



May 19, 2021

Sarah Bontrager
Housing and Public Services Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Dear Ms. Bontrager:

Excelerate Housing Group LLC, a woman-owned affordable housing development company, is pleased to submit this application for \$3,000,000 for Oak Rose Apartments, located at 9252 Elk Grove Blvd, Elk Grove, CA 95624. Oak Rose Apartments is a proposed 67 unit new construction community set aside for households experiencing homelessness. It is expected to begin construction in February of 2023.

Excelerate Housing Group creates new affordable housing in communities across the U.S. and is particularly focused on partnering with local nonprofits and public agencies to expand housing opportunities. Excelerate aims to add value in communities that are in need of housing for low income families, seniors, moderate income households, and people experiencing homelessness. Excelerate partners with local nonprofits who currently provide high-quality services to people in their communities but are in need of real estate development expertise and capacity building. Excelerate Housing Group was founded to accelerate housing production in the United States.

Oak Rose Apartments will offer an integrated multifamily experience with 66 studio units ranging from below 30% to 50% AMI rent levels with 100% of the units available to our neighbors who are experiencing homelessness. There will be one two-bedroom unit for an on-site manager. The building design incorporates space devoted to supportive service provision as well as building operations staff.

The comprehensive wrap-around primary support services will be provided in partnership with TLCS Inc., dba Hope Cooperative, an experienced and respected supportive housing and services provider with existing formal relationships with local and regional social service programs.

We are very excited about the potential opportunity of partnering with City of Elk Grove on Oak Rose Apartments. Excelerate Housing Group acknowledges the conditions stated in the RFP, inclusive of our requests noted in Section 13. Should you have any questions or need further clarifying information please feel free to contact me at dana@ehghousing.com and by phone at 562-268-2700 x101, or Peter Enzminger at peter@ehghousing.com and by phone at 562-268-2700 x103.

Lastly, please note the PDF submittal contains bookmarks for ease of navigating the document.

Sincerely,

A handwritten signature in blue ink that reads "Dana Trujillo". The signature is stylized and cursive.

Dana Trujillo
President & CEO

Oak Rose Apartments

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3. *Qualifications and Experience*

The Oak Rose Apartments project team includes:

Developer: Excelerate Housing Group LLC (project lead)
Borrower: Oak Rose Apts LP
Service Provider: Hope Cooperative
Property Manager: The John Stewart Company, Inc.
Architect: Brooks + Scarpa Architects
Contractor: TBD

Excelerate Housing Group LLC

Developer

- a. Excelerate Housing Group will be the project lead, and will perform all project management, secure all predevelopment, construction, and permanent financing, obtain entitlements and building permit approval, and manage all pertinent contracts. Excelerate will be a co-general partner in the ownership entity and oversee asset management.

Excelerate Housing Group was founded in 2019, bringing together a team with the deepest levels of experience in the Los Angeles and Southern California market. Collectively, the Excelerate team has 35 years of prior experience developing approximately 3,000 units of affordable housing in Southern California with both nonprofit and for-profit developers.

Founding President and CEO Dana Trujillo comes with 20 years of real estate experience, primarily developing affordable and permanent supportive housing projects. She is responsible for the development of 1,370 affordable units in the County of Los Angeles, 1,054 of which are permanent supportive housing targeted to persons experiencing homelessness. Previously, Ms. Trujillo was the Chief Investment Financial Officer for Skid Row Housing Trust, serving as principal for the General Partner of nearly 2,000 units of affordable housing.

