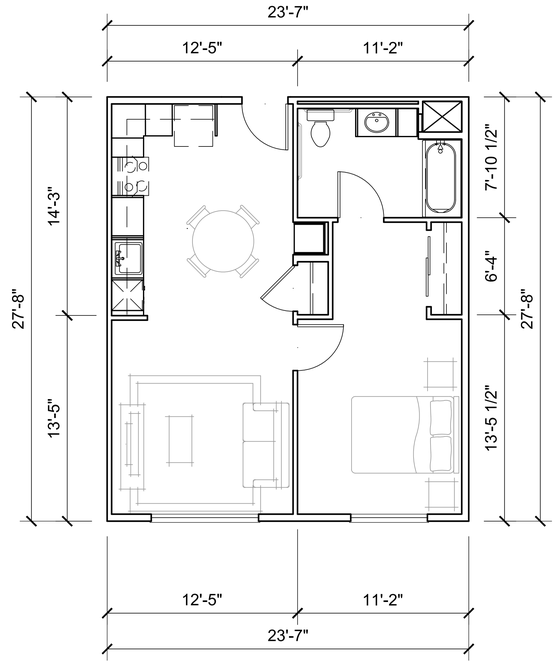
JOB NO. 1318.011
DATE 03.21.2022

N

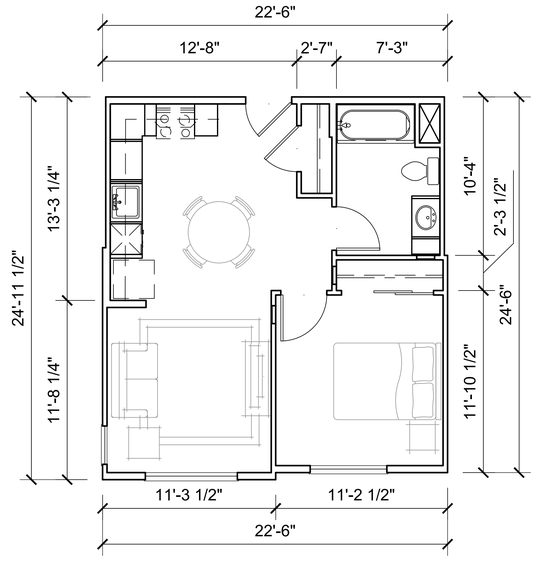
A1.4



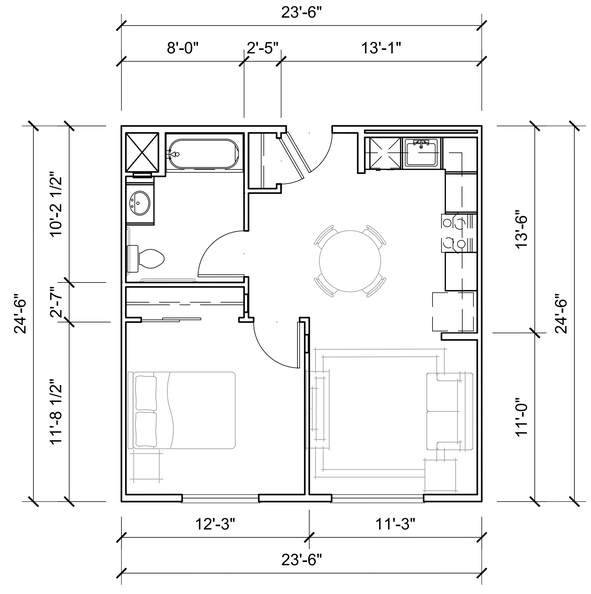
UNIT 1A - ADAPTABLE
1 BEDROOM / 1 BATH
GROSS AREA: 547 SF



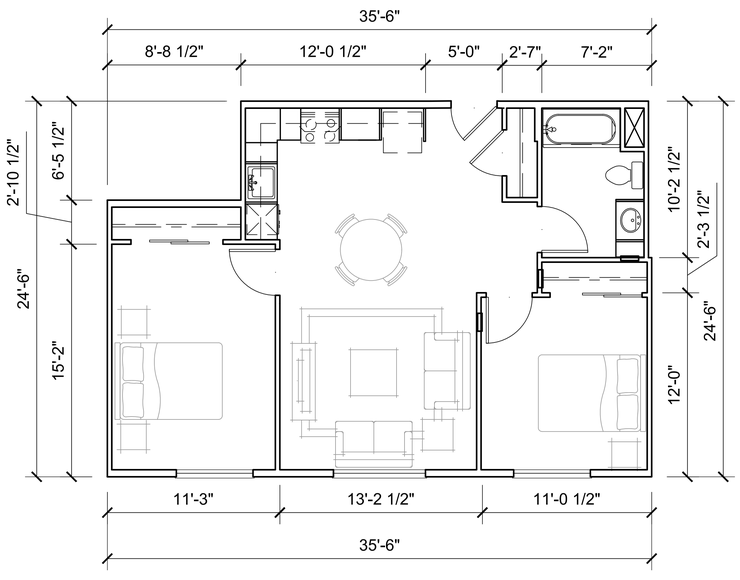
UNIT 1B - MOBILITY
1 BEDROOM / 1 BATH
GROSS AREA: 652 SF



