

RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Community Development Director

(Space Above For Recorder's Use)

This Density Bonus Housing Agreement is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

DENSITY BONUS HOUSING AGREEMENT

BY AND BETWEEN

**(i) THE CITY OF BEAUMONT,
A California Municipal Corporation**

and

(ii) LINC-BEAUMONT 2 APTS LP,

A CALIFORNIA LIMITED PARTNERSHIP

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS AND EXHIBITS	3
1.1 Definitions	3
1.2 Exhibits.....	5
2. DEVELOPMENT OF THE PROPERTY	5
2.1 Project	5
2.2 Total Number of Units	6
2.3 Unrestricted Units	6
2.4 Affordable Units.....	6
2.5 Minimum Development Standards For Affordable Units	6
2.6 Permits and Processing; Compliance with Laws.....	6
2.7 Relocation Prior to Development of Project.....	6
2.8 Mechanic’s Liens; Indemnification.....	7
3. AFFORDABILITY	7
3.1 Total Affordability Term.....	7
3.2 Memorializing Commencement of Total Affordability Term.....	7
4. OWNERSHIP AND OPERATION OF THE PROJECT BY OWNER.	8
4.1 Recording of Documents	8
4.2 Rental of Units.....	8
4.3 Income Verification	8
4.4 Location of Affordable Units	8
4.5 Termination and Release from Regulatory Agreement.....	8
5. [INTENTIONALLY RESERVED]	9
6. TERM OF THIS AGREEMENT	9
6.1 Term.....	9
7. DEFAULT AND TERMINATION; INDEMNIFICATION	9
7.1 Default	9
7.2 Rights and Remedies Cumulative.....	9
7.3 Indemnification	9
8. ASSIGNMENT; COVENANTS RUN WITH THE LAND	9
8.1 Assignment By Developer.....	9
8.2 Covenants Run with the Land	10
9. MISCELLANEOUS	11
9.1 Notices	11
9.2 Entire Agreement.....	12
9.3 Severability.....	12
9.4 Interpretation and Governing Law	13
9.5 Section Headings	13
9.6 Singular and Plural	13
9.7 Joint and Several Obligations.....	13
9.8 Time of Essence	13
9.9 Computation of Days.....	13
9.10 Waiver.....	13
9.11 Third Party Beneficiaries	13

	<u>Page</u>
9.12 Force Majeure	13
9.13 Mutual Covenants	14
9.14 Successors in Interest.....	14
9.15 Counterparts.....	14
9.16 Jurisdiction and Venue.....	14
9.17 Project as a Private Undertaking.....	14
9.18 Further Actions and Instruments.....	14
9.19 Estoppel Certificate.....	15
9.20 No Subordination	15
9.21 Attorneys' Fees and Costs.....	15
9.22 Authority to Execute	15

DENSITY BONUS HOUSING AGREEMENT

This Density Bonus Housing Agreement (hereinafter “Agreement”) is entered into as of the ___ day of _____, 2021 (hereinafter the “Effective Date”) by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter “City”), and (ii) LINC-BEAUMONT 2 APTS LP, a California limited partnership (hereinafter “Developer”). City and Developer are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of California.

B. Developer is an experienced developer and operator of multifamily rental affordable Projects in California.

C. City adopted the “Affordable Housing Incentives/Density Bonus” Ordinance, Chapter 17.10 of the Beaumont Municipal Code, to facilitate the development of affordable housing and implement the goals, objectives and policies of the Housing Element of the City’s General Plan. City has allocated its existing authority to develop “low rent housing project(s)” to the Project (as defined below) in accordance with Article XXXIV of the California Constitution and California Health and Safety Code Sections 37000-37002.

D. Developer is the owner of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as **Exhibit “A”** and more particularly depicted in **Exhibit “B”**, both of which exhibits are incorporated herein by this reference (the “Property”), and Developer has agreed to develop and operate thereon a 48-unit multifamily affordable rental housing development, with all of such units, other than the one (1) management unit, affordable residential units (the “Project”).

E. Pursuant to California law (Government Code Section 65915, *et seq.*) (the “State Density Bonus Law”) and implementing ordinance in Chapter 17.10 of the Beaumont Municipal Code of the City of Beaumont Zoning Code (the “City Density Bonus Ordinance”), applicants who entitle and build residential projects that include specified levels of affordable housing are entitled to apply for and receive certain density bonuses and additional incentives that contribute significantly to the economic feasibility of lower income housing.

F. On April 5, 2019, Developer submitted to City an application for a project requesting a density bonus (the “Application”). The Project complies with the affordable housing requirements set forth in the City Density Bonus Ordinance and State Density Bonus Law. For purposes of this Agreement, the Project shall be the “housing development” as defined in the State Density Bonus Law.

G. Pursuant to the Application, Developer has agreed to restrict eight (8) of the units in the Project, to be rented to and occupied by “Eligible Households” in order for Developer to obtain the “Density Bonus Units” (as those terms are defined in Section 1 below).

H On May 28, 2019, City’s Planning Commission approved the Application and recommended to the City Council the approval of this Agreement, subject to the terms and conditions of the City’s Planning Commission as specified therein. The Planning Commission Minute Order and Conditions of Approval is attached hereto and incorporated herein as **Exhibit “C”**.

I. On _____, 2021, the City Council adopted Resolution No. -____, which approved the Density Bonus Agreement, subject to execution by the Parties of this Agreement and the terms and conditions of the City Council as specified in the Resolution.

J. City has complied with the procedures set forth in the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”). The Project is categorically exempt from the CEQA Environmental pursuant to Section 15332 (Class 32, In-fill Development Projects) of the CEQA guidelines (Title 14, Chapter 3 of the California Code of Regulations). The Notice of Exemption is attached hereto and incorporated herein as **Exhibit “F”**.

J. This Agreement (which includes by this incorporation by reference the attached Exhibits) is intended to set forth the terms and conditions for the implementation of the Project’s requirement to provide affordable housing units in exchange for receiving the Density Bonus Units and additional incentives set forth herein.

K. The development of the Project on the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City, and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 “*Adjusted for family size appropriate to the unit*” means, pursuant to the State Density Bonus Law (Government Code section 65915(c)(1)) as it exists on the Effective Date, the same definition in Health and Safety Code section 50052.5 as it exists on the Effective Date (a copy of which is attached as **Exhibit “D and E”**).

1.1.2 “*Affordable Rent*” means the maximum Monthly Rent that may be charged to and paid by an Eligible Household for the Affordable Units, as annually determined pursuant to Health and Safety Code Section 50053(b), as of the date hereof, a copy of which is attached as **Exhibit “E”**, and the regulations promulgated pursuant to and incorporated therein.

1.1.3 “*Affordable Units*” means eight (8) of the Units that are required to be rented to and occupied by Eligible Households. The Affordable Units shall comprise four (4) two (2) bedroom, one (1) bath Units and four (4) three-bedroom two (2) bath Units.

1.1.4 “*Agreement*” means this Density Bonus Housing Agreement.

1.1.5 “*Base Units*” means the forty (40) Units that Developer would be authorized to develop on the Property without application of the State Density Bonus Law, including one (1) management unit.

1.1.6 “*City*” means the City of Beaumont, California, and the City’s successors and assigns.

1.1.7 “*City Council*” means the City Council of the City of Beaumont.

1.1.8 “*City Attorney*” means the City Attorney for the City of Beaumont.

1.1.9 “*City Manager*” means the City Manager for the City of Beaumont.

1.1.10 “*City’s Planning Commission*” means the Planning Commission for the City of Beaumont.

1.1.11 “*Density Bonus Agreement Term*” means the period during which this Agreement shall be in full force and effect, as provided for in Section 6.1 below.

1.1.12 “*Density Bonus Units*” mean the eight (8) Units in addition to the Base Units that Developer shall develop pursuant to the density allowance in the State

Density Bonus Law and the terms and conditions of this Agreement, of which Developer would not be entitled to develop without providing the Affordable Units.

1.1.13 “**Developer**” means LINC-Beaumont 2 Apts LP, a California limited partnership, and its permitted successors and assigns to all or any part of the Property.

1.1.14 “**Effective Date**” means the date the City Council of City approves this Agreement and from then on this Agreement shall be in full force and effect.

1.1.15 “**Eligible Household**” means a Household whose income does not exceed the qualifying limit for “lower income households” pursuant to Health and Safety Code Section 50079.5 as it exists on the Effective Date, a copy of which is attached as **Exhibit “E”**, which, as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

1.1.16 “**Household**” means all persons residing in a Unit.

1.1.17 “**Housing Regulations**” means the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, as they exist as of the Effective Date.

1.1.19 “**Median Income**” means the Riverside County, California area median income, adjusted for family size appropriate to the unit, as periodically published by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations, or successor regulation. Upon request by Developer, City shall provide to Developer the amount of the Median Income.

1.1.20 “**Monthly Rent**” means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or cable service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer. In the event that all utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent.

1.1.21 “**Project**” means that certain residential development as more particularly described in Recital D and Section 2 of this Agreement.

1.1.22 “**Property**” means that certain real property more particularly described in the legal description in **Exhibit “A”** and improvements thereon.

1.1.23 “**Regulatory Agreement**” means that certain Regulatory

Agreement and Declaration of Covenants and Restrictions included herein.

1.1.24 “*State Density Bonus Law*” means Government Code Sections 65915-65918 as they exist on the Effective Date, a copy of which is attached hereto as **Exhibit “D”**.

1.1.25 “*Substitute Affordable Units*” means an equivalent Unit in terms of number of bedrooms and plan type as an Affordable Unit.

1.1.26 “*Termination and Release of Regulatory Agreement*” means that certain instrument included herein.

1.1.27 “*Unit*” means a residential dwelling unit within the Project to be rented by Developer pursuant to this Agreement.

1.1.28 “*Unrestricted Units*” means the Units within the Project to be rented by Developer to a Household without restriction.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

- Exhibit “A” — Legal Description of the Property
- Exhibit “B” — Map showing Property and its Location
- Exhibit “C” — Planning Commission Minute Order and Conditions of Approval
- Exhibit “D” — Government Code Sections 65915-65918
- Exhibit “E” — Health and Safety Code Sections 50052.5, 50053, 50079.5
- Exhibit “F” — Notice of Exemption

2. DEVELOPMENT OF THE PROPERTY

2.1 Project. Developer shall develop, operate, and maintain the Property as a forty-eight (48) unit residential rental community.

2.2 The Project shall have forty-eight (48) Units, to be owned, occupied, operated, and maintained pursuant to the terms and conditions of this Agreement. Developer expressly understands and agrees that the State Density Bonus Law at the time of this Agreement allows up to a fifteen percent (15%) increase in the number of the Base Units because Developer shall restrict fifteen percent (15%) of the Base Units for occupancy by Eligible Households. Developer shall not construct or develop, or otherwise claim a right to construct or develop, more than eight (8) Density Bonus Units on the Property.

2.3 Unrestricted Units. The Project shall have no more than forty (40) Unrestricted Units with unit sizes as may be determined by the Developer. Developer may alter the unit distribution of the Unrestricted Units in Developer’s discretion, provided that the

Project has the minimum number of Affordable Units and the minimum distribution thereof as specified in this Agreement.

2.4 Affordable Units. The Project shall have no less than eight (8) of the Units designated as Affordable Units pursuant to the terms and conditions of this Agreement. The Affordable Units shall be consistent with the Planning Commission approval, and the Affordable Units shall be located throughout the Project, not clustered in one area or building, and shall be distributed in the same proportion as the Unrestricted Units within the Project. Developer may, subject to City's written approval, which shall not be unreasonably withheld, increase the number of Affordable Units or alter the unit distribution as provided in this Section, provided that the Project has the minimum number of Affordable Units and the minimum distribution thereof as specified herein. Developer may elect to substitute a Substitute Affordable Unit for an Affordable Unit during the Density Bonus Agreement Term. In that event the affordability requirements hereunder with respect to the Affordable Unit shall be transferred to the Substitute Affordable Unit.

2.5 Minimum Development Standards For Affordable Units. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the balance of the Unrestricted Units in the Project.

2.6 Permits and Processing; Compliance with Laws. Developer at its sole cost and expense shall secure or cause to be secured any and all permits that may be required by City or any other federal, state, or local governmental entity having or claiming jurisdiction over the Property or Project. Upon securing any and all permits, Developer shall carry out and perform the development, operation, and maintenance of the Project in conformity with all applicable federal, state, and local laws and regulations, and all conditions of approval issued by the City Council and City's Planning Commission for the Project.

2.7 Relocation Prior to Development of Project. If relocation is required prior to the completion of development of the Project, Developer shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs as may be required to comply with applicable federal and state laws and regulations. Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party for relocation assistance, benefits and costs in connection with the Project prior to the completion of the development of the Project.

2.8 Mechanic's Liens; Indemnification. The Developer shall take all actions reasonably necessary to remove any mechanic's liens or other similar liens (including design professional liens) against the Property or Project, or any part thereof, by reason of work, labor, services, or materials supplied or claimed to have been supplied to Developer or anyone holding the Property or Project, or any part thereof, through or

under Developer. Upon request by the City, Developer shall provide to the City information from the Title Company. Prior to the recording of this Agreement (or memorandum thereof) pursuant to Section 4.1 below, Developer shall provide evidence from the Title Company of any recordings against the Property or Project. City hereby reserves all rights to post notices of non-responsibility and any other notices as may be appropriate upon a filing of a mechanic's lien. Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party by reason of a mechanic's lien or work, labor, services, or materials supplied or claimed to have been supplied to Developer or anyone holding the Property or Project, or any part thereof, through or under Developer, except to the extent caused by the gross negligence or willful misconduct of City.

3. AFFORDABILITY

3.1 Total Affordability Term. Each Affordable Unit shall be restricted to use and occupancy by an Eligible Household for a total period of no less than thirty (30) years (the "Total Affordability Term"). The Total Affordability Term for an Affordable Unit shall commence on the date that the Affordable Unit receives all required occupancy permits from the City. By way of explanation of the foregoing two sentences, it is possible that the Total Affordability Period for one Affordable Unit will neither commence on the same date nor terminate on the same date as another Affordable Unit, and it is possible that the Total Affordability Terms for all Affordable Units will commence on different days and terminate on different days.

3.2 Memorializing Commencement of Total Affordability Term. Developer shall keep detailed records of the commencement date of the Total Affordability Term for each Affordable Unit and each Substitute Affordable Unit. City shall have the right to review and verify said records to ensure that the commencement date specified by Developer for an Affordable Unit or Substitute Affordable Unit coincides with the date that the initial Affordable Unit received all permits from City required for occupancy of the Unit. In the event that a conflict exists between the date specified by Developer for the commencement of the Total Affordability Term for an Affordable Unit and the date specified by City's issuance of all required permits for occupancy of the Unit, the date specified by City's issuance of all required permits for occupancy of the Unit shall control.

3.3 Article XXXIV Authority. City represents that it has obtained and allocated to the Project (as a "low rent housing project", as such term is used in Article XXXIV of the California Constitution) the authority, and the Project has been approved, as required under Article XXXIV of the California Constitution and California Health and Safety Code Sections 37000-37002.

4. OWNERSHIP AND OPERATION OF THE PROJECT BY OWNER

4.1 Recording of Documents. The City shall record or cause to be recorded in the Official Records for Riverside County, California, an executed original of this Agreement (or memorandum of this Agreement in a form approved by the City Attorney and Developer's counsel), and no later than the date of issuance of the first certificate of occupancy for the Project after its completion of construction, Developer shall record or cause to be recorded a separately executed original of the Regulatory Agreement. City shall cooperate with Developer in promptly executing in recordable form the Regulatory Agreement. Upon the date of recording, the terms and conditions of the Regulatory Agreement shall be binding upon and run with the Property and the Project. It is the express intent and agreement between the Parties that the Regulatory Agreement shall remain binding and enforceable against the Property, the Project, and the Units to ensure compliance with the State Density Bonus Law and Chapter 17.10 of the Beaumont Municipal Code, and to ensure the continued supply of Affordable Units in the Project.