- b. Key Staff and contact information:

Excelerate Housing Group
3910 Cover Street
Long Beach, CA 90808

Dana Trujillo
President & CEO
562-268-2700 x101
dana@ehghousing.com
role: Executive oversight of project during all phases of development and operations

Peter Enzminger
Asst Director of Real Estate Development
562-268-2700 x103
peter@ehghousing.com
role: direct project management activities during acquisition, predevelopment, and construction



- c. N/A
- d. Principal Dana Trujillo has significant experience developing permanent supportive housing using tax credits and tax-exempt bonds. During her tenure at Skid Row Housing Trust (2013-2019), she was the principal officer responsible for the oversight all new development and management of the existing portfolio. Her prior principal experience is CPA certified to qualify for the maximum experience points with the California Tax Credit Allocation Committee. Five recent projects are listed here.
 - i. **Simone Apartments (Los Angeles, California)**
114 units
Permanent Supportive Housing
Completed in 2018
Financing: LIHTC, HCD
 - ii. **Crest Apartments (Los Angeles, California)**
64 units
Permanent Supportive Housing
Completed in 2016
Financing: LIHTC, City of LA, County of Los Angeles
 - iii. **New Pershing Apartments (Los Angeles, California)**
69 units
Permanent Supportive Housing
Completed in 2015
Financing: LIHTC, HCD, City of LA
 - iv. **The Six (Los Angeles, California)**
52 units
Permanent Supportive Housing
Completed in 2015
Financing: LIHTC, City of LA
 - v. **Star Apartments (Los Angeles, California)**
102 units
Permanent Supportive Housing
Completed in 2013
Financing: LIHTC, HCD, City of LA, County of LA

Contacts for local jurisdiction:

Daniel Huynh
Assistant General Manager
Housing and Community Investment Department
City of Los Angeles
Daniel.huynh@lacity.com
(213) 808-8901



Lynn Katano
Director
Housing Investment & Finance Division
Los Angeles County Development Authority
Lynn.katano@lacda.org
(626) 586-1806

- e. EHG currently has a pipeline of 7 projects throughout California. We have secured acquisition and predevelopment from many different Community Development Finance Institutions (CDFIs). Our project in Long Beach California has received funding awards from the City of Long Beach and the County of Los Angeles and vouchers from the Housing Authority. Our project in Sacramento has received funding from the Sacramento Housing and Redevelopment Agency (SHRA).

Included in Section 14:

- Excelerate Housing Group brochure
- Dana Trujillo, resume, experience list, experience certification
- Peter Enzminger, resume
- Reference letters regarding EHG's ability to obtain conventional financing

Prior Collaboration

Excelerate Housing Group has worked together with each of the members of the Oak Rose Apartments team. EHG is working with Hope Cooperative, John Stewart Company, and Brooks + Scarpa on Northview Pointe, a 67-unit permanent supportive housing development located in the City of Sacramento. The project has received a funding commitment from the Sacramento Housing and Redevelopment Agency, and will receive entitlements in May 2021.

While at Skid Row Housing Trust, Dana Trujillo contracted with John Stewart Company for property management services at four properties, totaling over 200 units of permanent supportive housing for individuals experiencing homelessness. Additionally, Brooks + Scarpa served as the lead architect for two developments of permanent supportive housing supervised by Dana Trujillo: The Six Apartments, 52 units of new construction, and the Rossmore & Weldon Apartments, 113 units of substantial renovation.

Hope Cooperative

Service Provider

- a. TLCS, Inc. dba Hope Cooperative will serve as the main service provider at Oak Rose Apartments. Hope Cooperative is an experienced provider of supportive services to individuals residing in affordable housing developments who previously experiences homeless in our community, dating back to 1981. Since that time, Hope Cooperative has provided an array of services and supports for this population which include: outreach services, case management, representative payee services, emergency shelter, transitional housing, interim housing, permanent supported housing, outpatient mental health services, mental health crisis support services, mental health triage services in health care settings, rental assistance, independent living skills assistance/training, substance abuse recovery services, mental health recovery services, peer support, and outpatient substance abuse recovery services.