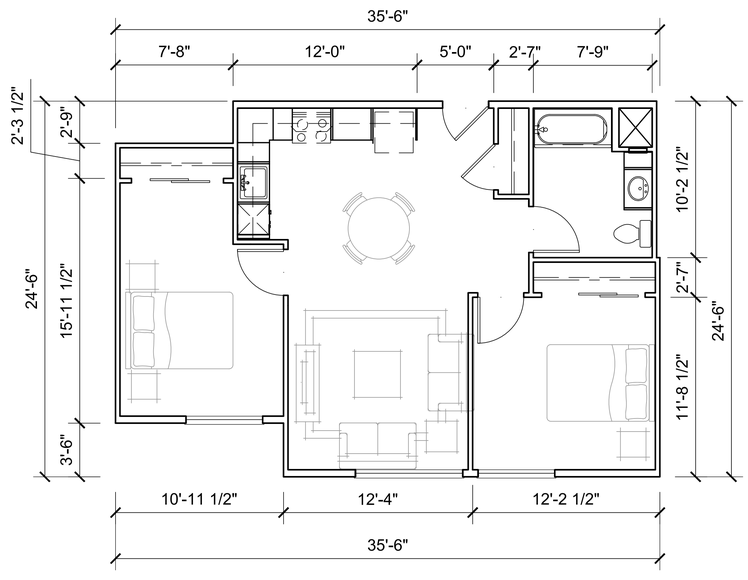
UNIT 1C - ADAPTABLE
1 BEDROOM / 1 BATH
GROSS AREA: 552 SF



UNIT 1D - MOBILITY
1 BEDROOM / 1 BATH
GROSS AREA: 575 SF



UNIT 2A - ADAPTABLE
2 BEDROOM / 1 BATH
GROSS AREA: 811 SF



UNIT 2B - MOBILITY
2 BEDROOM / 1 BATH
GROSS AREA: 808 SF

SQUARE FOOTAGE CALCULATIONS:

UNIT GROSS SQFT - MEASURED TO THE OUTSIDE FACE OF PERIMETER STUDS.

UNIT NET SQFT - MEASURED TO THE INSIDE FACE OF STUDS. CHASES EXCLUDED.

*NOTE: OPENINGS MAY VARY. REFER TO BUILDING PLANS FOR MORE INFORMATION.

TYPICAL UNIT PLANS

SCALE: 1/4" = 1'-0"
0 4 8 16

ALVES LANE | BAY POINT, CA

ALVES LANE, L.P.