4.2 Rental of Units. Upon the completion of construction of the Project and receipt by Developer of all required permits for the occupancy of the Units, Developer shall rent or cause to be rented each Affordable Unit for the Total Affordability Term for such Affordable Unit in accordance with terms and conditions set forth in the Regulatory Agreement, which provide among other terms and conditions for the rental of each Affordable Unit at an Affordable Rent to an Eligible Household for the Total Affordability Term (the "For Rent Affordable Units").

4.3 Income Verification. During the Density Bonus Agreement Term, Developer shall, at Developer's sole cost and expense, determine and verify the eligibility of Low Income Households for the rental of the Affordable Units in accordance with the terms and conditions set forth in the Regulatory Agreement.

4.4 Location of Affordable Units. During the Density Bonus Agreement Term, the Affordable Units shall be disbursed throughout the Project in accordance with the terms and conditions set forth in this Agreement and the Regulatory Agreement.

4.5 Termination and Release from Regulatory Agreement. Upon the written request of Developer to City, the Termination and Release from Regulatory Agreement shall be recorded for the benefit of Developer at the conclusion of the Density Bonus Agreement Term upon City's verification, which shall not be unreasonably delayed, that the Density Bonus Agreement Term has concluded.

5. [INTENTIONALLY RESERVED]

6. TERM OF THIS AGREEMENT

6.1 Term. The term of this Agreement (the "Density Bonus Agreement Term") shall commence on the Effective Date and shall continue until the date that is thirty (30) years after the City issues the last certificate of occupancy for the Project.

7. DEFAULT AND TERMINATION; INDEMNIFICATION

7.1 Default. Failure or delay by any Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein) constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. City hereby agrees to accept any cure offered by any limited partner or lender to Developer on the same basis as if such cure were offered by Developer.

7.2 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.3 Indemnification. In addition to any other indemnity specifically provided in this Agreement, Developer agrees to defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent) indemnify and hold harmless City and its respective officers, officials, agents, employees, representatives, and volunteers (collectively, "Indemnitees") from and against any loss, liability, claim, or judgment arising from any act or omission of Developer in connection with its obligations under this Agreement, except to the extent caused by the negligence or misconduct of Indemnitees.

8. COVENANTS RUN WITH THE LAND

8.1 [Intentionally deleted.]

8.2 Covenants Run with the Land. The Property shall be held, sold, conveyed, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property and shall be binding upon Developer and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto

expressly agree that this Agreement and the covenants herein shall run in favor of City, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. Furthermore, all of the covenants, conditions, and restrictions contained herein shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Developer hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Developer's interest in the Property is rendered less valuable thereby. Developer hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

9. MISCELLANEOUS

9.1 Notices

9.1.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Fed Ex), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to City: City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Director of Director of Planning
Phone No: (951) 769-8518
Facsimile No: (951) 769-8526

With a copy to: Slovak Baron Empey Murphy & Pinkney LLP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: John O. Pinkney
Phone No: (760) 322-2275
Facsimile No: (760) 322-2107
pinkney@sbemp.com

If to Developer: c/o LINC Housing Corporation
3590 Elm Avenue
Long Beach, CA 90807
Attn: President
Phone No: (562) 684-1120
Facsimile No: (562) 684-1137

With a copy to: Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attn: Lauren Fechter
Phone: 415-781-6600
Facsimile: 415-781-6967
lfechter@gubbandbarshay.com

With a copy to: c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President

and:

PNC BANK, NATIONAL ASSOCIATION
101 South Fifth Street, 7th Floor
Mailstop K1-K201-07-4
Louisville, Kentucky 40202
Attn: Loan Administration

9.1.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

9.2 Entire Agreement. This Agreement and all of its exhibits and attachments set forth and contain the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.

9.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property and/or Project is owned, in whole or in part, by more than one Developer, all obligations of such Developer under this Agreement shall be joint and several, and the default of any such Developer shall be the default of all such Developers.

9.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.9 Computation of Days. Unless otherwise specified in this Agreement or any Exhibit attached hereto, use of the term “days” shall mean calendar days. For purposes of this Agreement and all Exhibits attached hereto, “business days” shall mean every day of the week except Saturdays, Sundays, and official State holidays as recognized in Government

Code Section 19853(a) or successor statute.

9.10 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

9.11 Third Party Beneficiaries. No person or entity, other than City and Developer shall have any right of action based upon any provision of this Agreement.

9.12 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, pandemics, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party's control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City's failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

9.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

9.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest approved pursuant to this Agreement during ownership of the Property or any portion thereof.

9.15 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

9.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

9.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

9.18 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements as may be necessary or proper to fulfill the City's obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level employee of the City.

9.19 Estoppel Certificate. Within ten (10) business days following a written request by any of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding Party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting Party and that there are no uncured defaults in the performance of the requesting Party except as may be represented by the requesting Party.

9.20 No Subordination. City's approval of the necessary land use entitlements that authorize Developer to develop, operate, and maintain the Project was based upon Developer's obligation to provide the Affordable Units pursuant to the State Density Bonus Law and the terms and conditions of this Agreement. For the Density Bonus Agreement Term, this Agreement and the Regulatory Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof. Developer expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project.

9.21 Attorneys' Fees and Costs. If either Party to this Agreement

commences an action against the other Party to this Agreement to interpret or enforce this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

9.22 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth in the preamble above.

“CITY”
CITY OF BEAUMONT
California municipal corporation

By: _____
Mike Lara, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

City Attorney

“DEVELOPER”

LINC-Beaumont 2 Apts LP,
a California limited partnership

By: LINC-Beaumont 2 Apts LLC,
a California limited liability company,
its managing general partner

By: LINC Housing Corporation, a California
nonprofit public benefit corporation, its
sole member and manager

By: _____
Anne Wilson, Chief Real Estate
Development Officer

By: Riverside Community Housing Corp.,
a California nonprofit public benefit
corporation,
its administrative general partner

By: _____
Carrie Harmon,
Chief Operating Officer

Signature_____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____

EXHIBIT "A"
TO DENSITY BONUS HOUSING AGREEMENT
Legal Description of Property

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 26990, in the City of Beaumont, County of Riverside, State of California, on File in Book 172, Pages 65 and 66, of Parcel Maps, Records of Riverside County, Ca

EXHIBIT "B"
TO DENSITY BONUS HOUSING AGREEMENT
Map showing Property and its location
[Attached]

EXHIBIT "C"
TO DENSITY BONUS HOUSING AGREEMENT

Planning Commission Minutes

[Attached]

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Director of Director of Planning

(Space Above For Recorder's Use)

This Regulatory Agreement and Declaration of Covenants and Restrictions is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

This REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS (“Agreement”) is entered into as of this _____ day of _____ 2021, by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter “City”), and (ii) LINC-BEAUMONT 2 APTS LP, a California limited partnership (hereinafter “Owner”). City and Owner are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

A. Owner is the owner in fee of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as Attachment 1 (the “Property”) and incorporated by this reference.

B. Owner has submitted to City plans to develop on the Property a 48-unit affordable rental residential community (the “Project”).

C. On or about _____, City and Owner entered into that certain Density Bonus Housing Agreement (“Density Bonus Agreement”), which set forth the terms and conditions for the development of the Project and implemented Government Code Sections 65915-65918 (the “State Density Bonus Law”) and the City of Beaumont Affordable Housing Implementation Procedure (Beaumont Municipal Code Chapter 17-10), by requiring Owner to restrict eight (8) residential units to lower income households as defined in Health and Safety Code Section 50079.5 at the time of this Agreement, which as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for lower income households, adjusted for family size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

D. Pursuant to the Density Bonus Agreement, City and Owner desire to enter into this Agreement to place certain covenants and restrictions on the Property and use and operation of the Project, including the imposition of affordability covenants requiring that six (6) residential units be rented to Eligible Households at Affordable Rent for the Density Bonus Agreement Term (as defined below).

E. It is the intent of the City and Owner that Owner's interests in the Property shall be subject to this Regulatory Agreement and that the terms hereof shall be binding on the Owner and its successors in interest in the Property approved pursuant to the Density Bonus Agreement, for so long as this Regulatory Agreement shall remain in effect pursuant to the Density Bonus Agreement.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Definitions and Attachments.

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 ***“Adjusted for family size appropriate to the unit”*** means, pursuant to the State Density Bonus Law (Government Code section 65915(c)(1)) as it exists on the Effective Date, the same definition in Health and Safety Code section 50052.5 as it exists on the Effective Date (a copy of which is attached to the Density Bonus Agreement as Exhibit G).

1.1.2 ***“Affordable Rent”*** means annual rent that does not exceed the amount of rent (including a reasonable utility allowance) for an Eligible Household authorized pursuant to Health and Safety Code Section 50053 as it exists on the Effective Date, a copy of which is attached to the Density Bonus Agreement as Exhibit G, which is the product of thirty percent (30%) times eighty percent (80%) of Median Income, adjusted for family size appropriate for the unit. Exhibit I attached to the Density Bonus Agreement includes an example of the calculation of Affordable Rent.

1.1.3 ***“Affordable Unit”*** means individually and ***“Affordable Units”*** means collectively the eight (8) Residential Units within the Project to be rented by Owner to an Eligible Household at Affordable Rent in accordance with this Agreement and the Density Bonus Agreement.

1.1.4 ***“Agreement”*** and ***“Regulatory Agreement”*** means this Agreement and all attachments hereto.

1.1.5 ***“Base Units”*** means the forty (40) Units that Owner would be authorized to develop on the Property without application of the State Density Bonus Law.

1.1.6 ***“City”*** means the City of Beaumont, California, and the City's successors and assigns.

1.1.7 “**City Attorney**” means the City Attorney for the City of Beaumont.

1.1.8 “**City Council**” means the City Council of the City of Beaumont.

1.1.9 “**City Manager**” means the City Manager for the City of Beaumont.

1.1.10 “**City Monitoring Fee**” means the fee paid every year after the Effective Date in the amount of twenty-five dollars (\$25.00) per completed Affordable Unit, to be paid to City (or City’s designee) by Owner to defray the costs incurred by City for monitoring compliance with the affordability covenants set forth in this Agreement. The twenty-five dollar (\$25.00) base amount (effective on the Effective Date) shall be increased annually by the percentage increase (between September of the year preceding and September of the current year) in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim Average, All Items (1984 = 100). A “completed Affordable Unit” shall mean an Affordable Unit that has received a certificate of occupancy by City.

1.1.11 “**City’s Planning Commission**” means the Planning Commission for the City of Beaumont.

1.1.12 “**Density Bonus Agreement**” means the agreement referenced in Recital C of this Agreement.

1.1.13 “**Density Bonus Agreement Term**” means the period during which this Agreement shall be in full force and effect, as provided for in Section 3.1 below.

1.1.14 “**Density Bonus Units**” means the eight (8) Units in addition to the Base Units that Owner shall develop pursuant to the density allowance in the State Density Bonus Law and the terms and conditions of this Agreement, of which Owner would not be entitled to develop without providing the Affordable Units.

1.1.15 “**Effective Date**” means the date the City Council of City approves the Density Bonus Agreement.

1.1.16 “**Eligible Household**” means a Household whose income does not exceed the qualifying limit for “lower income households” pursuant to Health and Safety Code Section 50079.5 as it exists on the Effective Date, a copy of which is attached to the Density Bonus Agreement as Exhibit H, which, as of the date of this Agreement means persons and families whose income does not exceed the qualifying limit for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, as published from time to time by HCD in the California Code of Regulations.

1.1.17 “**Home Office**” means a separate area or room in an Affordable Unit used for business purposes and claimed as a business expense pursuant to federal and state income tax laws. Any room used for business purposes shall not reduce the number of bedrooms that are required to be within an Affordable Unit pursuant to this Agreement and the Density Bonus

Agreement.

1.1.18 “**Household**” means all persons residing in a Unit.

1.1.19 “**Housing Regulations**” means the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, as they exist as of the Effective Date.

1.1.20 “**Income Computation and Certification Form**” means the form used to determine and certify whether a potential renter is an Eligible Household, in a form approved by City.

1.1.21 “**Median Income**” means the Riverside County, California area median income, adjusted for family size appropriate to the unit, as periodically published by the State of California Department of Housing and Community Development in Section 6932, of Title 25 of the California Code of Regulations, or successor regulation. Upon request by Owner, City shall provide to Owner the amount of the Median Income.

1.1.22 “**Project**” means that certain residential development more particularly described in Recital B of this Agreement and Section 2 of the Density Bonus Agreement.

1.1.23 “**Residential Unit**” means a residential dwelling unit within the Project to be rented by Owner pursuant to this Agreement and the Density Bonus Agreement.

1.1.24 “**State Density Bonus Law**” means Government Code Sections 65915-65918 as it exists on the Effective Date.

1.1.25 “**Substitute Affordable Units**” means an equivalent Unit in terms of number of bedrooms for an Affordable Unit.

1.1.26 “**Unit**” means “Residential Unit.”

1.1.27 “**Unrestricted Units**” means the Residential Units within the Project to be rented by Owner to a Household without restriction.

1.2 Attachments. The following documents are attached to, and by this reference made a part of, this Regulatory Agreement:

Attachment 1 — Legal Description of Property;

2. Development of the Project. City hereby acknowledges that Owner has completed the construction and development of the Project on the Property in accordance with the Density Bonus Agreement.

3. Affordability.

3.1 Term. The term of this Agreement (the “Density Bonus Agreement Term”) shall commence on the Effective Date and shall continue until the date that is thirty (30) years after the City issues the last certificate of occupancy for the Project. Owner may elect to substitute an equivalent Unit in terms of number of bedrooms and plan type (a “Substitute Affordable Unit”) for an Affordable Unit during the Density Bonus Agreement Term. In that event the affordability requirements hereunder with respect to the Affordable Unit shall be transferred to the Substitute Affordable Unit.

3.2 City Monitoring Fee. For purposes of defraying the monitoring activities required to ensure compliance with the State Density Bonus Law and affordability covenants set forth in this Agreement, Owner shall pay the City Monitoring Fee no later than December 31 of each year. City shall deliver to Owner an invoice for the City Monitoring Fee no later than November 30 of the same year for which payment will be due on December 31. In the event that City fails to deliver an invoice for the applicable year, then Owner shall have no obligation to pay the City Monitoring Fee for that year only, and Owner shall not be relieved of the payment obligation for any future City Monitoring Fees for which City timely delivers an invoice. City shall ensure that the funds received from the City Monitoring Fee shall be used to monitor compliance with the State Density Bonus Law and affordability covenants set forth in this Agreement.

4. Use Affordability Covenants. For the entirety of the Density Bonus Agreement Term, Owner shall own, operate, and maintain the Project by renting Affordable Units in accordance with the covenants and conditions of this Section 4.

4.1 General. Owner shall devote the Property for use as a residential rental community with associated amenities such as a clubhouse and ancillary uses including a leasing and/or sales office with all of the Affordable Units to be rented to and occupied or held available for occupancy only by Eligible Households at Affordable Rent. The Affordable Units shall be consistent with the requirements and conditions set forth in Planning Commission approval, which is attached to the Density Bonus Agreement as Exhibit E, and the Affordable Units shall be located throughout the Project, not clustered in one area or building, and shall be distributed in the same proportion as the Unrestricted Units within the Project. Owner may, subject to City’s written approval, which shall not be unreasonably withheld, increase the number of Affordable Units or alter the unit distribution as provided in this Section, provided that the Project has the minimum number of Affordable Units and the minimum distribution thereof as specified herein. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the balance of the Unrestricted Units in the Project. Owner shall not permit the Residential Units to be utilized on a transient basis, or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, trailer court or park, day care facilities, or non-residential uses (other than to maintain a Home Office).

4.2 Occupancy by Eligible Households. The lease for each Affordable Unit shall provide that it is to be used as the principal residence of that Affordable Unit’s Eligible Household and for no other purpose. The lease for an Affordable Unit may allow an Eligible Household to have a Home Office so long as the Affordable Unit is the Eligible Household’s principle residence. The

lease shall further provide that an Eligible Household shall not lease or sublease its Affordable Unit or its right of occupancy.