Working in collaboration with the Sacramento Housing and Redevelopment Agency, Hope Cooperative established the first residential programs for homeless persons with psychiatric disabilities in Sacramento County through the Scattered Site Housing Program for Homeless Persons project, which commenced in 1986. This project consisted of outreach efforts, benefits advocacy, an emergency housing component, transitional housing component, permanent supported housing, and Section 8 aftercare services (including case management) for persons residing in SHRA housing units in the community. Since that time Hope Cooperative has developed a number of permanent supportive housing properties both independently and in partnership with others, including:

- Hope Cooperative owns and operates seven (7) Residential Housing Properties offering a variety of housing types including: interim, transitional, and permanent supportive housing.
- Hope Cooperative also provides rental assistance with supportive services to over 160 residents/households each month, utilizing funds made available by HUD through our local Continuum of Care

Beginning in 2021, Hope Cooperative entered into a partnership with Mercy Housing to provide Case Management for sixty (60) residents in La Mancha, a new Homekey Project. Also in 2021, Hope Cooperative will be providing on-site supportive services for 20 Behavioral Health clients at Bidwell Studios, a new Homekey Project partnering with the Hirani Foundation, Sacramento Commercial Realtors and the City of Folsom.

b. Key Staff and contact information:

Hope Cooperative
650 Howe Ave Bldg 400-A
Sacramento, CA 95825

Erin Johansen
Executive Director
916-947-1135
ejohansen@hopecoop.org
role: Executive in charge of supportive services

Marlyn Sepulveda
Director of Operations
916-441-0123 x1010
msepulveda@hopecoop.org
role: alternate contact

c. Nonprofit information:

TLCS, Inc. dba Hope Cooperative is a nonprofit. Hope Cooperative was incorporated in 1981 in Sacramento County and has no affiliates. It is a 501c3 organization.

d. See section 14 for experience



e. NA

Included in Section 14:

- Hope Cooperative brochure
- Erin Johansen, resume
- Marlyn Sepulveda, resume
- 2021 Annual Budget and major sources of funding
- Experience table detailing recent delivery of supportive services.

The John Stewart Company, Inc.

Property Manager

a. The John Stewart Company (JSCo) will oversee leasing and management of the project during operations. JSCo was founded by John K. Stewart in 1978 to providing high quality property management for affordable housing in the Bay Area. Today, JSCo is a full-service housing management, development, and consulting organization employing almost 1,500 people state-wide. According to the National Affordable Housing Management Association, JSCo is the largest affordable housing manager in California and the 6th largest nationwide.

b. Key Staff and contact information:

John Stewart Company
1455 Response Road, Suite 140
Sacramento, CA 95815

Tracy Esposito
Vice President
916-561-0323
tesposito@jsco.net
role: Primary Contact for property management

Miguel Jacquez
Senior Regional Manager
916-561-0323
mjacquez@jsco.net
role: Alternate Contact

c. NA

d. See section 14 for experience

e. NA

Included in Section 14:

- John Stewart Company, Inc. brochure
- Tracy Esposito bio
- Miguel Jacquez bio
- Table detailing property management experience at permanent supportive housing developments



Brooks + Scarpa Architecture
Architect

- a. Brooks + Scarpa Architecture is an award-winning collective of architects, designers and creative thinkers founded in 1993. Over the 25 years of practice, Brooks + Scarpa Architecture has completed nearly every type of project, ranging from single family homes to multi-family housing, affordable housing, commercial, institutional, educational, and governmental buildings.
- b. Key Staff and contact information:

Brooks + Scarpa Architects
3929 W 139th Street
Hawthorne, CA 90250

Angie Brooks, FAIA
Principal
323-596-4702
brooks@brooksscarpa.com
role: principal architect and primary contact

- c. NA
- d. See section 14 for experience
- e. NA

Included in Section 14:

- A firm resume, including a list of specific experience with affordable housing in California.

4. Project Description

- a. Oak Rose Apartments
- b. 9252 Elk Grove Blvd, Elk Grove, CA 95624
 APN: 134-0072-011

Nearby amenities include:

- Public Transit Access: Bus Rtes 16 & 116; Intersection of Elk Grove Blvd & Waterman Rd,
 .05 miles from subject
- Grocery store: Bel Air Market; 9435 Elk Grove Blvd, Elk Grove, CA 95624
 .15 miles from subject
- Public park: Strong Park; 9580 Bay Point Way, Elk Grove, CA 95624
 .22 miles from subject
- Public library: Elk Grove Library; 8900 Elk Grove Blvd, Elk Grove, CA 95624
 .9 miles from subject
- Pharmacy: Bel Air Market Pharmacy; 9435 Elk Grove Blvd, Elk Grove, CA 95624
 .15 miles from subject
- Retail Shopping: Waterman Plaza, 9385 Elk Grove Blvd, Elk Grove, CA 95624
 .1 miles from subject
- Public Transit Hub: Bus Rtes 13, 113, E113, 16, 116; Intersection of Elk Grove Florin Rd &
 Elk Grove Blvd
 .9 miles from subject
- Elementary School: Edna Batey Elementary School; 9421 Stonebrook Dr; Elk Grove, CA
 95624
 1 mile from subject
- High School: Elk Grove HS; 9800 Elk Grove Florin Rd; Elk Grove, CA 95624
 1.2 miles from subject
- College: Consumnes River College – Elk Grove Center; 10051 Big Horn Blvd,
 Elk Grove, CA 95624
 2.6 miles from subject
- Medical Care: Mercy Medical Group – Primary Care; 8220 Wymark Dr, Elk Grove, CA
 95757
 3 miles from subject

Included in Section 14:

- Location map

- c. The project will serve 66 low-income households experiencing homelessness. The building will have 66 studio units, so all households will be one or two persons in size.
- d. There will be 66 restricted affordable studio units and one unrestricted 2-bedroom manager’s unit.

Unit size	25%	30%	40%	50%
Studio/0-bedroom	4	30	23	9



e. Total Project Costs

Use	Amount	Cost per Unit
Acquisition Costs	\$850,000	\$12,687
Soft Costs	\$12,167,764	\$181,608
Hard Costs	\$21,531,074	\$321,359
TOTAL	\$34,548,838	\$515,654

f. Oak Rose Apartments will have multiple interior community spaces available to residents.

The principal community room is located in the center of the site and will include a full-size kitchen for community events, a seating area with a television, couches, chairs, and tables, a bathroom. The community room will be brightly lit with natural light and connect to open space. This will also create visibility and transparency to enhance safety. The community is available for casual activities when not in use for scheduled activities. Anticipated scheduled uses of the community room include large group meetings, cooking classes, speakers, and seasonal celebrations.

Near the front of the project is a separate resident lounge. The lounge has its own door and is a separate room that will include a sofa, TV, chairs, and a table. This room is intended to be a more private setting for small group meetings and discussions. The lounge is available for casual activities when not in use for scheduled activities.

Near the community room are four private offices for on-site services staff. Residents will meet one on one with their case manager or the resident services coordinator in these offices. Each office is equipped with two doors as a safety precaution, a desk and chair for the services staff, and a chair for the resident.

The building will also include a separate office for property management staff, as well as a staff conference room, staff break room and staff bathroom. There is also onsite storage for maintenance and janitorial.

g. Taking its cues from the adjacent historic downtown, and located on a unique-shaped parcel, the design for Oak Rose Apartments incorporates 66 dwelling units plus a manager’s unit, with a pedestrian-oriented street wall that is inviting and incorporates active office spaces behind a light screen. Residential uses are located away from the front property line to concentrate community space and management offices along the street, creating an interface with the public realm that is consistent with the goals of the Old Town Special Planning Area.

A large canopy spans the façade and allows an existing mature oak tree to accent the entry to a front court which opens to the Management Operations. Courtyards are an indelible part of California’s history and this aesthetic carries into the site organization. By siting the apartments in narrow 3-story bars, exterior space is partially enclosed, existing trees remain and circulation occurs through the courtyard and pathways, creating an exterior semi-private space as a transition from the street. Residential circulation is through these courts and a common community room anchors the mid-court and provides a threshold to the rear planted green space.

A fire lane, which transitions to a driveway, provides fire safety and allows parking at the rear of this ‘land-locked’ site, which only has one side available to connect to a vehicular roadway.



Located in the Sacramento Valley with a very pleasant hot-summer Mediterranean climate, summers are moderated by a cool Pacific Ocean ‘delta breeze’ which comes through the Sacramento–San Joaquin River Delta from the San Francisco Bay. With this mild climate, passive design strategies include cross-ventilation, natural light and shading, which substantially lowers the energy-load of this building. Renewable energy will be provided to cover the electrical load. The existing site has many trees and it is our intention to save as many as possible; this green space is an important element in people’s well-being, storm water management and habitat for animals. The unique ‘leg’ shape attached to this parcel will remain in order to preserve this important tree canopy and provide a pathway for exiting.