DAHLIN

JOB NO. 1318.011
DATE 03.21.2022

5865 Owens Drive
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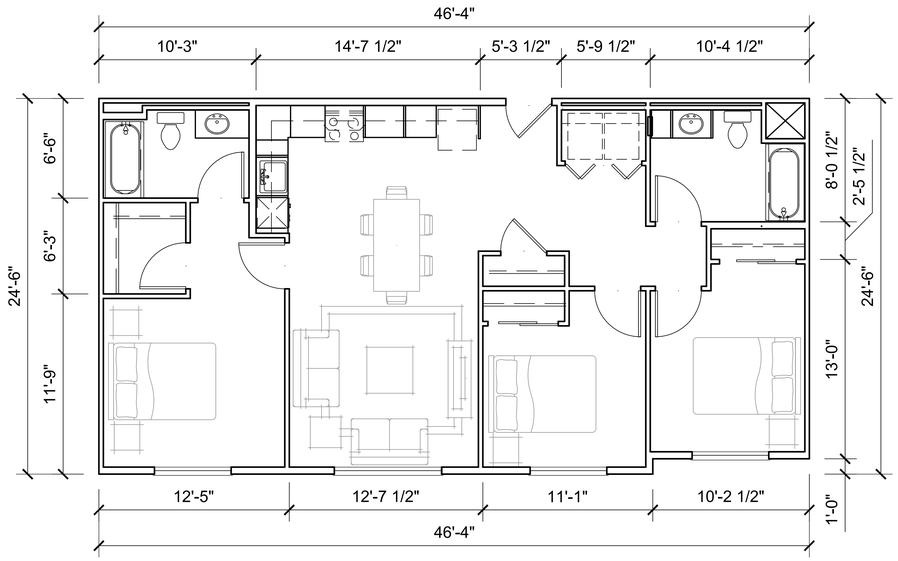
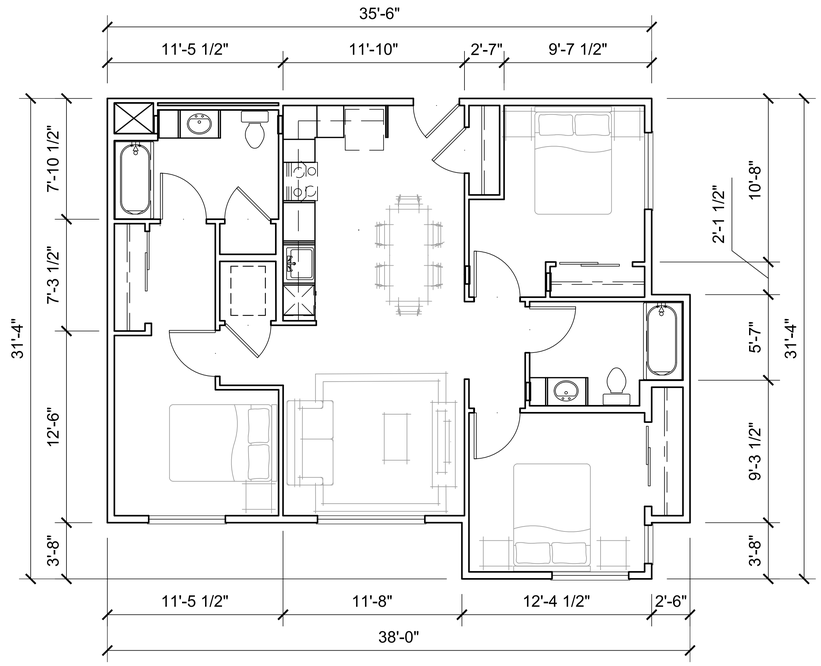
925-251-7200

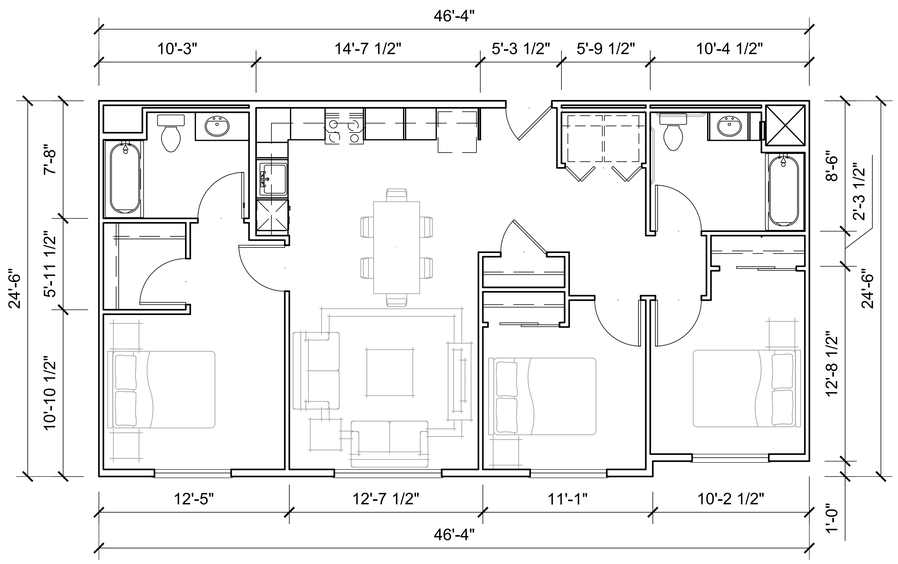
A1.5



UNIT 3A - ADAPTABLE
3 BEDROOM / 2 BATH
GROSS AREA: 1124 SF



UNIT 3B - ADAPTABLE
3 BEDROOM / 2 BATH
GROSS AREA: 1064 SF



UNIT 3C - MOBILITY
3 BEDROOM / 2 BATH
GROSS AREA: 1125 SF

SQUARE FOOTAGE CALCULATIONS:

UNIT GROSS SQFT - MEASURED TO THE OUTSIDE FACE OF PERIMETER STUDS.

UNIT NET SQFT - MEASURED TO THE INSIDE FACE OF STUDS. CHASES EXCLUDED.

*NOTE: OPENINGS MAY VARY. REFER TO BUILDING PLANS FOR MORE INFORMATION.

TYPICAL UNIT PLANS

SCALE: 1/4" = 1'-0"
0 4 8 16

ALVES LANE | BAY POINT, CA
ALVES LANE, L.P.