4.3 Occupancy Limits. The number of persons permitted to occupy each Affordable Unit shall not exceed the occupancy permitted pursuant to the general requirements of the United States Department of Housing and Urban Development in effect on the Effective Date of the Density Bonus Agreement. The lease for each Affordable Unit shall include a provision limiting the number of persons permitted to occupy each Affordable Unit in accordance with the preceding sentence and Owner shall enforce such occupancy restrictions.

4.4 Determination of Eligible Household Status. Immediately prior to any occupancy of an Affordable Unit, Owner shall obtain an Income Computation and Certification Form from each applicant for an Affordable Unit dated immediately prior to the date of initial occupancy of the Affordable Unit by such applicant. In addition, Owner shall provide such further information as may be reasonably required by City for purposes of verifying a tenant's status as an Eligible Household. Owner shall verify that the income provided by an applicant is accurate by obtaining the following as a part of the verification process: (a) the Social Security Number (if available) of the proposed purchaser; (b) copies of the federal and state income tax returns if filed by the proposed purchaser for the prior two (2) calendar years; (c) copies (if available) of the two most current wage earning statements of the proposed purchaser; (d) a certification as to the income and family size of the applicant; and (e) any other information that City may reasonably require to verify the income of the proposed purchaser. Owner shall maintain in its records each Income Computation and Certification Form obtained pursuant to this Section and Section 4.5 for a minimum period of three (3) years.

4.5 Recertification. Within sixty (60) days prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and on each anniversary date thereafter, or if preferred by Owner and approved in writing by City, within sixty (60) days prior to January 1 of each year, Owner shall recertify the income of such Eligible Household by obtaining a completed Income Computation and Certification Form based upon the current income of each occupant of the Affordable Unit. In the event that recertification demonstrates that a Household's income exceeds the income permitted for Eligible Household status, Owner shall perform either of the following: (i) To the extent permitted by applicable law, the occupants' lease shall not be renewed and said occupants shall be required to vacate the unit within one hundred eighty (180) days after the recertification; or (ii) the next available Unrestricted Unit in the Project shall be leased as an Affordable Unit at Affordable Rent to an Eligible Household so that the Project will be in compliance with the covenants and conditions of this Agreement, and the previous Affordable Unit shall be redesignated as an Unrestricted Unit and the occupants thereof may be charged the amount of rent for an Unrestricted Unit.

4.6 Leasing Affordable Units. The Affordable Units shall be available for rental on a continuous basis and Owner shall not give preference to any particular class or group in renting Affordable Units, except to the extent that the Affordable Units are required to be rented to Eligible Households. Owner shall maintain a list of persons who have applied for an Affordable Unit and, should multiple tenants be equally eligible (as to income, credit history, and other nondiscriminatory criteria) and qualified to rent an Affordable Unit, Owner shall rent available Affordable Units to Eligible Households on a first qualified (with reasonable efforts made to qualify applicants in the order that the applications are received), first offered basis, or pursuant

to a lottery system. Owner shall use commercially reasonable efforts to lease Affordable Units that become available as quickly as possible. Subject to applicable law, Owner shall market the Affordable Units to the citizens of the City of Beaumont on a nonexclusive basis.

4.7 Rental Agreement. The form of the lease agreement that will be entered into between Owner and Eligible Households shall be reasonably approved by City prior to the rental or leasing of any of the Affordable Units. Once approved, no material changes shall be made to the form of the lease agreement relating to the total rent to be paid by an Eligible Household, the qualification of an Eligible Household, or usage of the Affordable Unit, without City's prior written approval, which shall not be unreasonably withheld. The lease agreement shall obligate the Eligible Households to comply with the provisions set forth in this Agreement, and an Eligible Household who violates such requirements shall be in default under the rental agreement. Each lease agreement with an Eligible Household shall include a provision to the effect that the Owner has relied on the information provided by the Eligible Household on the Income Computation and Certification Form and all other supporting information supplied by the Eligible Household in determining qualification for occupancy of the applicable Affordable Unit, and that any material misstatement in such certification (whether or not intentional) shall be cause for immediate termination of such lease agreement. In addition, each lease agreement shall contain a provision that failure to cooperate with the annual recertification process may disqualify the Eligible Household as such and will be cause for immediate termination of such lease agreement. Any termination shall be subject to fair housing laws and other laws designed to protect the rights of tenants.

5. Termination and Release from Regulatory Agreement. The covenants set forth in this Regulatory Agreement shall remain binding and in effect from the date of its recording until the date the executed Termination and Release of Regulatory Agreement is recorded for the benefit of the Property in the Official Records for Riverside County, California for all of the Affordable Units. The Termination and Release of Regulatory Agreement shall be executed and recorded pursuant to the terms and conditions set forth in Section 4.5 of the Density Bonus Agreement.

6. No Discrimination. Owner shall not discriminate on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, or rental, or in the use, occupancy, or enjoyment of the Property, nor shall Owner itself, or any person claiming under or through it, establish or permit any such practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or any portion thereof. The foregoing covenants shall run with the land.

7. Maintenance of Property. For the Density Bonus Agreement Term, Owner shall maintain or cause to be maintained the Property and all improvements on the Property in a good condition and repair (and, as to landscaping, in a healthy condition), ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction. City places prime importance on quality maintenance to ensure that residential developments which include affordable units within the City of Beaumont are not allowed to deteriorate due to substandard maintenance. In addition, Owner shall keep the Property free from

all graffiti and any accumulation of debris or waste material. Owner shall make all repairs and replacements necessary to keep the improvements in first class condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable materials. In the event that Owner breaches any of the covenants contained in this Section 7, and such default continues for a period of five (5) days after written notice from a City or such longer period of time as is reasonably necessary to correct the condition (with respect to landscaping, graffiti, debris, waste material, and general maintenance) or thirty (30) days after written notice from City or such longer period of time as is reasonably necessary to correct the condition (with respect to building improvements), then City in addition to whatever other remedy it may have at law or in equity shall have the right (but not the obligation) to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, City shall be permitted (but not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach and record a lien against the Property enforceable in the same manner as a lien imposed for a nuisance, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by Owner to City upon demand.

8. Management. For the Density Bonus Agreement Term, Owner shall manage or cause to be managed the Project in accordance with this Agreement and Density Bonus Agreement. In the event of “Gross Mismanagement” (as that term is defined below), City shall have the authority to require that such Gross Mismanagement cease immediately and that management of the Property comply with this Agreement and the Density Bonus Agreement. City shall provide written notice to Owner of the event(s) of Gross Mismanagement occurring and Owner shall have thirty (30) days after receipt of such notice (or such shorter period as specified in this Agreement, or longer period as is reasonably necessary to correct the condition) to cure, correct, or remedy the event(s) of Gross Mismanagement identified in City’s notice and to notify City of the cure, correction, or remedy. For purposes of this Agreement the term “Gross Mismanagement” shall mean management of the Project in a manner which violates the terms of this Agreement and/or the Density Bonus Agreement and shall include, but is not limited to, the following:

- i. Knowingly allowing an Affordable Unit to be occupied by a person or Household that does not qualify as an Eligible Household;
- ii. Knowingly renting an Affordable Unit for more than Affordable Rent;
- iii. Allowing the prescribed occupancy levels to be exceeded without taking immediate action to stop such overcrowding; or
- iv. Failure to maintain the Property in the manner prescribed in Section 7.

9. Records. Owner shall maintain complete and accurate records pertaining to the Affordable Units for a period of no less than three (3) years (unless a longer period of time is

expressly set forth herein), and shall permit any duly authorized representative of City to inspect the books and records of Owner pertaining to the Affordable Units within 24 hours of demand by City.

10. Right to Inspect. City shall have the right to inspect the Property and the Affordable Units for purposes of assuring compliance with this Agreement during normal business hours on not less than seventy-two (72) hours written notice.

11. Indemnification. Owner shall defend (with counsel of City's choosing and the consent of Owner, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Owner's consent), indemnify and hold harmless City and its officers, officials, members, agents, employees, representatives, and volunteers from and against any loss, damage, costs, expenses, liability, claim, or judgment (collectively, "claims") relating to the operation of the Project and Residential Units as rental properties thereon, or Owner's performance under this Agreement, except to the extent claims are caused by the negligence or misconduct of City.

12. Insurance. Upon completion of construction of the Project and in no event later than the date upon which the first Residential Unit has received all required occupancy permits from the City and for the duration of this Regulatory Agreement, Owner shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Owner and City, and shall provide City evidence reasonably acceptable to City, of insurance policies meeting the minimum requirements set forth in this Section 12.

12.1 Types of Insurance Policies. The insurance policies to be maintained by Owner upon the date specified above and for the duration of the term of this Agreement are as follows:

- i. Commercial General Liability insurance with respect to the Property and the operations of or on behalf of Owner, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability, subject to such increases in amount as City may reasonably require from time to time; provided, that the percentage increase in coverage shall not be required to exceed the percentage increase in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim Average, All Items (1984 = 100) (the "Index"), from and after the date of this Agreement, or, if said Index is discontinued, such official index as may then be in existence and which is most nearly equivalent to said Index (the "CPI Adjustment"). Unless otherwise approved in advance by the City, the insurance to be provided by Owner may provide for a deductible or self-insured retention of not more than Twenty-Five Thousand Dollars (\$25,000.00), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above. City and its officers, officials, members, employees, volunteers, agents, and

representatives shall be named as additional insureds under such policy or policies.

- ii. With respect to the improvements and any fixtures and furnishings to be owned or leased by Owner on the Property, all risk property insurance against fire, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard “all risk” form in general use in Riverside County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. City shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

12.2 Policy Requirements. A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to City on or prior to the date specified in Section 12 above, and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. City may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Owner hereunder. In no event shall the limits of any policy be considered as limiting the liability of Owner hereunder. In addition to the requirements set forth in Section 12.1, each insurance policy required to be carried by Owner pursuant to this Agreement:

- i. shall be primary insurance and not contributory with any other insurance which City or its officers, officials, members, employees, volunteers, agents, or representatives may have;
- ii. shall contain no special limitations on the scope of protection afforded to City or its officers, officials, members, employees, volunteers, agents, and representatives;
- iii. shall be “per occurrence” rather than “claims made” insurance;
- iv. shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- v. shall provide that the policy will not be cancelled by the insurer or Owner unless there is a minimum of thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested to City;
- vi. shall be written by a California licensed insurer with a Best rating of not less than A:VII;
- vii. shall be endorsed to state that any failure to comply with the reporting

provisions of the policies shall not affect coverage provided to City and its officers, officials, members, employees, volunteers, agents, and representatives; and

- viii. shall contain a waiver by the insurer of any right to subrogation against City, and its officers, officials, members, employees, volunteers, agents, and representatives which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of City or its officers, officials, members, employees, agents, or representatives.

13. Repair of Damage. If any improvements on the Property shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty, Owner shall promptly proceed to obtain insurance proceeds and provided the insurance proceeds are sufficient to restore the Property and the insurance proceeds are made available therefor by the secured lenders, take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the improvements to substantially the same condition as the improvements are required to be maintained pursuant to this Agreement, and Owner shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed one year from the date of the destruction subject to events of force majeure unless City, in its sole and absolute discretion, approves a longer period of time; provided however, that to the extent there are delays caused by the City or any other governmental agency in processing permits, inspections or any other City police power responsibilities, or there are delays by the insurance company in processing and providing payment for a claim, each day of delay shall extend the time period by one day in which Owner shall carry out its obligations pursuant to this section. Nothing in this Section 13 is or shall be deemed to be a waiver or delegation away of any of City's police power and ability to enforce the law, policies, and regulations enacted pursuant thereto, including but not limited to the City's power and procedures to issue permits, conduct inspections, or any other police power responsibility that applies to the Property and Project.

14. Defaults and Remedies.

14.1 Defaults. Failure or delay by any Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein) constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. City hereby agrees to accept any cure offered by any limited partner of or lender to Developer on the same basis as if such cure were offered by Developer.

14.2 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

15. Miscellaneous.

15.1 Entire Agreement. This Agreement and the Density Bonus Agreement and all of the exhibits and attachments thereto set forth and contain the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein or therein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

15.2 Attorneys' Fees and Costs. If either Party to this Agreement commences an action against the other Party to this Agreement to interpret or enforce this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

15.3 [Intentionally deleted.]

15.4 Interpretation; Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

15.5 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

15.6 Third Party Beneficiaries. No person or entity, other than City and Owner, shall have any right of action based upon any provision of this Agreement.

15.7 Notices.

15.7.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail

with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Fed Ex), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to City: City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Director of Director of Planning
Phone No: (951) 769-8518
Facsimile No: (951) 769-8526

With a copy to: Slovak Baron Empey Murphy & Pinkney LLP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262
Phone No: (760) 322-2275
Facsimile No: (760) 322-2107

If to Developer: LINC-Beaumont 2 APTS LP
555 E. Ocean Blvd, Suite 900
Long Beach, CA 90802
Attn: President
Phone No: (562) 684-1120
Facsimile No: (562) 684-1137

With a copy to:

Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612
Attn: Lauren Fechter
Phone: 415 781-6600
Facsimile: 415 781-6967
lfechter@gubbandbarshay.com

With a copy to:

c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President

and:

PNC BANK, NATIONAL ASSOCIATION
101 South Fifth Street, 7th Floor
Mailstop K1-K201-07-4
Louisville, Kentucky 40202
Attn: Loan Administration

15.7.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

15.8 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

15.9 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.

15.10 Joint and Several Obligations. If at any time during the term of this Agreement the Property and/or Project is owned, in whole or in part, by more than one Owner, all obligations of such Owner under this Agreement shall be joint and several, and the default of any such Owner shall be the default of all such Owners.

15.11 Computation of Days. Unless otherwise specified in this Agreement or any attachment hereto, use of the term “days” shall mean calendar days. For purposes of this Agreement and all attachments hereto, “business days” shall mean every day of the week except Saturdays, Sundays, and official State holidays as recognized in Government Code Section 19853(a) or successor statute.

15.12 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon

the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

15.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

15.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest approved pursuant to this Agreement during ownership of the Property or any portion thereof.

15.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

15.16 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements as may be necessary or proper to fulfill the City's obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level employee of the City.

15.17 Covenants Run with the Land. The Property shall be held, sold, conveyed, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property and shall be binding upon Owner and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto expressly agree that this Agreement and the covenants herein shall run in favor of City, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. Furthermore, all of the covenants, conditions, and restrictions contained herein

shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Owner hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Owner's interest in the Property is rendered less valuable thereby. Owner hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

15.18 Subordination. City's approval of the necessary land use entitlements that authorize Owner to develop, operate, and maintain the Project was based upon Owner's obligation to provide the Affordable Units pursuant to the State Density Bonus Law and the terms and conditions of this Agreement. For the Density Bonus Agreement Term, this Agreement and the Density Bonus Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof. Owner expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project.

15.19 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

15.20 Counterparts. This Agreement may be executed in two or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counterparts. The Parties hereunder authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

15.21 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, pandemics, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party's control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City's failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

[signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth in the preamble above.

“CITY”
CITY OF BEAUMONT
California municipal corporation

By: _____
Mike Lara, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

City Attorney

“DEVELOPER”

LINC-Beaumont 2 Apts LP,
a California limited partnership

By: LINC-Beaumont 2 Apts LLC,
a California limited liability company,
its managing general partner

By: LINC Housing Corporation, a California
nonprofit public benefit corporation, its sole
member and manager

By: _____
Anne Wilson, Chief Real Estate
Development Officer

By: Riverside Community Housing Corp.,
a California nonprofit public benefit
corporation,
its administrative general partner

By: _____
Carrie Harmon,
Chief Operating Officer

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

**ATTACHMENT A
To Regulatory Agreement**

LEGAL DESCRIPTION OF PROPERTY

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Director of Director of Planning

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Termination Release of Regulatory Agreement is recorded at the request and for the benefit of the City of Beaumont and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

TERMINATION AND RELEASE OF REGULATORY AGREEMENT

This TERMINATION AND RELEASE OF REGULATORY AGREEMENT (the "Termination and Release of Regulatory Agreement") is being entered into by and between (i) the CITY OF BEAUMONT, a California municipal corporation (hereinafter "City"), and (ii) LINC-BEAUMONT 2 APTS LP, a California limited partnership (hereinafter "Owner"). City and Owner are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS:

A. Owner is the owner in fee of that certain real property located in the City of Beaumont, County of Riverside, State of California, more particularly described in the legal description attached hereto as Exhibit No. 1 (the "Property") and incorporated by this reference.