The design of Oak Rose Apartments provides an important link in the built environment of Elk Grove’s historic downtown, creating a street-wall, pedestrian-oriented uses and smaller-scale narrow buildings, providing affordable homes for 67 families, on a beautiful tree-lined parcel.

Included in Section 14:

- conceptual site plan
- elevations
- unit plans

h. Please see Section 14.

Included in Section 14:

- Rent Comparability Study

5. *Site Control Description/Evidence and Valuation*

Excelerate Housing Group has site control through a Purchase and Sale Agreement. We are currently in escrow and prepared to close by October 2021.

Included in Section 14:

- Purchase and Sale Agreement



6. Project Expected Timeline

Milestone	Date	Key Prerequisite Milestone/Contingency
Obtain site control – enter into Purchase and Sale Agmt	4/13/2021	NA
Acquisition closing/fee title	10/31/2021	NA
Submit application for Project Based Vouchers to Sacramento Housing & Redevelopment Agency	5/9/2021	NA
Submit application for planning entitlements/approvals	9/1/2021	NA
Receive award of PBVs from SHRA	8/1/21	NA
Submit loan application to lender	3/15/2022	Conventional construction & perm debt – formal loan commitment completed as part of TCAC app
Environmental review/Phase 1 study	6/1/2021	NA
Complete planning entitlement process	1/1/2022	4mo after Submit application for planning entitlements
Submit application to CA Dept of Housing & Community Development – Multifamily Housing Program	2/1/2022	Following receipt of entitlements
Receive award from HCD MHP	4/1/2022	
Select tax credit investor	NA*	*EHG plans to work with National Equity Fund but reserves the right to solicit multiple bids
Select contractor	10/1/2022	Bidding to take place following “Submit plans to plan check and building permit”
Prepare detailed cost estimate	1/1/2022 & update throughout	Estimate based on complete planning entitlement set
Submit plans and application(s) for plan check and building permit	4/1/2022	NA
Public body approval and TEFRA to apply for bond allocation	3/1/2022	After cost estimate and submit application to MHP
Submit application for bond allocation	5/15/2022	Joint TCAC/CDLAC App
Submit application for tax credit allocation	5/15/2022	Joint TCAC/CDLAC App
Obtain bond allocation	8/15/2022	Joint TCAC/CDLAC App
Obtain tax credit allocation	8/15/2022	Joint TCAC/CDLAC App
Obtain approval of construction plans	10/1/2022	6mo following Submit plans for plan check and building permit



Obtain construction and permanent loan commitment	8/15/2022	Concurrent with tax credit/bond award
Final construction contract	12/15/2023	Final pricing based on building permit approval
Closing of all financing	2/1/2023	
Pay impact fees and obtain construction permits	2/1/2023	Concurrent with closing financing
Begin construction	2/1/2023	Concurrent with closing financing
Complete construction	10/1/2024	18mo construction timeline
Full lease-up	2/15/2025	4mo lease up
Permanent Conversion	9/1/2025	Close HCD & Perm Loan

7. *Zoning and Entitlements*

The proposed project is a by right development. The project site is part of the Old Town Elk Grove Special Planning Area, and is designated as commercial, which allows for 30 dwelling units/acre. The project will utilize the Elk Grove Density Bonus Incentive to realize an 80% density bonus as a 100% affordable project, as well as allowed parking reductions and any necessary waivers of development standards.

The project is categorically exempt from CEQA. No NEPA review is anticipated. The project has applied for an allocation of Project Based Vouchers from the Sacramento Housing and Redevelopment Agency. These federal funds are exempt from NEPA.

An application for entitlements is anticipated to be submitted in September of 2021. Following receipt of entitlements, the project will complete design development and then submit construction drawings to plan check for building permit approval. Submission to plan check will occur after receipt of all necessary permanent financing commitments, including award of CA Dept of Housing and Community Development Multifamily Housing Program.