DAHLIN

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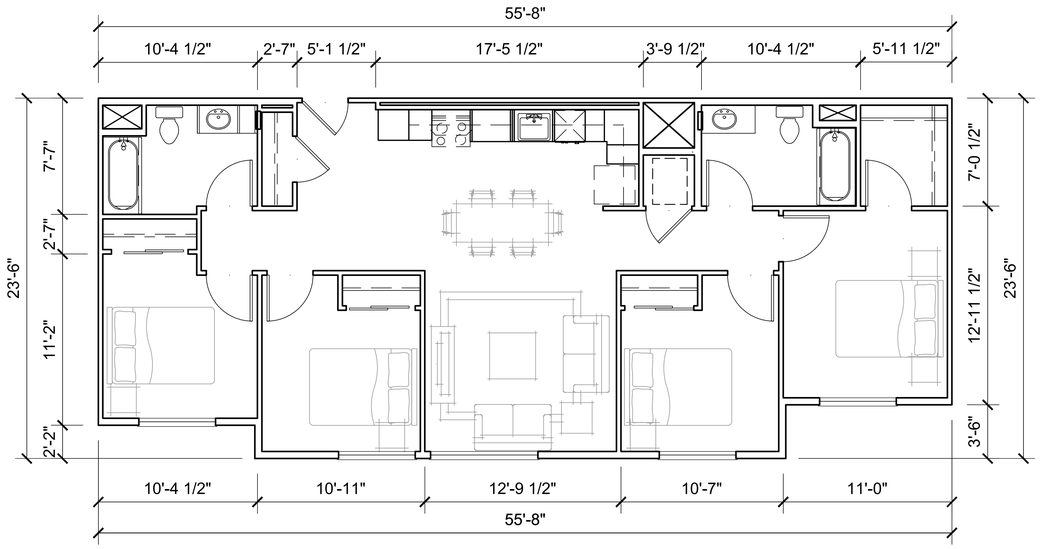
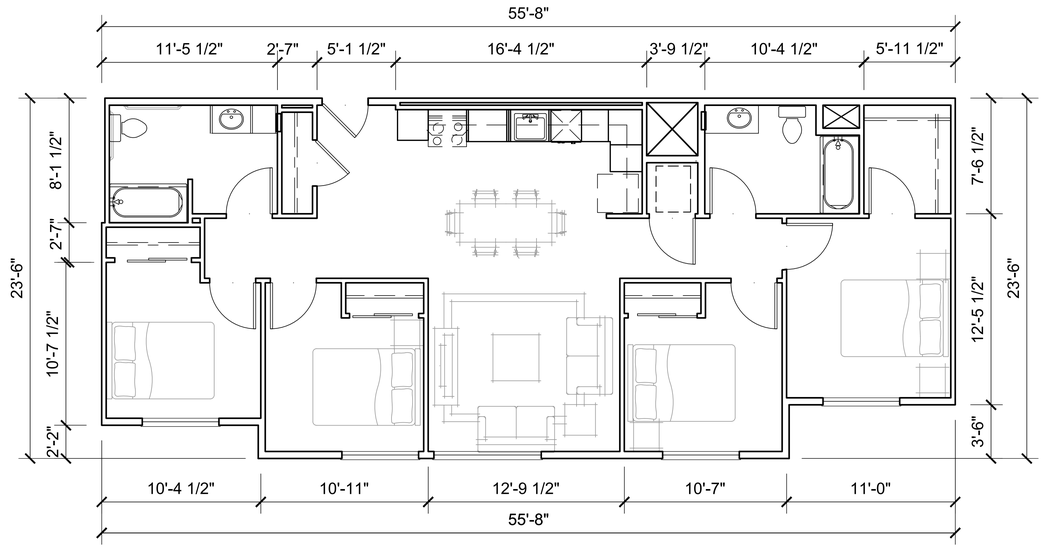
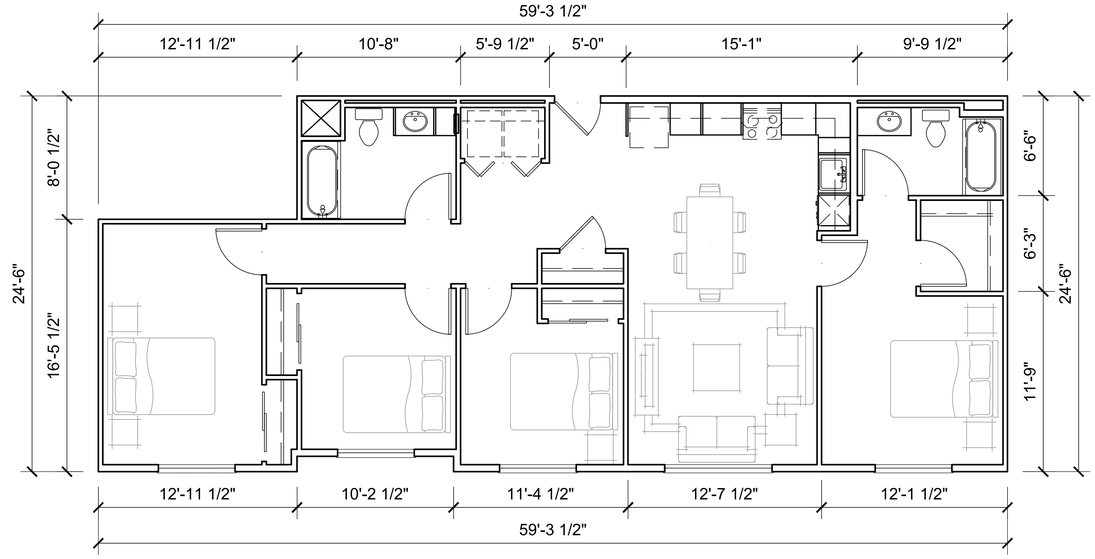
A1.6