B. On or about _____, Owner and City entered into that certain Density Bonus Housing Agreement (the "Density Bonus Agreement") relating to the Property. The Density Bonus Agreement is a public record and is available for inspection and copying in the office of the City Clerk of City located at 550 East Sixth Street, City Beaumont, County of Riverside, State of California. Any capitalized terms not defined herein shall have the meanings ascribed to such terms in the Density Bonus Agreement.

C. The Owner has developed on the Property a 48-unit affordable rental residential community (the "Project"). Pursuant to a City condition of approval for the Project and the Density Bonus Agreement, Owner was required to develop eight (8) of said units (the "Affordable Units") to be rented at Affordable Rent to Eligible Households.

D. Pursuant to the Density Bonus Agreement, Owner was required to execute and record that certain Regulatory Agreement and Declaration of Covenants and Restrictions (the "Regulatory Agreement"), recorded on _____ 2021, as Instrument No. _____ of the Official Records for Riverside County, California. The Regulatory Agreement was recorded against the Property, to provide constructive notice thereof to any successors or assigns of Owner's

fee interest of the Property, and to memorialize and impose the restrictive covenants, including the affordability covenants that eight (8) Units were to be rented at Affordable Rent to Eligible Households during the Density Bonus Agreement Term.

E. Pursuant to the Density Bonus Agreement and the Regulatory Agreement, after the expiration of the Density Bonus Agreement Term, Owner and City are required to execute and record or cause to be executed and recorded for the benefit of the Property this Termination and Release of Regulatory Agreement, whereupon the Property and Project would be released from the terms and conditions of the Regulatory Agreement, and Owner would be released from its obligations under the Density Bonus Agreement.

COVENANTS:

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Owner and City agree as follows:

1. From and after the date that this Termination and Release of Regulatory Agreement is recorded, neither the Property nor the Project shall be bound or burdened by any of the provisions set forth in the Regulatory Agreement.

2. City shall cooperate in executing any further or additional documents, in recordable form if necessary, as may be reasonably requested by any existing or prospective owner or holder of a mortgage or deed of trust of, in, or to any of the Property and/or Project to confirm said Termination and Release of Regulatory Agreement. The form of any such additional documents shall be prepared by such existing or prospective owner or holder at no cost to City, and shall be in a form approved by the City Attorney.

3. City does hereby certify that the Density Bonus Agreement Term has expired, and that the Property is hereby released from any further obligations set forth in the Density Bonus Agreement.

4. This Termination and Release of Regulatory Agreement shall not constitute evidence of compliance with or satisfaction of any obligation of Owner to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction of the Project on the Property or any part thereof or operation of the Project.

[signatures on next page]

IN WITNESS WHEREOF, City has executed this Termination and Release of Regulatory Agreement as of this ____ day of _____, ____.

CITY OF BEAUMONT, a California
municipal corporation

By: _____

Mike Lara, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

“DEVELOPER”

LINC-BEAUMONT 2 APTS LP, a California limited partnership

By: LINC-Beaumont 2 APTS LLC,
a California limited liability company,
its managing general partner

By: LINC Housing Corporation, a
California nonprofit public benefit
corporation, its sole member and
manager

By: _____
Anne Wilson, Chief Real
Estate Development Officer

By: Riverside Community Housing Corp.,
a California nonprofit public benefit
corporation, its administrative general partner

By: _____
Carrie Harmon,
Chief Operating Officer

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

**ATTACHMENT A
TO TERMINATION AND RELEASE
OF REGULATORY AGREEMENT**

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 26990, IN THE CITY OF BEAUMONT, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGES
65 AND 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

ASSESSOR'S PARCEL NUMBER:419-150-050



ALLEGHENY APTS.
ALLEGHENY STREET
BEAUMONT, CA

No.	Date	Issue / Description
03.25.2019	PLANNING DEPT. SUBMITTAL	
07.13.2019	PLANNING DEPT. SUBMITTAL	
04.23.2019	PLANNING COMMENTS	

LICENSE STAMP:

SHEET TITLE:

COVER SHEET

SHEET NO.:

SHEET INDEX

SHEET TITLE

ARCHITECTURAL DRAWINGS

A1	COVER SHEET
A2	ARCHITECTURAL SITE PLAN
A3	UNIT PLANS
A4	COMMUNITY ROOM
A5	BUILDING TYPE 'A' - COMPOSITE FLOOR PLAN
A6	BUILDING TYPE 'A' - ROOF PLAN
A7	BUILDING TYPE 'A' - ELEVATIONS
A8	BUILDING TYPE 'B' - COMPOSITE FLOOR PLAN
A9	BUILDING TYPE 'B' - ROOF PLAN
A10	BUILDING TYPE 'B' - ELEVATIONS

PROJECT SUMMARY

SUMMARY

PROJECT ADDRESS	ALLEGHENY ST. BEAUMONT, CA	
APN	419-150-050	
LOT AREA	1.48 Acres	
UNIT TABULATION		
UNIT PLAN 1 - 2-BDRM (912 SF)	24	
UNIT PLAN 2 - 3-BDRM (1,159 SF)	24	
	48	
BUILDING AREA		
BUILDING TYPE 'A'	34,554 SF	
BUILDING TYPE 'B'	29,760 SF	
	64,314 SF	
ANALYSIS		
	REQUIRED	PROPOSED
DENISITY	24 DU/AC + 35% = 48	48
FAR	MAX 64,468 SF (1:1)	64,314
SETBACKS		
FRONT	25'	25'
SIDE	NONE	MIN. 7'
REAR	NONE	MIN. 6'
HEIGHT	50 FT MAX	34'-8" AT HIGHEST POINT
OPEN SPACE	9,700 SF	10,801 SF
LOT COVERAGE	50%	38.80%
PARKING	24	28

ABBREVIATIONS

&	AND	FDN.	FOUNDATION	PLYWD.	PLYWOOD
∠	ANGLE	FE.	FIRE EXTINGUISHER	PNL.	PANEL
@	AT	FEC.	FIRE EXTINGUISHER CABINET	PTD.	PAINTED
○	CENTERLINE	FFLR.	FINISH FLOOR	PLUMB.	PLUMBING
∅	DIAMETER OR ROUND	FG.	FINISH GRADE	PLYWD.	PLYWOOD
#	FOUND OR NUMBER	FHC.	FIRE HOSE CABINET	R.	PROPERTY LINE
(E)	EXISTING	FIN.	FINISH	PR.	PAIR
		FLASH.	FLASHING	PT.	POINT
		FLUOR.	FLUORESCENT	PREFAB.	PREFABRICATED
		FOC.	FACE OF CONCRETE	P.T.D.	PAPER TOWEL DISPENSER
		F.O.F.	FACE OF FINISH	P.T.D./R	COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE
		F.O.M.	FACE OF MULLION	PTN.	PARTITION
		F.O.S.	FACE OF STUDS	P.T.R.	PAPER TOWEL RECEPTACLE
		FRFF.	FIREPROOF	QT.	QUARRY TILE
		FRAMG	FRAMING	R.	RISER
		FS.	FULL SIZE	RAD.	RADIUS
		FT.	FOOT OR FEET	R.	RADIUS
		FTG.	FOOTING	R.D.	ROOF DRAIN
		FURF.	FURRING	REF.	REFERENCE
		FUT.	FUTURE	REFR.	REFRIGERATOR
		GA.	GAUGE	REV.	REVERSE
		GALV.	GALVANIZED	REINF.	REINFORCE, REINFORCED
		GB.	GRAB BAR	RGT.R.	REGISTER
		GL.	GLASS	REQ.	REQUIRED
		GND.	GROUND	RESIL.	RESILIENT
		GR.	GRADE	RM.	ROOM
		GYP.	GYP SUM	R.O.	ROUGH OPENING
		GYP. BD.	GYP SUM BOARD	RWD.	REDWOOD
		GB.	GYP SUM BOARD	RWL.	RAIN WATER LEADER
		HB.	HOSE BIBB	S.	SOUTH
		H.C.	HOLLOW CORE	S.C.	SOLID CORE
		HDR.	HEADER	S.C.D.	SEAL COVER DISPENSER
		HDWD.	HARDWOOD	SCHED.	SCHEDULE
		HDWE.	HARDWARE	S.D.	SOAP DISPENSER
		H.M.	HOLLOW METAL	SECT.	SECTION
		HORIZ.	HORIZONTAL	SF.	SQUARE FEET
		HR.	HOUR	SH.	SHELF
		HGT.	HEIGHT	SHR.	SHOWER
		HVAC.	HEATING VENTILATING AIR CONDITIONING	SHT.	SHEET
		HORIZ.	HORIZONTAL	SIM.	SIMILAR
		ID.	INSIDE DIAMETER	SKYLT.	SKYLIGHT
		INSL.	INSULATION	SL.	SLOPE
		INT.	INTERIOR	SND.	SANITARY NAPKIN DISPENSER
		JAN.	JANITOR	SNR.	SANITARY NAPKIN RECEPTACLE
		JT.	JOINT	SP.	SPACE
		LAB.	LABORATORY	SPEC.	SPECIFICATIONS
		LAM.	LAMINATE	SQ.	SQUARE
		LAV.	LAVATORY	SSK.	SERVICE SINK
		LKR.	LOCKER	SST.	STAINLESS STEEL
		LT.	LIGHT	STA.	STATION
				STD.	STANDARD
				STL.	STEEL
				STOR.	STORAGE
				STR.	STRUCTURAL
				STRCTL.	STRUCTURE
				STRUC.	STRUCTURE
				SUSP.	SUSPENDED
				SYM.	SYMMETRICAL
				TB.	TOWEL BAR
				TCQURB.	TOP OF CURB
				TEL.	TELEPHONE
				TER.	TERRAZZO
				T & G	TONGUE AND GROOVE
				THK.	THICK
				TOP.	TOP OF PARAPET
				T.P.	TOP OF PAVEMENT
				T.P.D.	TOILET PAPER DISPENSER
				TRD.	TREAD
				TV.	TELEVISION
				T.W.	TOP OF WALL
				TY.	TYPICAL
				T.O.SHTG	TOP OF SHEATHING
				T.O.C.	TOP OF CONCRETE
				UNF.	UNFINISHED
				U.O.N.	UNLESS OTHERWISE NOTED
				URV.	URINAL
				VERT.	VERTICAL
				VEST.	VESTIBULE
				W.	WEST
				W/.	WITH
				WC.	WATER CLOSET
				WD.	WOOD
				WH.	WATER HEATER
				W/O.	WITHOUT
				WP.	WATERPROOF
				WSCOT.	WAINSCOT
				WT.	WEIGHT

BUILDING SUMMARY

SCOPE OF WORK

TWO NEW 3-STORY APARTMENT BUILDINGS WITH (48) 2 AND 3-BDRM AFFORDABLE UNITS AND A COMMUNITY ROOM.

BUILDINGS

MIXED-USE BLDG. OCCUPANCY:	BOTH BLDGS.
GROUP A-3/B: COMMUNITY/MULTI-PURPOSE ROOM	CONSTRUCTION: TYPE V-A
GROUP R-2: APARTMENT UNITS	HEIGHT: 34'-8" TO TOP OF ROOF
SINGLE-USE BLDG OCCUPANCY:	SPRINKLERED: YES - NFPA 13
GROUP R-2: APARTMENT UNITS	STORIES: 3 STORES

VICINITY MAP

BUILDING CODES

ALL WORK SHALL CONFORM TO 2016 CBC

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA FIRE CODE
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE
2016 CALIFORNIA REFERENCED STANDARDS CODE

DEFERRED SUBMITTALS

SUBMITTAL DOCUMENTS FOR DEFERRED ITEMS SHALL BE SUBMITTED TO THE ARCHITECT OR ENGINEER OF RECORD, WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED DOCUMENTS HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING. THE DEFERRED ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL, PER CBC 106.342.

- TRUSSES
- ELEVATOR
- STAIRS - SHOP DRAWINGS
- SPRINKLERS

ACCESSIBILITY

THIS BUILDING SHALL COMPLY WITH ALL FEDERAL AND STATE ACCESSIBILITY REQUIREMENTS AS FOLLOWS:

- ALL COMMON AREAS SHALL BE ACCESSIBLE (ADA 2010 AND CBC CHAPTER 11B).
- 10% OF UNITS SHALL BE ACCESSIBLE (CBC CHAPTER 11B), 4% OF THE UNITS SHALL CONTAIN COMMUNICATION FEATURES (CBC CHAPTER 11B)
- REQUIRED ACCESSIBLE PARKING SPACES: 2 ACCESSIBLE SPACES REQUIRED (ADA 2010, TABLE 2082)

SEPARATE PERMITS

SEPARATE PERMITS SHALL BE OBTAINED FOR THE FOLLOWING CONSTRUCTION, AND SHALL BE COMPLETED BEFORE FINAL INSPECTION OF BUILDING

- EXTERIOR SIGNS
- SPRINKLERS

FIRE ALARM SYSTEM

THE FIRE ALARM SYSTEM SHALL BE REVIEWED AND APPROVED BY THE LOCAL FIRE PROTECTION AUTHORITY PRIOR TO INSTALLATION. SYSTEM SHALL INCLUDE 2-WAY COMMUNICATION SYSTEM AT ELEVATOR LANDING.

FIRE SPRINKLERS

THE FIRE SPRINKLER SYSTEM SHALL CONFORM TO NFPA 13 MINIMUM STANDARDS AND SHALL BE REVIEWED AND APPROVED BY THE LOCAL FIRE PROTECTION AUTHORITY PRIOR TO INSTALLATION. PLANS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

SIGNAGE NOTES

- PER SECTION 10114, TACTILE EXIT SIGNS SHALL BE REQUIRED AT THE FOLLOWING LOCATIONS:
 - EACH GRADE-LEVEL EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 10111 SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD, "EXIT"
 - EACH EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 10111 AND THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE:
 - "EXIT STAIR DOWN"
 - "EXIT RAMP DOWN"
 - "EXIT STAIR UP"
 - "EXIT RAMP UP"
 - EACH EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 10111 AND THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE"
 - EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO COMPLY WITH CBC SECTION 10111 SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE"
 - EACH EXIT DOOR THROUGH A HORIZONTAL EXIT THAT IS REQUIRED TO COMPLY WITH CBC SECTION 10111 SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT."
- RAISED CHARACTER AND BRAILLE EXIT SIGNS SHALL COMPLY WITH CHAPTER 11B AND ADA 2010.
- STAR WAY SIGNAGE SHALL COMPLY WITH CBC, SECTION 10229.