Excelerate Housing Group has successfully completed by-right entitlement processes using AB 1763 density bonus incentives in the City of Long Beach, and expects completion of the same process in the City of Sacramento in May of 2021. Both projects were exempt from CEQA. EHG principal Dana Trujillo has overseen entitlements for over 1,000 units of permanent supportive housing projects in her career.



8. Sources and Uses of Funds

a. Construction Sources

Source	Amount
Construction Loan	\$25,135,174
City of Elk Grove	\$3,000,000
Investor Equity	\$3,208,768
Deferred Developer Fee	\$1,300,000
Costs Deferred During Construction	\$1,904,896
TOTAL	\$34,548,838

Permanent Sources

Source	Amount
Permanent Loan	\$842,000
HCD Multifamily Housing Program	\$13,363,000
City of Elk Grove	\$3,000,000
Investor Equity	\$16,043,838
Deferred Developer Fee	\$1,300,000
TOTAL	\$34,548,838

b. Please see attached project budget in Section 14.

The project construction costs are based on paying the higher of prevailing wages and Davis-Bacon wages.

We received a cost estimate based on the entitlement drawings for Northview Pointe—a similar project in our pipeline located in the City of Sacramento—from Anton Construction based on today’s pricing. The projects are identical in unit counts and land area, and nearly identical in building envelope. The projects are being designed by the same architect. In addition, we received pricing input from WestCreek Construction to validate those numbers. Both construction companies have recent experience with Type V prevailing wage projects in the Sacramento area. We added a 20% plan development contingency on top of those numbers to account for the preliminary nature of the plans. We have also embedded a 10.25% escalation factor for construction start in 2 years from the estimate date. There is an additional 3% contractor’s contingency to account for the Guaranteed Maximum contract.



c. Total Project Costs by Funding Source

Use	Amount	Source: Permanent Loan	Source: HCD MHP	Source: City of Elk Grove	Source: LIHTC Equity	Source: Def. Dev Fee
Acq Costs	\$850,000				\$850,000	
Soft Costs	\$12,167,764				\$10,867,764	\$1,300,000
Hard Costs	\$21,531,074	\$842,000	\$13,363,000	\$3,000,000	\$4,326,074	
TOTAL	\$34,548,838	\$842,000	\$13,363,000	\$3,000,000	\$16,043,838	\$1,300,000

d. At this time, all funding is proposed, and is not committed. Commercial construction and permanent debt, and investor equity are all readily available and underwritten to current market assumptions.

e. Permanent Sources by Lien Position

Source	Amount	Lien Position
Permanent Loan	\$842,000	1
HCD Multifamily Housing Program	\$13,363,000	2
City of Elk Grove	\$3,000,000	3
Investor Equity	\$16,043,838	NA
Deferred Developer Fee	\$1,300,000	NA
TOTAL	\$34,548,838	

f. Contact information will be provided upon receipt of funding commitments.

g. Not applicable

h. Not applicable.



9. Operating Pro Forma

Please see attached projections in Section 14 detailing rental revenue, operating budget, and 15 year cash flow.

10. Low Income Housing Tax Credits

The project does not anticipate applying for a 9% LIHTC allocation.

Oak Rose Apartments will seek an allocation of 4% federal credits, state tax credits, and tax-exempt bonds.

11. Conflict of Interest Statement

Excelerate Housing Group, its affiliates, principals, and employees have no activities or relationships that create a conflict of interest for the proposer or the City of Elk Grove.

12. Insurance

Excelerate Housing Group has provided a statement from its insurance broker in Section 14 that it has the ability to provide the requested insurance.

13. Exceptions

Excelerate Housing Group and its insurance broker have clarification questions and comments regarding the timing of certain insurance requirements, certain wording, the entities required to carry the specific insurance (e.g. general contractor versus the developer), as well as the individual amounts versus comprehensive coverage, which we would like to discuss further at the appropriate time.



14. Supportive Information

This section may include graphs, charts, photos, resumes, references, etc. in support of the respondent's qualifications and/or project plan.