UNIT 4A - ADAPTABLE
4 BEDROOM / 2 BATH
GROSS AREA: 1248 SF



UNIT 4A - MOBILITY
4 BEDROOM / 2 BATH
GROSS AREA: 1246 SF



UNIT 4B - ADAPTABLE
4 BEDROOM / 2 BATH
GROSS AREA: 1338 SF

SQUARE FOOTAGE CALCULATIONS:

UNIT GROSS SQFT - MEASURED TO THE OUTSIDE FACE OF PERIMETER STUDS.

UNIT NET SQFT - MEASURED TO THE INSIDE FACE OF STUDS. CHASES EXCLUDED.

*NOTE: OPENINGS MAY VARY. REFER TO BUILDING PLANS FOR MORE INFORMATION.

TYPICAL UNIT PLANS

SCALE: 1/4" = 1'-0"
0 4 8 16

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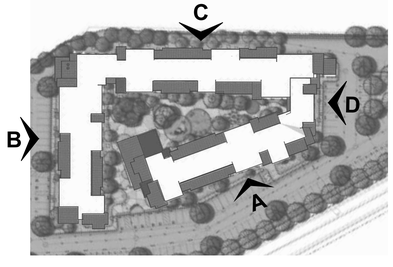
A1.7

A SOUTH (ALVES LANE) ELEVATION

ELEVATION KEYNOTE LEGEND: #

1. COMPOSITION SHINGLE SHED ROOF
2. PAINTED STUCCO WITH CONTROL JOINTS TYP.
3. HORIZONTAL LAP SIDING - 4" EXPOSURE SMOOTH CEMENTITIOUS SIDING
4. HORIZONTAL LAP SIDING - 10.75" EXPOSURE SMOOTH CEMENTITIOUS SIDING
5. SMOOTH CEMENTITIOUS TRIM, TYP.
6. DARK VINYL FRAME WINDOW TYP.
7. METAL GUARD RAIL - FINAL DESIGN T.B.D.
8. EXPOSED BEAM
9. EXPOSED BRACKET
10. AWNING
11. METAL ROLL UP DOOR
12. METAL PARAPET CAP
13. EXPOSED RAFTER TAIL
14. TRASH VENT

KEYPLAN:



ELEVATIONS - EXTERIOR PERIMETER

NOT TO SCALE TO FIT ON SHEET

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ALVES LANE, L.P.

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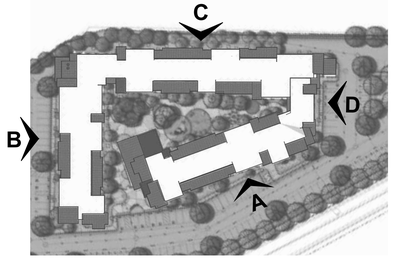
A2.1

B WEST ELEVATION

ELEVATION KEYNOTE LEGEND: #

1. COMPOSITION SHINGLE SHED ROOF
2. PAINTED STUCCO WITH CONTROL JOINTS TYP.
3. HORIZONTAL LAP SIDING - 4" EXPOSURE SMOOTH CEMENTITIOUS SIDING
4. HORIZONTAL LAP SIDING - 10.75" EXPOSURE SMOOTH CEMENTITIOUS SIDING
5. SMOOTH CEMENTITIOUS TRIM, TYP.
6. DARK VINYL FRAME WINDOW TYP.
7. METAL GUARD RAIL - FINAL DESIGN T.B.D.
8. EXPOSED BEAM
9. EXPOSED BRACKET
10. AWNING
11. METAL ROLL UP DOOR
12. METAL PARAPET CAP
13. EXPOSED RAFTER TAIL
14. TRASH VENT

KEYPLAN:



ELEVATIONS - EXTERIOR PERIMETER

SCALE: 1/8" = 1'-0"
0 8 16 32

ALVES LANE | BAY POINT, CA

ALVES LANE, L.P.