PROJECT DIRECTORY

DEVELOPER/ OWNER:	LINC HOUSING 555 E. OCEAN BLVD., STE. 900 LONG BEACH, CA 90802 TEL: (562) 684-1131 CONTACT: MONICA MEJIA
ARCHITECT:	DBB DESIGN AND PLANNING, INC. 3986 GARDNER CARSTRAND SAN JUAN CAPISTRANO, CA 92675 TEL: (949) 302-6296 CONTACT: BRIAN NELLER



ALLEGHENY APARTMENTS

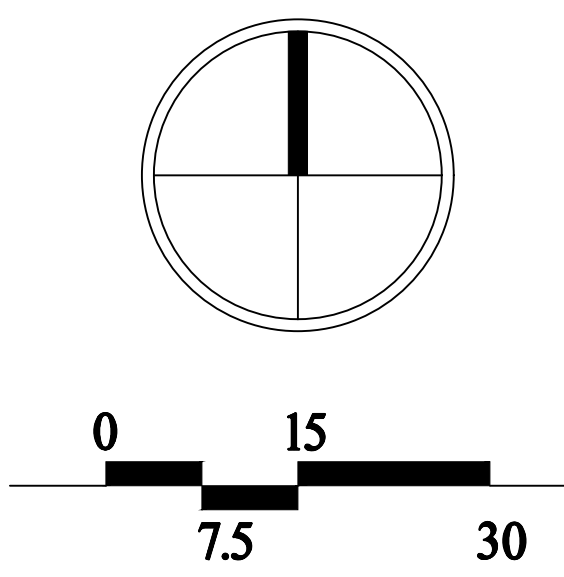
ALLEGHENY STREET
BEAUMONT, CA
APN: 419-150-050

ALLEGHENY APTS.
ALLEGHENY STREET
BEAUMONT, CA



No.	Date	Issue / Description
03.25.2019	PLANNING DEPT. SUBMITTAL	
07.13.2019	PLANNING DEPT. SUBMITTAL	
04.23.2019	PLANNING COMMENTS	

IT IS THE CLIENT'S RESPONSIBILITY PRIOR TO ANY CONSTRUCTION TO NOTIFY THE ARCHITECT IN WRITING OF ANY PROPOSED CHANGES TO THE PLAN AND SPECIFICATIONS OF WORK. CONTRACTOR PROFESSIONALS SHALL BE RESPONSIBLE FOR THE DESIGN, CODES AND METHODS OF CONSTRUCTION. ALL OPEN SPACE AREAS SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. ANY CHANGES TO THE PLAN OR SPECIFICATIONS SHALL BE MADE IN WRITING AND APPROVED BY THE ARCHITECT PRIOR TO THE CLIENT OR CLIENT'S DESIGN/TEAM AND PROCEEDING WITH THE WORK. THE CLIENT SHALL BE RESPONSIBLE FOR ANY PROJECTS IN CONSTRUCTION OF THESE PROVISIONS ARE NOT FOLLOWED.



SITE PLAN SCALE: 1"=15'-0"

DESIGNATION	DESCRIPTION	AREA (SF)
A	Open space in adjacent to Bldg. A	1,305
B	Open space in adjacent to Bldg. A	2,168
C	Open space in adjacent to Bldg. A	1,021
D	OS Adjacent to East property line	1,371
E	Open space in adjacent to Bldg. B	3,184
F	Community Room area (Sht. A.4)	1,752
TOTAL		10,801

OPEN SPACE CALCULATIONS

RESIDENTIAL (100% ON-SITE RESTRICTED AFFORDABLE)	
REQUIRED:	24 (.5/UNIT)
PROVIDED:	28

PARKING CALCULATIONS

SITE PLAN LEGEND

- INDICATES ACCESSIBLE PATH OF TRAVEL CONNECTING PUBLIC ROW, BUILDING AND ACCESSIBLE PARKING
- INDICATES BUILDING FOOTPRINT AT FIRST FLOOR
- INDICATES OPEN SPACE AREAS (SEE TABLE ON THIS PAGE)

LICENSE STAMP:

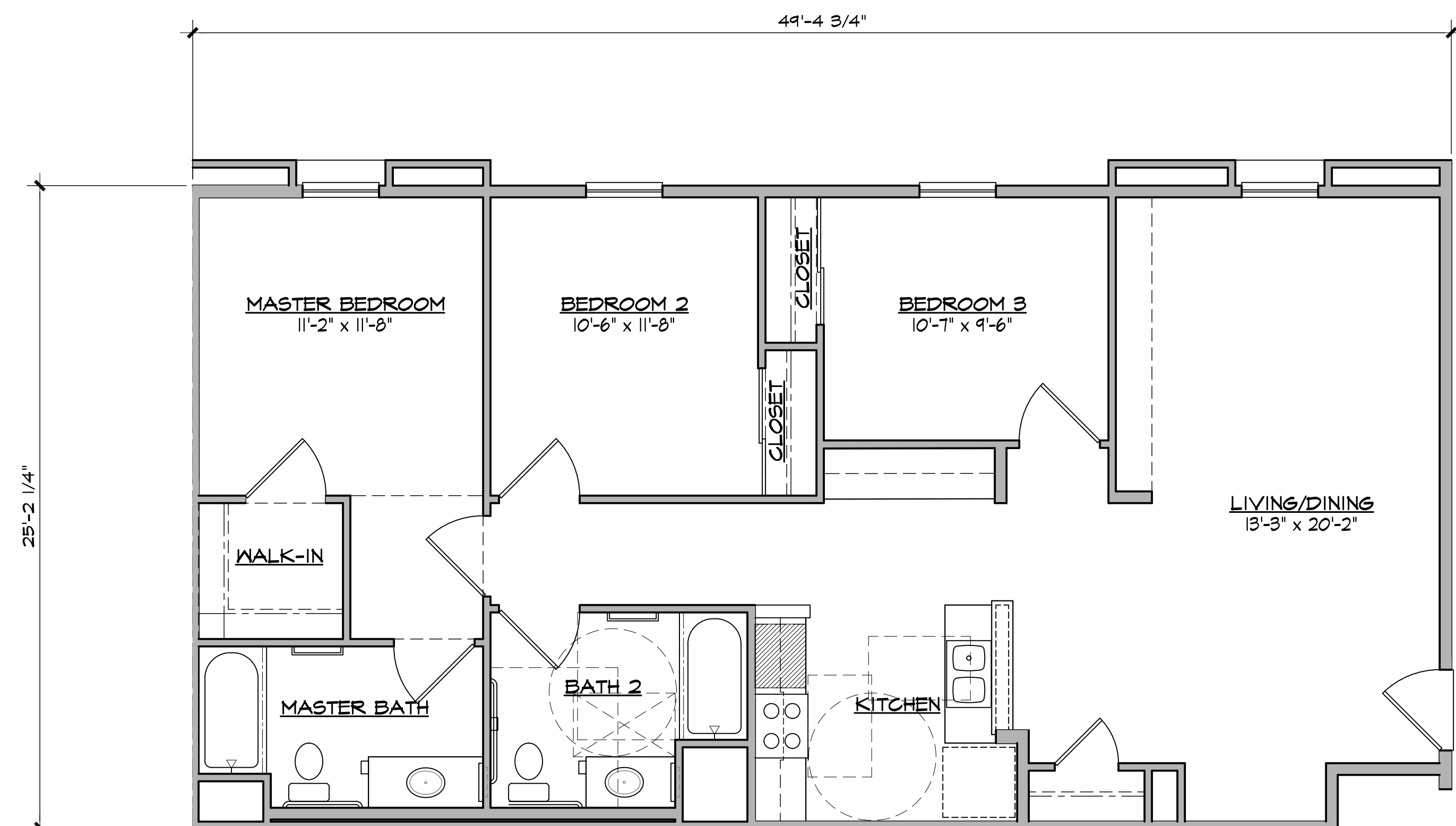
SHEET TITLE:

**ARCHITECTURAL
SITE PLAN**

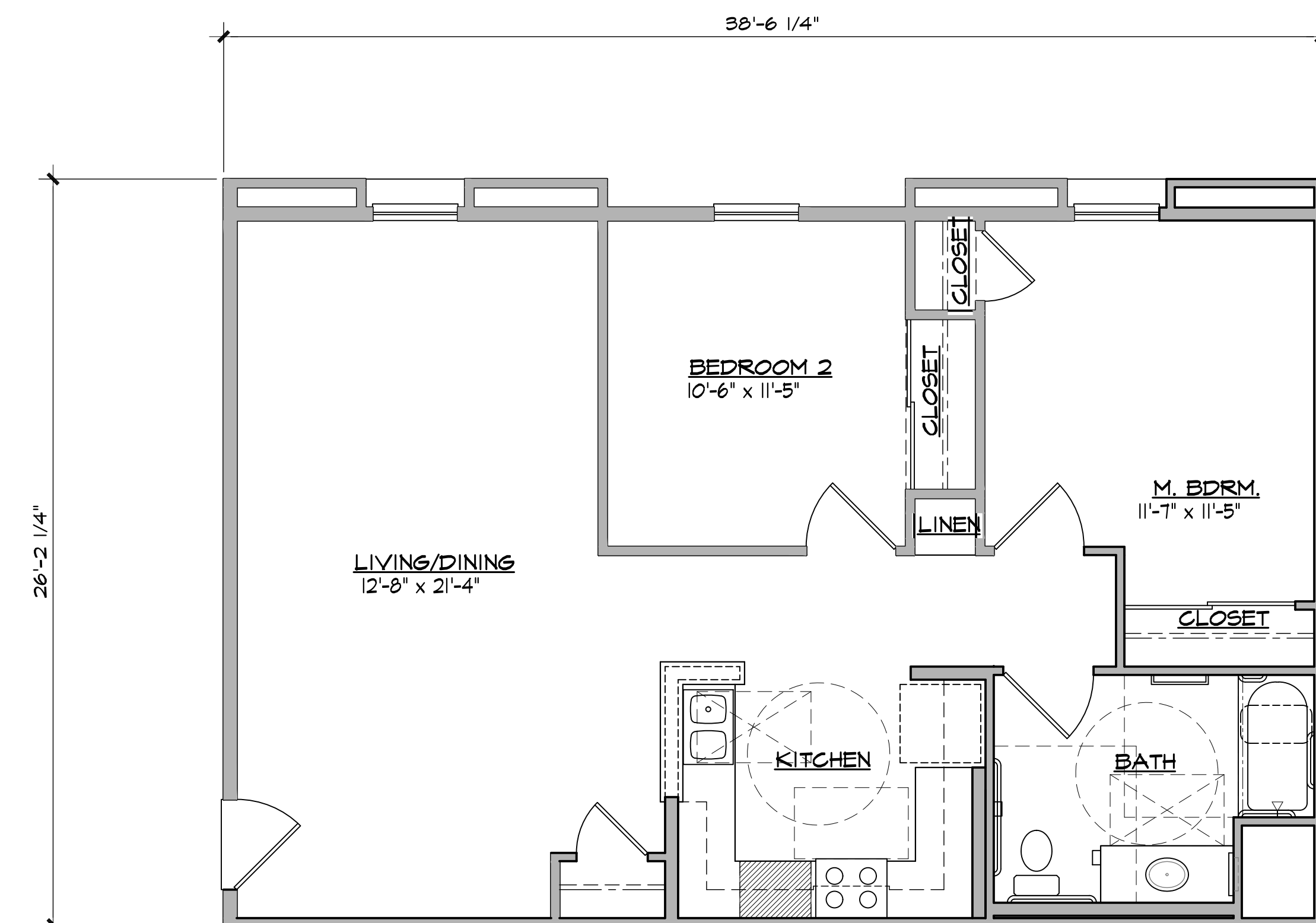
SHEET NO.:



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ALLEGHENY STREET
BEAUMONT, CA



UNIT PLAN 3 - 1,159 SF SCALE: 1/4"=1'-0"



UNIT PLAN 2 - 912 SF SCALE: 1/4"=1'-0"

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04.23.2019		PLANNING COMMENTS

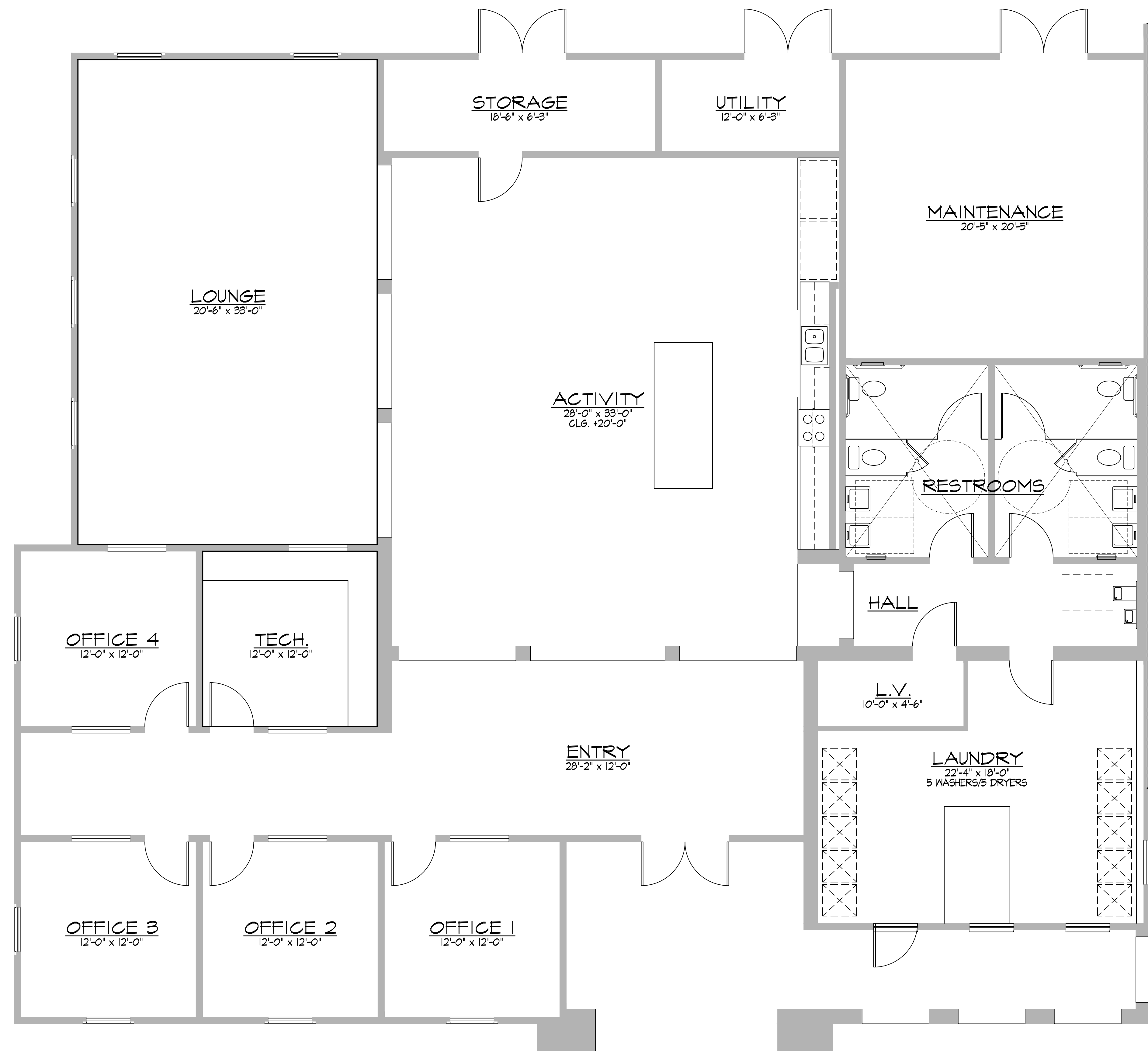
IT IS THE CLIENT'S RESPONSIBILITY PRIOR TO ANY OTHER CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING OF ANY PREVIOUS WORK OR CONDITIONS IN THE PLAN AND SPECIFICATIONS OF ANY CONTRACTOR PREVIOUSLY WORKING ON THE PROJECT. THE DESIGN, CODES AND METHODS OF CONSTRUCTION SHALL BE THE ARCHITECT'S RESPONSIBILITY. WRITTEN NOTIFICATION ADDRESSING SUCH PREVIOUS WORK OR CONDITIONS SHALL BE RECEIVED FROM THE ARCHITECT PRIOR TO THE CLIENT OR CLIENT'S DESIGN/WORK PROCEEDING WITH THE ARCHITECT. THE CLIENT SHALL BE RESPONSIBLE FOR ANY PROJECTS IN CONSTRUCTION IF THESE PROVISIONS ARE NOT FOLLOWED.

LICENSE STAMP:

SHEET TITLE:

UNIT PLANS

SHEET NO.:



SPACE	AREA (SF)	O.S. CALC. (SF)
ENTRY	515	-
OFFICE 1	144	-
OFFICE 2	144	-
OFFICE 3	144	-
OFFICE 4	144	-
TECH	144	144
L.V.	45	-
LAUNDRY	353	-
HALL	131	-
RESTROOMS	263	-
MAINTENANCE	418	-
ACTIVITY	927	927
LOUNGE	681	681
STORAGE	117	-
UTILITY	76	-

O.S. CALC. TOTAL 1752

Note: Area totals are taken from inside of wall to establish usable area and will not total to equal the building footprint nor the building area as considered by Chapter 5 of the CBC

USABLE AREA CALC.