DAHLIN

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DATE 03.21.2022

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925-251-7200

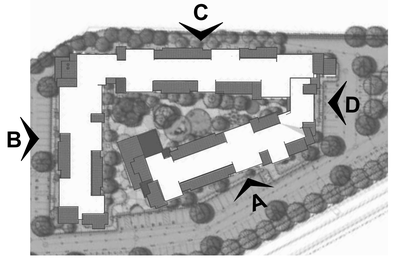
A2.2

C NORTH CANAL ELEVATION

ELEVATION KEYNOTE LEGEND: #

1. COMPOSITION SHINGLE SHED ROOF
2. PAINTED STUCCO WITH CONTROL JOINTS TYP.
3. HORIZONTAL LAP SIDING - 4" EXPOSURE SMOOTH CEMENTITIOUS SIDING
4. HORIZONTAL LAP SIDING - 10.75" EXPOSURE SMOOTH CEMENTITIOUS SIDING
5. SMOOTH CEMENTITIOUS TRIM, TYP.
6. DARK VINYL FRAME WINDOW TYP.
7. METAL GUARD RAIL - FINAL DESIGN T.B.D.
8. EXPOSED BEAM
9. EXPOSED BRACKET
10. AWNING
11. METAL ROLL UP DOOR
12. METAL PARAPET CAP
13. EXPOSED RAFTER TAIL
14. TRASH VENT

KEYPLAN:



ELEVATIONS - EXTERIOR PERIMETER

SCALE: 1" = 10'
0 10 20 40

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ALVES LANE, L.P.

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DATE 03.21.2022

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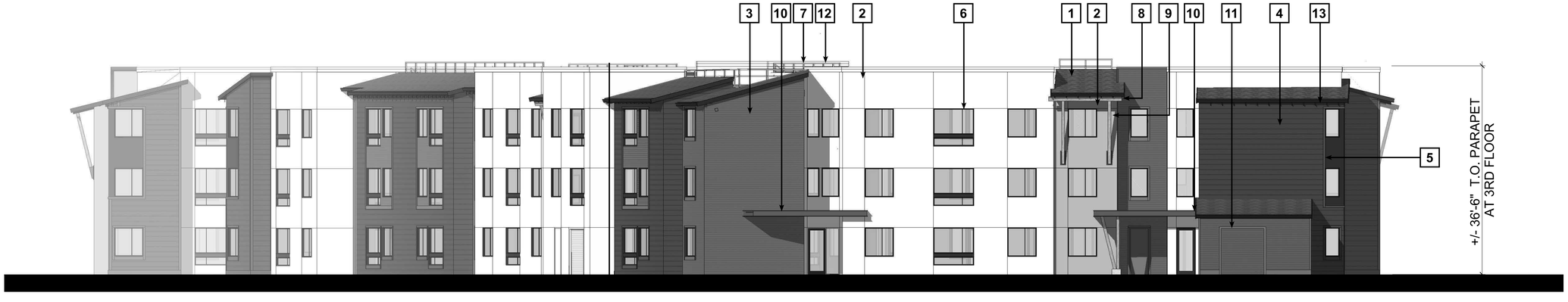
A2.3

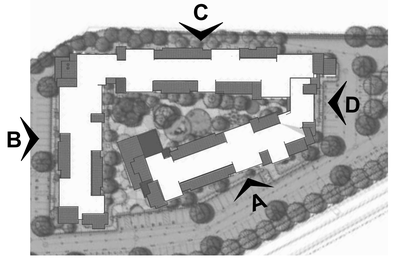


D EAST ELEVATION

ELEVATION KEYNOTE LEGEND: #

1. COMPOSITION SHINGLE SHED ROOF
2. PAINTED STUCCO WITH CONTROL JOINTS TYP.
3. HORIZONTAL LAP SIDING - 4" EXPOSURE SMOOTH CEMENTITIOUS SIDING
4. HORIZONTAL LAP SIDING - 10.75" EXPOSURE SMOOTH CEMENTITIOUS SIDING
5. SMOOTH CEMENTITIOUS TRIM, TYP.
6. DARK VINYL FRAME WINDOW TYP.
7. METAL GUARD RAIL - FINAL DESIGN T.B.D.
8. EXPOSED BEAM
9. EXPOSED BRACKET
10. AWNING
11. METAL ROLL UP DOOR
12. METAL PARAPET CAP
13. EXPOSED RAFTER TAIL
14. TRASH VENT

KEYPLAN:



ELEVATIONS - EXTERIOR PERIMETER

SCALE: 1/8" = 1'-0"
0 8 16 32

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ALVES LANE, L.P.