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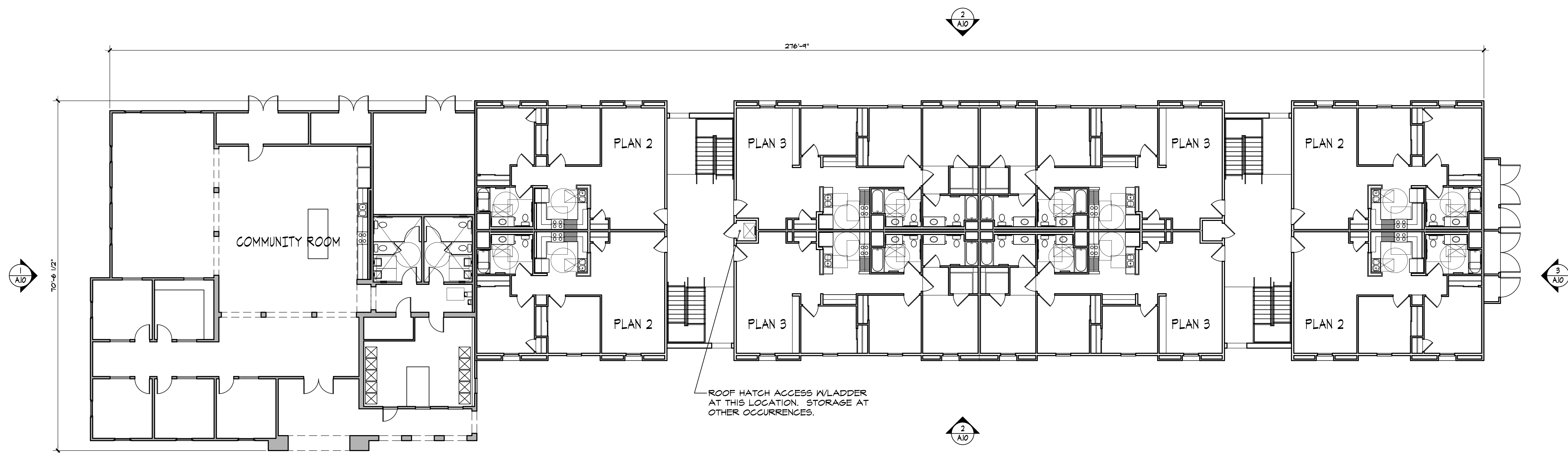
LICENSE STAMP:

SHEET TITLE:

COMMUNITY ROOM

SHEET NO.:

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BEAUMONT, CA



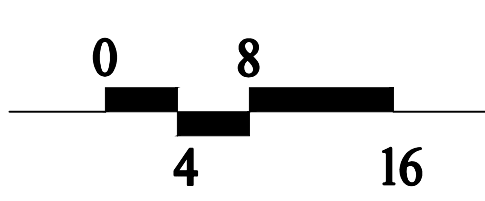
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LICENSE STAMP:

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BUILDING COMPOSITES

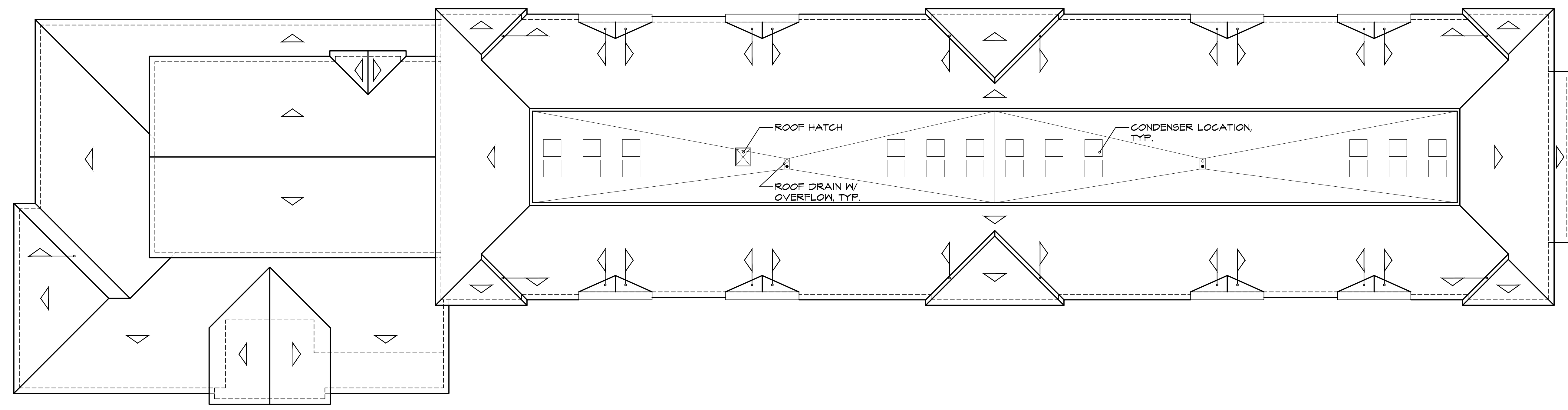
SHEET NO.:





555 E. OCEAN BLVD., STE. 900
 LONG BEACH, CA 90802

ALLEGHENY APTS.
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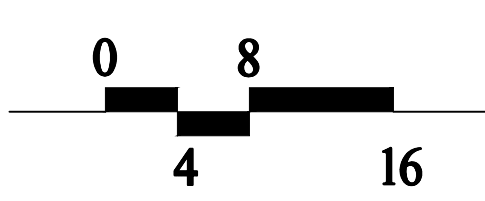
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LICENSE STAMP:

SHEET TITLE:

ROOF PLAN

SHEET NO.:





FRONT ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 2

Color & Material Matrix

Stucco - 1	Stucco - 2	Fascia	Trim	Exterior Doors	Decorative Metal	Roof Tile
P-100 Glacier White	P-5600 Cargo	SW 7026 Griffin	SW 7026 Griffin	SW 7026 Griffin	SW 7020 Black Fox	3723 - Adobe Blend (Capistrano)

STUCCO MANUFACTURER: Merlex (Exterior Stucco Color Coat - 20/30)

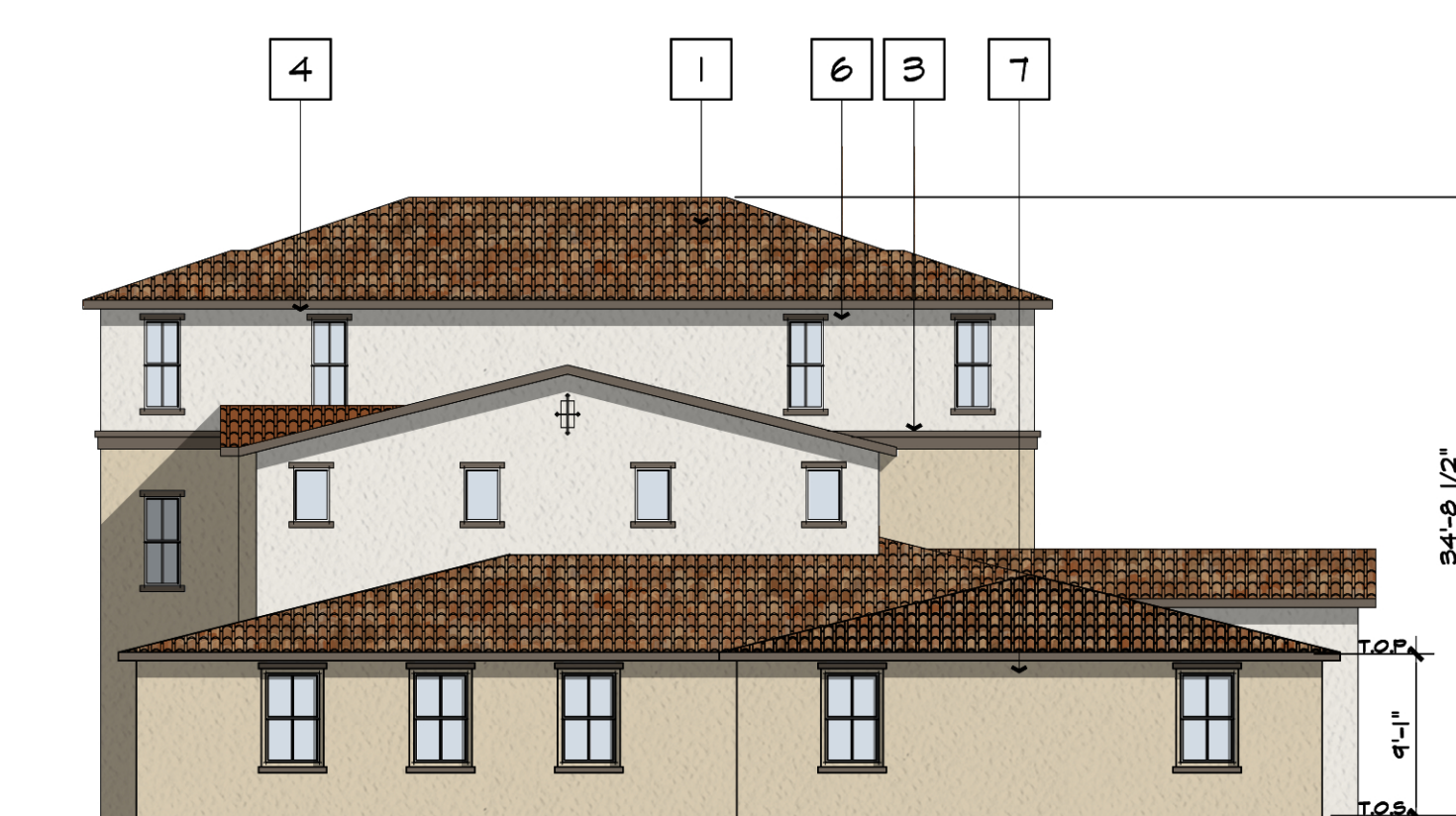
PAINT MANUFACTURER: Sherwin Willams

ROOF TILE MANUFACTURER: Eagle Roofing

No.	Date	Issue / Description
03.25.2019	PLANNING DEPT. SUBMITTAL	
01.13.2019	PLANNING DEPT. SUBMITTAL	
04.23.2019	PLANNING COMMENTS	



REAR ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 1



SIDE ELEVATION - BUILDING 'A' SCALE: 3/32"=1'-0" 3

- 1 CONCRETE 'S' TILE ROOF
- 2 DECORATIVE WROUGHT IRON O/STUCCO RECESS
- 3 DECORATIVE BAND, SEE ELEVATION FOR PROFILE
- 4 STUCCO O/2X FOAM TRIM
- 5 RECESSED WINDOW, 4" REVEAL TYP.
- 6 STUCCO 1 - MERLEX P-100, 'GLACIER WHITE'
- 7 STUCCO 2 - MERLEX P-5600, 'CARGO'
- 8 12" WIDE PRECAST TRIM
- 9 PREFABRICATED STEEL STAIR W/CONCRETE TREADS
- 10 DECORATIVE COACH LIGHT

ELEVATION NOTES

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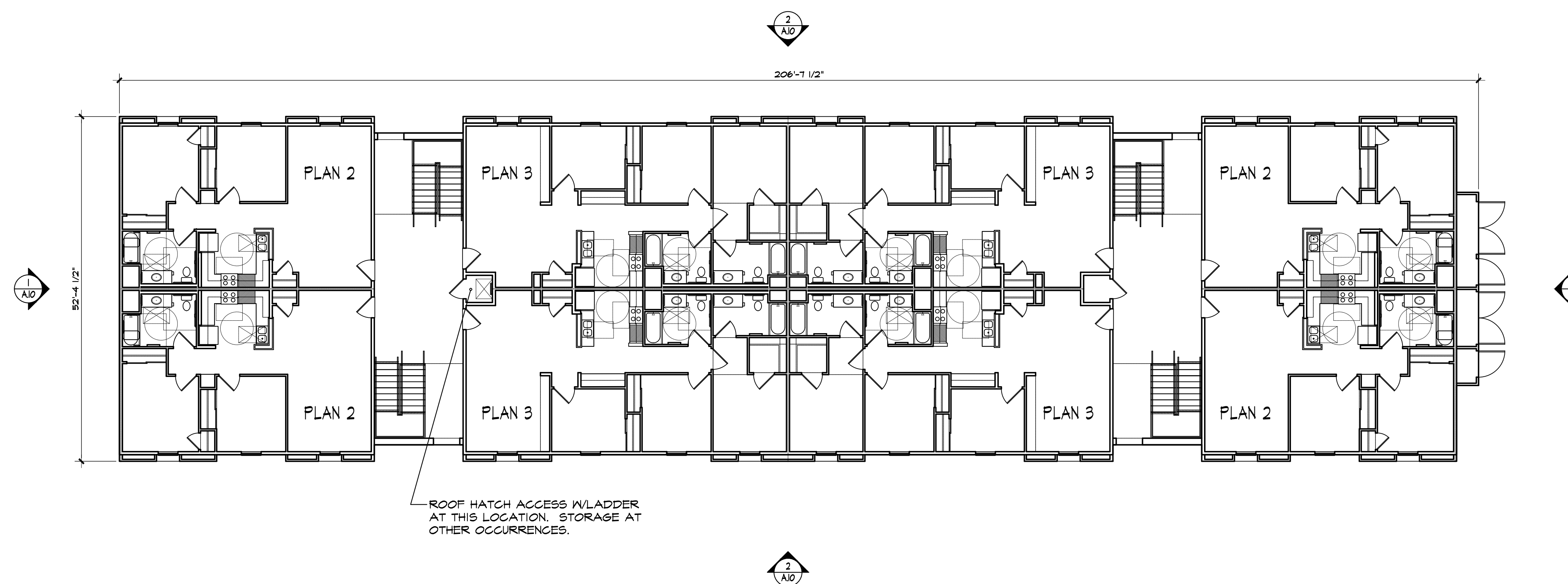
BUILDING ELEVATIONS

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LONG BEACH, CA 90802

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ALLEGHENY STREET
BEAUMONT, CA



ROOF HATCH ACCESS W/LADDER
AT THIS LOCATION. STORAGE AT
OTHER OCCURRENCES.