DAHLIN

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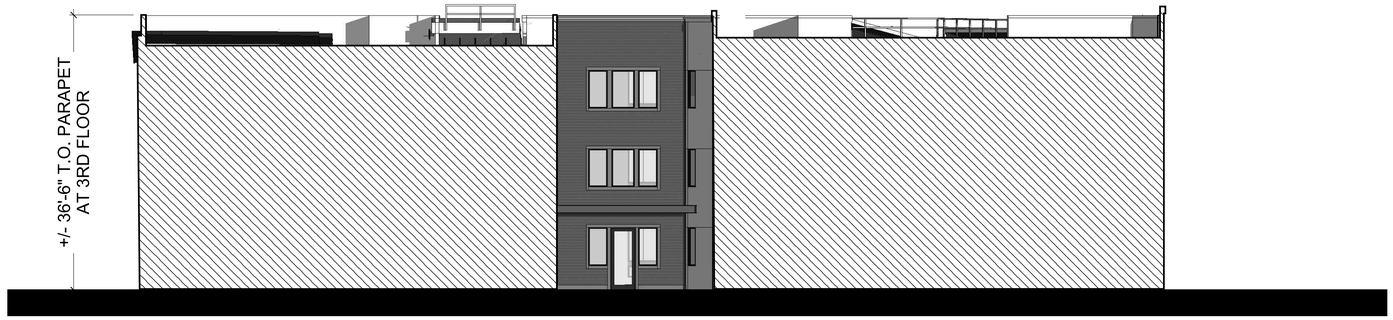
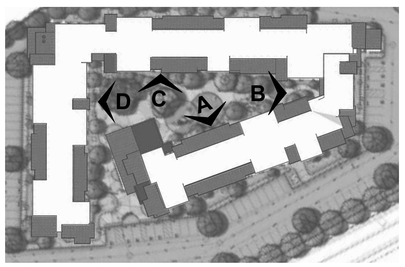
A2.4

A SOUTH COURTYARD ELEVATION



B EAST COURTYARD ELEVATION

KEYPLAN:



ELEVATIONS - INTERIOR COURTYARD

SCALE: 1/8" = 1'-0"
0 8 16 32

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ALVES LANE, L.P.

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DATE 03.21.2022

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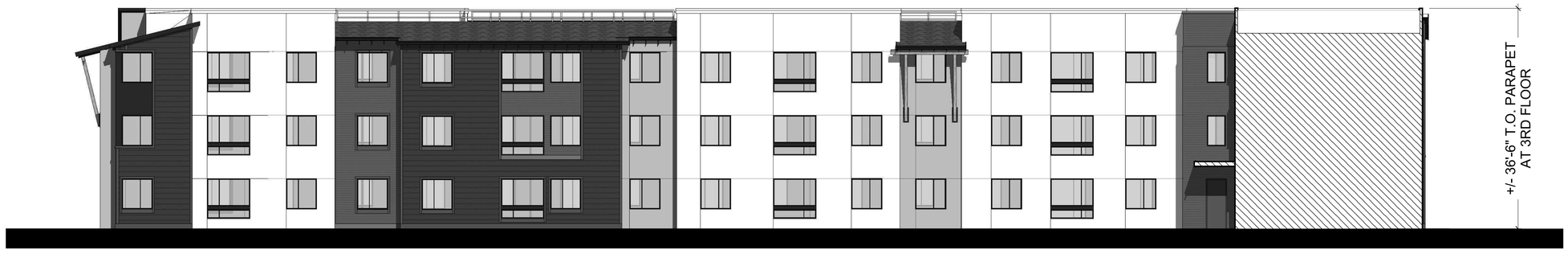
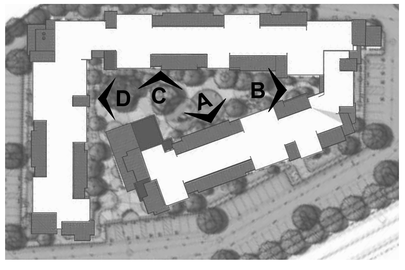
A2.5

C NORTH COURTYARD ELEVATION



D WEST COURTYARD ELEVATION

KEYPLAN:



ELEVATIONS - INTERIOR COURTYARD

SCALE: 1/8" = 1'-0"
0 8 16 32

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ALVES LANE, L.P.