No.	Date	Issue / Description
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04.23.2019	04.23.2019	PLANNING COMMENTS

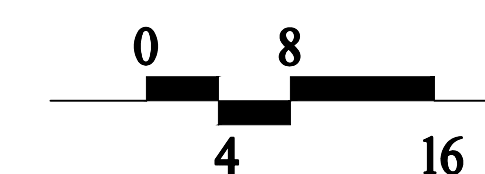
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LICENSE STAMP:

SHEET TITLE:

**BUILDING
COMPOSITES**

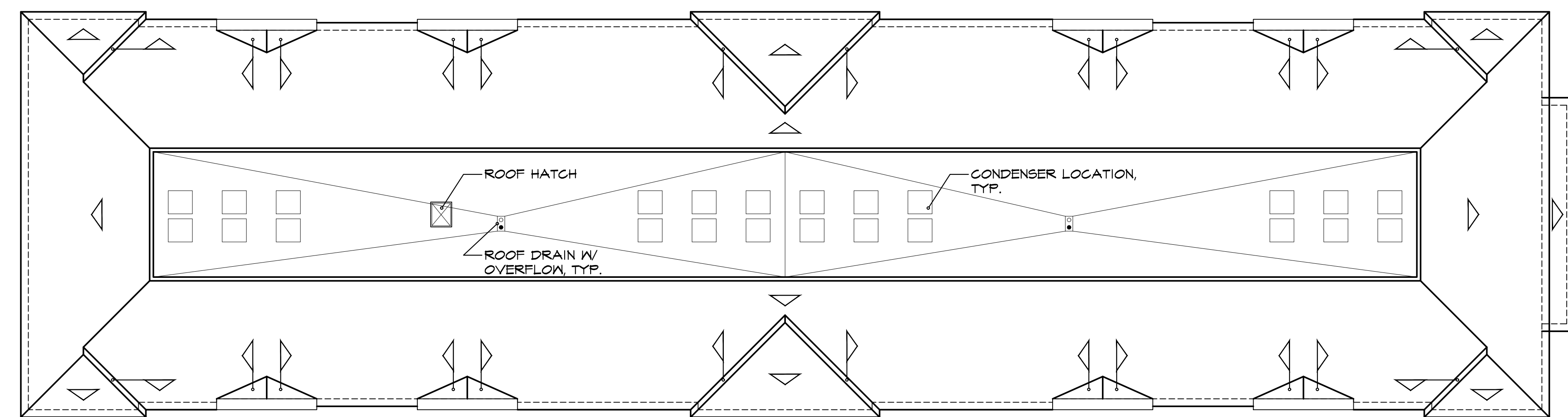
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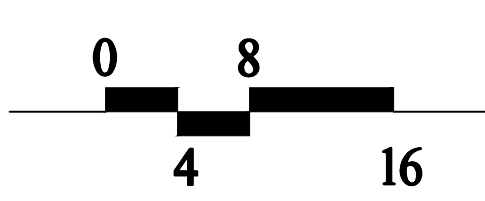
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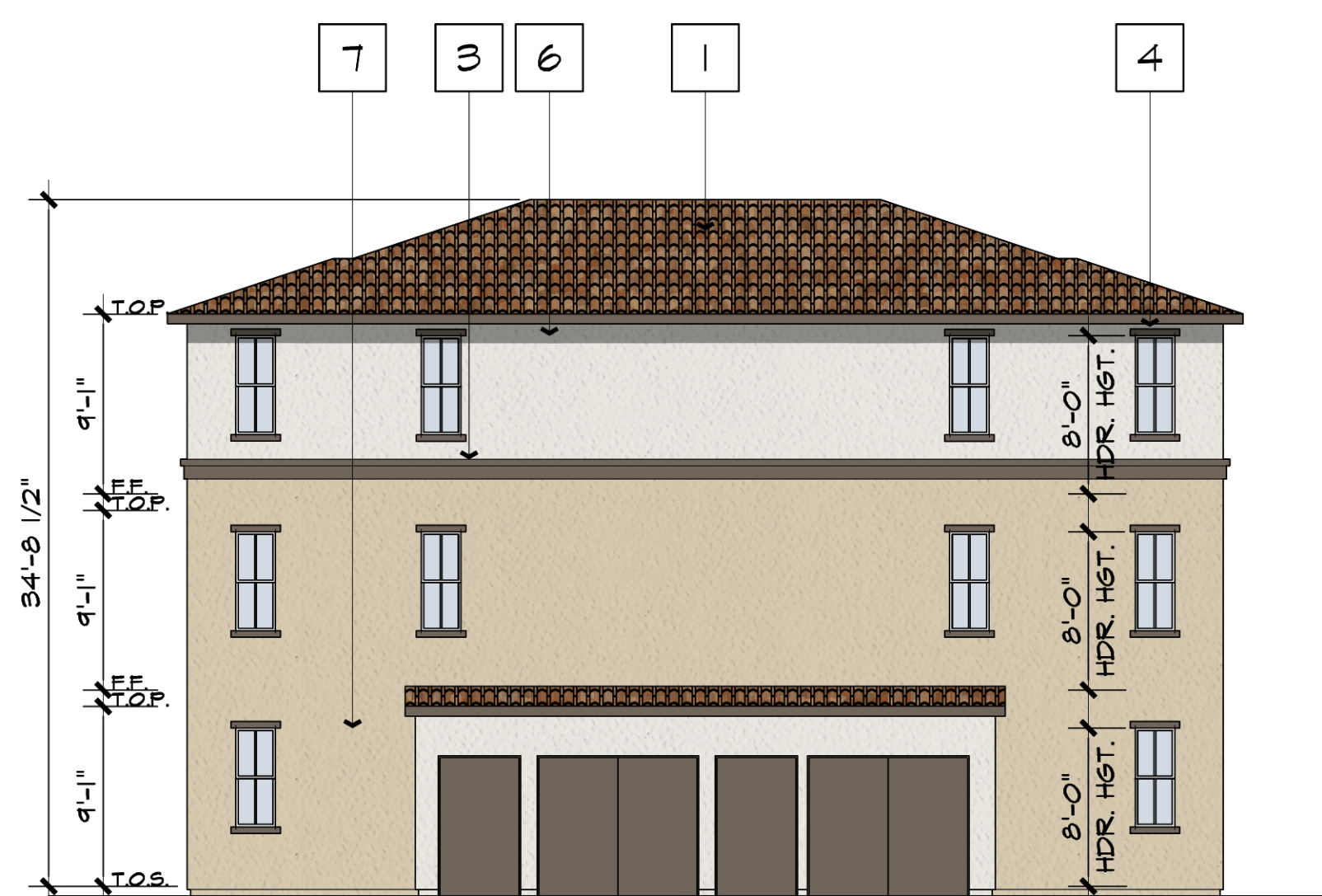
ROOF PLAN

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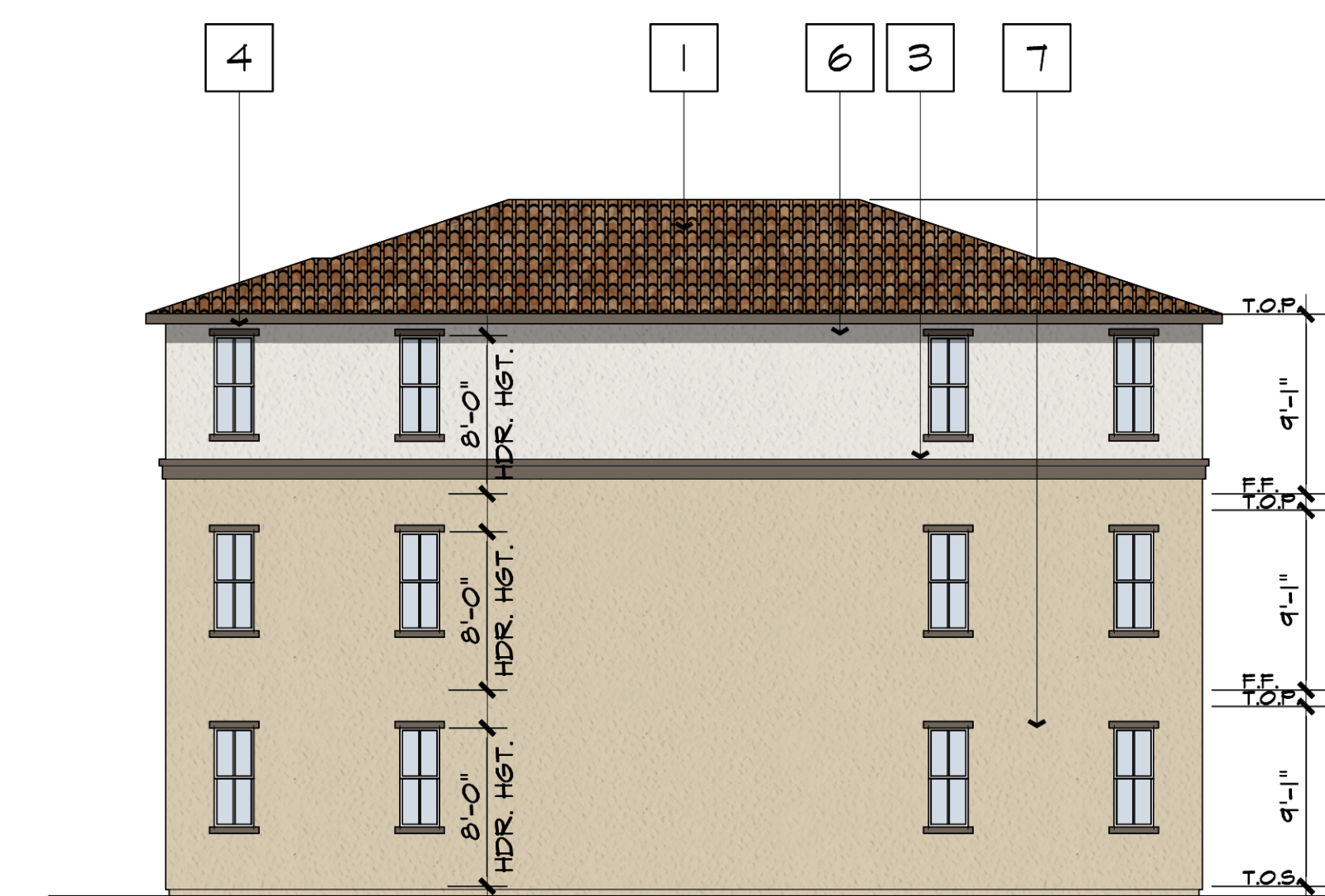




FRONT/REAR ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 2



SIDE ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 3



SIDE ELEVATION - BUILDING 'B' SCALE: 1/8"=1'-0" 1

Color & Material Matrix

Stucco - 1	Stucco - 2	Fascia	Trim	Exterior Doors	Decorative Metal	Roof Tile
P-100 Glacier White	P-5600 Cargo	SW 7026 Griffin	SW 7026 Griffin	SW 7026 Griffin	SW 7020 Black Fox	3723 - Adobe Blend (Capistrano)

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ELEVATION NOTES

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01.13.2019	01.13.2019	PLANNING DEPT. SUBMITTAL
04.23.2019	04.23.2019	PLANNING COMMENTS

IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AND TO NOTIFY THE ARCHITECT OF ANY PERMITTED CHANGES OR VIOLATIONS OF THE PLAN AND SPECIFICATIONS OF THIS CONTRACT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND METHOD OF CONSTRUCTION SHALL BE RESPONSIBLE TO THE ARCHITECT FROM THE DATE OF THE CLIENT'S SIGNATURE ON THE CONTRACT DOCUMENTS. THE CLIENT SHALL BE RESPONSIBLE FOR ANY DEFECTS IN CONSTRUCTION OF THESE PROVISIONS ARE NOT FOLLOWED.

LICENSE STAMP:

SHEET TITLE:

BUILDING ELEVATIONS

SHEET NO.:



MINUTES
Planning Commission Meeting
Council Chambers
550 E 6th St. Beaumont, Ca
Regular Session: 6:00 PM
Tuesday, May 28, 2019

REGULAR SESSION

CALL TO ORDER at 6:00 p.m.

Present: Chairman Tinker, Vice Chairman St. Martin, Commissioner Smith, Commissioner Barr, Commissioner Stephens

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **None**

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the Planning Commission on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the Commission from discussing or taking actions brought up by your comments.

No speakers.

ACTION ITEMS/PUBLIC HEARINGS/REQUESTS

Approval of all Ordinances and Resolutions to be read by title only.

1. Plot Plan PP2019-0196 for a Proposed Apartment Complex for Special Needs Populations Consisting of 47 One-Bedroom Units and 1 Three-Bedroom Managers Unit, Parking, Open Space and Community Building on a 1.5 Acre Parcel Located on the East Side of Allegheny Avenue, North of 6th Street in the Commercial General (CG) Zone, Planning Area 7 of the City of Beaumont Housing Element (APN # 419-150-050)

Public hearing opened at 6:03 p.m.

C. Snyder – *Representing the applicant, answered questions of the Commission.*

Public hearing closed at 6:25 p.m.

Motion by Vice Chair St. Martin

Second by Commissioner Barr

Commissioner Stephens

Commissioner Barr

Commissioner Smith

Vice Chair St. Martin

Chairman Tinker

To approve Plot Plan PP2019-0196 for a proposed apartment complex for special needs populations subject to the findings and attached conditions of approval, and Forward a recommendation of approval of the Density Housing Agreement to the City Council with the change to the condition of the video surveillance to extend the retention to 90 days.

Approved by a unanimous vote.

2. Plot Plan PP2018-0154 and Mitigated Negative Declaration for a Proposed Storage Yard for Freeway Construction and Maintenance Materials on 2.83 Acres Located at 310 Elm Street in the Manufacturing (M) Zone (APN 417-110-023, -022 and 417-130-013)

Public hearing opened at 6:30 p.m.

P. McClung – Resident. Expressed concerns with access to water lines and correct the property lines.

P. Ortiz – Applicant. Has concerns with item 91 on the environmental document in regards to the sound barrier and requests a change to the specific requirements or the sequence.

R. Fitch – Representative of the applicant. Asked for clarification of property lines and location of water lines.

T. Medina – Resident. Concerned with current water lines that run under the proposed project and the current water runoff issue.

D. Snow – Owner of the property of the proposed project. Spoke in favor of approving the project.

A. McClung – Resident. Stated that the residents on Olive Ave. may not have received notice of the project.

C. Winter – Representative of the Environmental Study. Clarified the requirement of the sound barrier requirement.

Public hearing closed at 7:00 p.m.

Motion by Commissioner Smith

Second by Commissioner Stephens

Commissioner Stephens

Commissioner Barr

Commissioner Smith

Vice Chair St. Martin

Chairman Tinker

To approve the substitution of condition 91 of the environmental study to state “Prior to the issuance of a grading permit the applicant shall provide evidence that the equipment utilized to clear the site shall not generate noise levels above 55 dBA, per the City’s interior noise standard”

Motion by Commissioner Smith

Second by Vice Chair St. Martin

Commissioner Stephens

Commissioner Barr

Commissioner Smith

Vice Chair St. Martin

Chairman Tinker

To approve Plot Plan 2018-0154 and Mitigated Negative Declaration for a proposed storage yard for freeway construction and maintenance materials subject to the findings and attached conditions of approval with added conditions that restricts truck traffic on Third Street, and a requirement of resolution of the water line easement issue on the property.

Community Development Director Comments

Asked for availability of a special meeting on June 25th. Possible cancellation of the June 11th meeting. Gave an update of the General Plan.

ADJOURNMENT

Adjournment of the Planning Commission of the May 28, 2019 Special Meeting at 7:20 p.m.

The next regular meeting of the Beaumont Planning Commission is scheduled for Tuesday, June 11, 2019, at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov

State of California

GOVERNMENT CODE

Section 65915

65915. (a) (1) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, that local government shall comply with this section. A city, county, or city and county shall adopt an ordinance that specifies how compliance with this section will be implemented. Except as otherwise provided in subdivision (s), failure to adopt an ordinance shall not relieve a city, county, or city and county from complying with this section.

(2) A local government shall not condition the submission, review, or approval of an application pursuant to this chapter on the preparation of an additional report or study that is not otherwise required by state law, including this section. This subdivision does not prohibit a local government from requiring an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p).

(3) In order to provide for the expeditious processing of a density bonus application, the local government shall do all of the following:

(A) Adopt procedures and timelines for processing a density bonus application.

(B) Provide a list of all documents and information required to be submitted with the density bonus application in order for the density bonus application to be deemed complete. This list shall be consistent with this chapter.

(C) Notify the applicant for a density bonus whether the application is complete in a manner consistent with the timelines specified in Section 65943.

(D) (i) If the local government notifies the applicant that the application is deemed complete pursuant to subparagraph (C), provide the applicant with a determination as to the following matters:

(I) The amount of density bonus, calculated pursuant to subdivision (f), for which the applicant is eligible.

(II) If the applicant requests a parking ratio pursuant to subdivision (p), the parking ratio for which the applicant is eligible.

(III) If the applicant requests incentives or concessions pursuant to subdivision (d) or waivers or reductions of development standards pursuant to subdivision (e), whether the applicant has provided adequate information for the local government to make a determination as to those incentives, concessions, or waivers or reductions of development standards.

(ii) Any determination required by this subparagraph shall be based on the development project at the time the application is deemed complete. The local government shall adjust the amount of density bonus and parking ratios awarded pursuant to this section based on any changes to the project during the course of development.

(b) (1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:

(A) Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code.

(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

(D) Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

(E) Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

(F) (i) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:

(l) All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this

subclause is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.

(II) The applicable 20-percent units will be used for lower income students. For purposes of this clause, “lower income students” means students who have a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student under this clause shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education that the student is enrolled in, as described in subclause (I), or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver, from the college or university, the California Student Aid Commission, or the federal government shall be sufficient to satisfy this subclause.