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DATE 03.21.2022

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A2.6

COLOR AND MATERIALS

1 BODY COLOR 1
EXTERIOR WALL MATERIAL - STUCCO
Alabaster SW 7008 by Sherwin Williams

2 BODY COLOR 2
EXTERIOR WALL MATERIAL - SMOOTH FIBER CEMENT SIDING 10.75" REVEAL
Muddled Basil SW 7745 by Sherwin Williams

3 BODY COLOR 3
EXTERIOR WALL MATERIAL - SMOOTH FIBER CEMENT SIDING - 4" REVEAL
Tempe Star SW 6229 by Sherwin Williams

4 BODY COLOR 4
EXTERIOR WALL MATERIAL - STUCCO
Calico SW 0017 by Sherwin Williams

5 ACCENT & TRIM
EXTERIOR WALL MATERIAL - TRIM, FASCIA, RAFTER TAILS, GUTTERS, WALL DETAILS
Tricorn Black SW 6258 by Sherwin Williams

6 ROOFING 1
COMPOSITION SHINGLE ROOF
Driftwood by Owens Corning

COLORS AND MATERIALS

NOTE: Color Samples may vary from their true color with different printers and computer monitors.

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ALVES LANE, L.P.

DAHLIN

JOB NO. 1318.011
DATE 03.21.2022

5865 Owens Drive
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925-251-7200

A3.1

Syd Sotoodeh

From: Christine Louie
Sent: Thursday, March 31, 2022 9:56 AM
To: Syd Sotoodeh
Subject: RE: Alves Lane Inclusionary Units

Hello Syd,

Good morning. The Housing and Community Improvement Division has reviewed the proposed revised inclusionary housing unit location plan dated received March 24, 2022. The proposed redesign of the building and revised locations of the inclusionary housing units do not reduce the number or affordability of the inclusionary housing units approved in the entitlement permit, and complies with the unit location requirements of the County's Inclusionary Housing Ordinance. This revised unit location plan is administratively approved as part of the project's Inclusionary Housing Plan and will be included as part of an exhibit to the future Inclusionary Housing Agreement.

Please contact me if you have questions regarding this message or if the applicant proposes any further changes to the project or conditions of approval.

Thank you.

Sincerely,
Christine Louie
Senior Planner
Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
(925) 655-2888 (office)

From: Syd Sotoodeh <Syd.Sotoodeh@dcd.cccounty.us>
Sent: Thursday, March 24, 2022 5:02 PM
To: Christine Louie <Christine.Louie@dcd.cccounty.us>
Subject: RE: Alves Lane Inclusionary Units

Hi Christine,

We received the attached from the applicant today with this note:
"...through the wonders of modern technology, we managed to use an old base building plan for the Inclusionary Housing Unit Location Plan. Sorry about that. A revised one reflecting the new building plans is attached. The numbers don't change but the units slid around a bit. Let us know if you have any questions on this."

Syd

Direct Line 925-655-2877
Web: https://www.contracosta.ca.gov/3383/Conservation-Development

Revised
RECEIVED on 03/24/2022 CDDP20-03011
By Contra Costa County
Department of Conservation and Development

3 **THIRD FLOOR PLAN**

INCLUSIONARY UNITS:

13 OF 100 UNITS TO BE PROVIDED AS INCLUSIONARY UNITS

PROPOSED # OF IHO UNITS AT VERY LOW INCOME (50%AMI):

ONE BEDROOM UNITS -	1 UNITS
TWO BEDROOM UNITS -	1 UNITS
THREE BEDROOM UNITS -	1 UNITS
FOUR BEDROOM UNITS -	0 UNITS
TOTAL:	3 UNITS

PROPOSED # OF IHO UNITS AT LOW INCOME (60% AMI):

ONE BEDROOM UNITS -	2 UNITS
TWO BEDROOM UNITS -	2 UNITS
THREE BEDROOM UNITS -	3 UNITS
FOUR BEDROOM UNITS -	3 UNITS
TOTAL:	10 UNITS

2 **SECOND FLOOR PLAN**

1 **FIRST FLOOR PLAN**

COLOR SIGNIFIES ANTICIPATED LOCATION OF IHO UNITS (3) UNITS PROVIDED AT VERY LOW INCOME*

COLOR SIGNIFIES ANTICIPATED LOCATION OF IHO UNITS (10) PROVIDED AT LOW INCOME*

*LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE SUBJECT TO RELOCATION AT A LATER DATE

INCLUSIONARY HOUSING UNIT LOCATION PLAN

SCALE: 1/32" = 1'-0"
0 8 16 32

ALVES LANE | BAY POINT, CA

ALVES LANE, L.P.

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Pleasanton, CA 94588
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DATE 03.21.2022

N

A0.4