(III) The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.

(IV) The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person’s homeless status may verify a person’s status as homeless for purposes of this subclause.

(i) For purposes of calculating a density bonus granted pursuant to this subparagraph, the term “unit” as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.

(G) One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager’s unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code.

(2) For purposes of calculating the amount of the density bonus pursuant to subdivision (f), an applicant who requests a density bonus pursuant to this subdivision shall elect whether the bonus shall be awarded on the basis of subparagraph (A), (B), (C), (D), (E), (F), or (G) of paragraph (1).

(3) For the purposes of this section, “total units,” “total dwelling units,” or “total rental beds” does not include units added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.

(c) (1) (A) An applicant shall agree to, and the city, county, or city and county shall ensure, the continued affordability of all very low and low-income rental units that qualified the applicant for the award of the density bonus for 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.

(B) (i) Except as otherwise provided in clause (ii), rents for the lower income density bonus units shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(ii) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), rents for all units in the development, including both base density and density bonus units, shall be as follows:

(I) The rent for at least 20 percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(II) The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

(2) An applicant shall agree to, and the city, county, or city and county shall ensure that, the initial occupant of all for-sale units that qualified the applicant for the award of the density bonus are persons and families of very low, low, or moderate income, as required, and that the units are offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code. The local government shall enforce an equity sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following apply to the equity sharing agreement:

(A) Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph (B), and its proportionate share of appreciation, as defined in subparagraph (C), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership.

(B) For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

(C) For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale.

(3) (A) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

(i) The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (b).

(ii) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(B) For the purposes of this paragraph, "replace" shall mean either of the following:

(i) If any dwelling units described in subparagraph (A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in subparagraph (A) in a development with occupied units, the proposed housing development shall provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) If all dwelling units described in subparagraph (A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these units in the same proportion of low-income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the

replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(C) Notwithstanding subparagraph (B), for any dwelling unit described in subparagraph (A) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income, the city, county, or city and county may do either of the following:

(i) Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) Require that the units be replaced in compliance with the jurisdiction's rent or price control ordinance, provided that each unit described in subparagraph (A) is replaced. Unless otherwise required by the jurisdiction's rent or price control ordinance, these units shall not be subject to a recorded affordability restriction.

(D) For purposes of this paragraph, "equivalent size" means that the replacement units contain at least the same total number of bedrooms as the units being replaced.

(E) Subparagraph (A) does not apply to an applicant seeking a density bonus for a proposed housing development if the applicant's application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

(C) The concession or incentive would be contrary to state or federal law.

(2) The applicant shall receive the following number of incentives or concessions:

(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.

(B) Two incentives or concessions for projects that include at least 17 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a common interest development.

(C) Three incentives or concessions for projects that include at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a common interest development.

(D) Four incentives or concessions for projects meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b). If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

(3) The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources. The city, county, or city and county shall establish procedures for carrying out this section that shall include legislative body approval of the means of compliance with this section.

(4) The city, county, or city and county shall bear the burden of proof for the denial of a requested concession or incentive.

(e) (1) In no case may a city, county, or city and county apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. Subject to paragraph (3), an applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city, county, or city and county. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health,

safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

(2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(3) A housing development that receives a waiver from any maximum controls on density pursuant to clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f) shall only be eligible for a waiver or reduction of development standards as provided in subparagraph (D) of paragraph (2) of subdivision (d) and clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f), unless the city, county, or city and county agrees to additional waivers or reductions of development standards.

(f) For the purposes of this chapter, “density bonus” means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the city, county, or city and county, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density. The amount of density increase to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).

(1) For housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

(3) (A) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.

(B) For housing developments meeting the criteria of subparagraph (E) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph.

(C) For housing developments meeting the criteria of subparagraph (F) of paragraph (1) of subdivision (b), the density bonus shall be 35 percent of the student housing units.

(D) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), the following shall apply:

(i) Except as otherwise provided in clause (ii), the density bonus shall be 80 percent of the number of units for lower income households.

(ii) If the housing development is located within one-half mile of a major transit stop, the city, county, or city and county shall not impose any maximum controls on density.

(4) For housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Moderate-Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34

40	35
41	38.75
42	42.5
43	46.25
44	50

(5) All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

(g) (1) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to a city, county, or city and county in accordance with this subdivision, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

Percentage Very Low Income	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

(2) This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks an increase pursuant to both this subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or

diminish the authority of a city, county, or city and county to require a developer to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

(A) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.

(C) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of Section 65583.2, and is or will be served by adequate public facilities and infrastructure.

(D) The transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, not later than the date of approval of the final subdivision map, parcel map, or residential development application, except that the local government may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the local government before the time of transfer.

(E) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of the transfer.

(F) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.

(G) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.

(H) A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.

(h) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a childcare facility that will be located on the premises of, as part of, or adjacent to, the project, the city, county, or city and county shall grant either of the following:

(A) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility.

(B) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.

(2) The city, county, or city and county shall require, as a condition of approving the housing development, that the following occur:

(A) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

(B) Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

(3) Notwithstanding any requirement of this subdivision, a city, county, or city and county shall not be required to provide a density bonus or concession for a childcare facility if it finds, based upon substantial evidence, that the community has adequate childcare facilities.

(4) "Childcare facility," as used in this section, means a child daycare facility other than a family daycare home, including, but not limited to, infant centers, preschools, extended daycare facilities, and schoolage childcare centers.

(i) "Housing development," as used in this section, means a development project for five or more residential units, including mixed-use developments. For the purposes of this section, "housing development" also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by a city, county, or city and county and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(j) (1) The granting of a concession or incentive shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this subdivision, "study" does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the incentive or concession meets the definition set forth in subdivision (k). This provision is declaratory of existing law.

(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.

(k) For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety

Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

(3) Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements.

(m) This section does not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which the applicant is entitled under this section shall be permitted in a manner that is consistent with this section and Division 20 (commencing with Section 30000) of the Public Resources Code.

(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.

(o) For purposes of this section, the following definitions shall apply:

(1) "Development standard" includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

(2) "Located within one-half mile of a major transit stop" means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.

(3) “Major transit stop” has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.

(4) “Maximum allowable residential density” means the density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. If the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail.

(p) (1) Except as provided in paragraphs (2), (3), and (4), upon the request of the developer, a city, county, or city and county shall not require a vehicular parking ratio, inclusive of parking for persons with a disability and guests, of a development meeting the criteria of subdivisions (b) and (c), that exceeds the following ratios:

(A) Zero to one bedroom: one onsite parking space.

(B) Two to three bedrooms: one and one-half onsite parking spaces.

(C) Four and more bedrooms: two and one-half parking spaces.

(2) (A) Notwithstanding paragraph (1), if a development includes at least 20 percent low-income units for housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b) or at least 11 percent very low income units for housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, a city, county, or city and county shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per unit.

(B) For purposes of this subdivision, a development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, “natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

(3) Notwithstanding paragraph (1), if a development consists solely of rental units, exclusive of a manager’s unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the Health and Safety Code, then, upon the request of the developer, a city, county, or city and county shall not impose vehicular parking standards if the development meets either of the following criteria:

(A) The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development.

(B) The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(4) Notwithstanding paragraphs (1) and (8), if a development consists solely of rental units, exclusive of a manager’s unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the Health and Safety

Code, and the development is either a special needs housing development, as defined in Section 51312 of the Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the Health and Safety Code, then, upon the request of the developer, a city, county, or city and county shall not impose any minimum vehicular parking requirement. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(5) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide onsite parking through tandem parking or uncovered parking, but not through onstreet parking.

(6) This subdivision shall apply to a development that meets the requirements of subdivisions (b) and (c), but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d).

(7) This subdivision does not preclude a city, county, or city and county from reducing or eliminating a parking requirement for development projects of any type in any location.

(8) Notwithstanding paragraphs (2) and (3), if a city, county, city and county, or an independent consultant has conducted an areawide or jurisdictionwide parking study in the last seven years, then the city, county, or city and county may impose a higher vehicular parking ratio not to exceed the ratio described in paragraph (1), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low-income and very low income individuals, including seniors and special needs individuals. The city, county, or city and county shall pay the costs of any new study. The city, county, or city and county shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio.

(9) A request pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(q) Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number. The Legislature finds and declares that this provision is declaratory of existing law.

(r) This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.

(s) Notwithstanding any other law, if a city, including a charter city, county, or city and county has adopted an ordinance or a housing program, or both an ordinance and a housing program, that incentivizes the development of affordable housing that allows for density bonuses that exceed the density bonuses required by the version

of this section effective through December 31, 2020, that city, county, or city and county is not required to amend or otherwise update its ordinance or corresponding affordable housing incentive program to comply with the amendments made to this section by the act adding this subdivision, and is exempt from complying with the incentive and concession calculation amendments made to this section by the act adding this subdivision as set forth in subdivision (d), particularly subparagraphs (C) and (D) of paragraph (2) of that subdivision, and the amendments made to the density tables under subdivision (f).

(Amended by Stats. 2020, Ch. 197, Sec. 2. (AB 2345) Effective January 1, 2021.)

State of California

HEALTH AND SAFETY CODE

Section 50052.5

50052.5. (a) For any owner-occupied housing that receives assistance prior to January 1, 1991, and a condition of that assistance is compliance with this section, “affordable housing cost” with respect to lower income households may not exceed 25 percent of gross income.

(b) For any owner-occupied housing that receives assistance on or after January 1, 1991, and a condition of that assistance is compliance with this section, “affordable housing cost” may not exceed the following:

(1) For extremely low income households the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.

(2) For very low income households the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.

(3) For lower income households whose gross incomes exceed the maximum income for very low income households and do not exceed 70 percent of the area median income adjusted for family size, the product of 30 percent times 70 percent of the area median income adjusted for family size appropriate for the unit. In addition, for any lower income household that has a gross income that equals or exceeds 70 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable housing cost not exceed 30 percent of the gross income of the household.

(4) For moderate-income households, affordable housing cost shall not be less than 28 percent of the gross income of the household, nor exceed the product of 35 percent times 110 percent of area median income adjusted for family size appropriate for the unit. In addition, for any moderate-income household that has a gross income that exceeds 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable housing cost not exceed 35 percent of the gross income of the household.

(c) The department shall, by regulation, adopt criteria defining, and providing for determination of, gross income, adjustments for family size appropriate to the unit, and housing cost for purposes of determining affordable housing cost under this section. These regulations may provide alternative criteria, where necessary to be consistent with pertinent federal statutes and regulations governing federally assisted housing. The agency may, by regulation, adopt alternative criteria, and pursuant to subdivision (f) of Section 50462, alternative percentages of income may be adopted for agency-assisted housing development.

(d) With respect to moderate- and lower income households who are tenants of rental housing developments and members or shareholders of cooperative housing

developments, or limited equity cooperatives “affordable housing cost” has the same meaning as affordable rent, as defined in Section 50053.

(e) Regulations of the department shall also include a method for determining the maximum construction cost, mortgage loan, or sales price that will make housing available to an income group at affordable housing cost.

(f) For purposes of this section, “area median income” shall mean area median income as published by the department pursuant to Section 50093.

(g) For purposes of this section, “moderate income household” shall have the same meaning as “persons and families of moderate income” as defined in Section 50093.

(h) For purposes of this section, and provided there are no pertinent federal statutes applicable to a project or program, “adjusted for family size appropriate to the unit” shall mean for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

(Amended by Stats. 2017, Ch. 418, Sec. 7. (AB 1714) Effective January 1, 2018.)

State of California

HEALTH AND SAFETY CODE

Section 50079.5

50079.5. (a) “Lower income households” means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. The limits shall be published by the department in the California Code of Regulations as soon as possible after adoption by the Secretary of Housing and Urban Development. In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.

(b) “Lower income households” includes very low income households, as defined in Section 50105, and extremely low income households, as defined in Section 50106. The addition of this subdivision does not constitute a change in, but is declaratory of, existing law.

(c) As used in this section, “area median income” means the median family income of a geographic area of the state.

(Amended by Stats. 2002, Ch. 782, Sec. 24. Effective January 1, 2003.)

State of California

HEALTH AND SAFETY CODE

Section 50053

50053. (a) For any rental housing development that receives assistance prior to January 1, 1991, and a condition of that assistance is compliance with this section, “affordable rent” with respect to lower income households shall not exceed the percentage of the gross income of the occupant person or household established by regulation of the department that shall not be less than 15 percent of gross income nor exceed 25 percent of gross income.

(b) For any rental housing development that receives assistance on or after January 1, 1991, and a condition of that assistance is compliance with this section, “affordable rent,” including a reasonable utility allowance, shall not exceed:

(1) For extremely low income households the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.

(2) For very low income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.

(3) For lower income households whose gross incomes exceed the maximum income for very low income households, the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

(4) For moderate-income households, the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those moderate-income households whose gross incomes exceed 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

(c) The department’s regulation shall permit alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to regulations adopted under subdivision (f) of Section 50462. The department shall, by regulation, adopt criteria defining and providing for determination of gross income, adjustments for family size appropriate to the unit, and rent for purposes of this section. These regulations may provide alternative criteria, where necessary, to be consistent with pertinent federal statutes and regulations governing federally assisted rental and cooperative housing. The agency may, by regulation, adopt alternative criteria, and pursuant to subdivision (f) of Section 50462, alternative percentages of income may be adopted for agency-assisted housing developments.

For purposes of this section, “area median income,” “adjustments for family size appropriate to the unit,” and “moderate-income household” shall have the same meaning as provided in Section 50052.5.

(Amended by Stats. 2002, Ch. 782, Sec. 23. Effective January 1, 2003.)

NOTICE OF EXEMPTION

To: Riverside County Clerk
P.O. Box 751
Riverside, Ca 92502-0751

From: City of Beaumont
Planning Department
550 E. 6th Street
Beaumont, CA 92223

Project Title:

Plot Plan (PP2019-0223) Allegheny Apartments

Project Location:

The subject site is located on the east side of Allegheny Avenue, north of 6th Street, (APN 419-150-050), City of Beaumont, California

Description of Nature, Purpose, and Beneficiaries of Project: Proposed Apartment Complex for Low Income Households Consisting of 24 Two-Bedroom Units, 23 Three-Bedroom Units, and One (1) Three-Bedroom Managers Unit, Parking, Open Space and Community Building on a 1.48 Acre Parcel Located on the East Side of Allegheny Avenue, North of 6th Street in the Commercial General (CG) Zone and the 6th Street Overlay, Planning Area 7 of the City of Beaumont Housing Element.

Public Agency Approving Project:
City of Beaumont

Person Carrying Out Project:
LINC Housing Corporation

Exempt Status (check one):

Ministerial (Sec. 21080(b)(1); 15268)

Declared Emergency (Sec. 21080(b)(3); 15269(a))

Emergency Project (Sec. 21080(b)(4); 15269(b)(c))

X Categorical Exemption. Type and Section number: 15332 In-fill Development

Statutory Exemptions, Code number:

General Rule Exemption, Code number: 15061(b)

Reasons why project is exempt:

The project is exempt from provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 in that information contained in the project file and documents incorporated herein by reference demonstrates that: Conditional Use Permit CUP2019-0041 is consistent with the Beaumont Avenue Overlay General Plan designation and all applicable General Plan policies as well as the applicable zoning designation; the proposed project site is located within the boundaries of the City of Beaumont; Conditional Use Permit CUP2019-0041 has no value as habitat for endangered, rare or threatened species; there is no substantial evidence in the record that Conditional Use Permit CUP2019-0041 will result in significant effects related to traffic, noise, air quality or water quality in that the proposed project incorporated and otherwise is subject to air and water quality resource agency design requirements to avoid a harmful effects; and the site is or can be adequately served by all required utilities and public services. As such, the project meets the criteria for application of a Class 01 (Existing Facilities) Categorical Exemption under the CEQA Guidelines. Additionally, none of the exceptions provided in CEQA Guidelines Section 15300.2 apply to this project.

CEQA Contact Person:
Carole Kendrick

Telephone:
(951) 769-8518

Signature

Carole Kendrick

Title Senior Planner