Please see attached supplemental information:

- a. Excelerate Housing Group Experience
 - i. Excelerate Housing Group Brochure
 - ii. Dana Trujillo resume, experience list, CPA experience certification
 - iii. Peter Enzminger resume
 - iv. Reference letters regarding EHG's ability to obtain conventional financing
- b. Hope Cooperative Experience
 - i. Hope Cooperative brochure
 - ii. Erin Johansen resume
 - iii. Marlyn Sepulveda resume
 - iv. 2021 annual budget and major sources of funding
 - v. Experience table detailing recent delivery of supportive services
- c. John Stewart Company, Inc. Experience
 - i. John Stewart Company, Inc. brochure
 - ii. Tracy Esposito bio
 - iii. Miguel Jacquez bio
 - iv. Table detailing property management experience at permanent supportive housing developments
- d. Brooks + Scarpa Architecture Experience
 - i. Firm resume
- e. Location Map
- f. Conceptual site plan, elevations, unit plans, and rendering
- g. Rent Comp Analysis
- h. Purchase and Sale Agreement in favor of Excelerate Housing Group
- i. Project Budget, rental revenue, operating budget, and cash flow
- j. Evidence of ability to insure





Excelerate HOUSING GROUP

Excelerate Housing Group is a real estate development company that creates new affordable housing in communities across the U.S. and is particularly focused on partnering with local nonprofits and public agencies to expand housing opportunities. Founded by Dana Trujillo, Excelerate aims to add value in communities that are in need of housing for low income families, seniors, moderate income households, and people experiencing homelessness. Excelerate partners with local nonprofits who currently provide high-quality services to people in their communities but are in need of real estate development expertise and capacity building. Excelerate Housing Group was founded to accelerate housing production in the United States.



Excellence

Acceleration
INCLUSIVITY



creativity

FUN

WHAT PEOPLE SAY ABOUT EXCELERATE

“

Over the last 15 years, Dana Trujillo has been an invaluable asset to the affordable housing industry in Los Angeles.”

MAYOR ERIC GARCETTI
CITY OF LOS ANGELES

“

As a large service provider, we are looking forward to working with the Excelerate team! Their years of development experience and deep understanding of service models can instantly provide the capacity we need to build more affordable housing in today's complex financial world.”

MAURA JOHNSON
DIRECTOR OF HOUSING
PENNY LANE CENTERS

“

You would be hard pressed to find a more tenacious affordable housing executive. Dana is creative and relentless in her pursuit to build housing for our unhoused friends.”

TUNUA THRASH-NTUK
EXECUTIVE DIRECTOR
LOS ANGELES LOCAL INITIATIVES SUPPORT
CORPORATION (LA LISC)

“

NEF worked with Dana on a number of developments over the last ten years. She knows how to structure tough and very complicated deals and delivers them on time and budget.”

JOE HAGAN
PRESIDENT EMERITUS
NATIONAL EQUITY FUND

“

With Dana Trujillo at the helm, Excelerate will no doubt have a deep and meaningful impact in addressing the homelessness and housing affordability crises we face as a nation. Dana has demonstrated her innovation, creativity, tenacity and passion to bring solutions to the industry.”

ROBIN HUGHES
PRESIDENT & CEO
ABODE COMMUNITIES

“

I am very excited to see Dana Trujillo launch Excelerate Housing Group. Dana can see what needs to be done and rolls up her sleeves to do it. She does not accept the status quo; rather works for a better way.”

BETH STOHR
PRESIDENT/LIHTC DIRECTOR
U.S. BANCORP COMMUNITY
DEVELOPMENT CORPORATION



With the growing affordability and homelessness crises, building the expertise and capacity of nonprofits to step up to the challenge is critical. Firms like Excelerate help fill that important niche.”

BEN METCALF



Dana is both a visionary and a practiced strategist when it comes to affordable housing policy, finance, management and development. She also has immense experience in leading successful organizational transformations.”

PERICA BELL
MANAGING DIRECTOR
 MUFG UNION BANK



Dana is an expert in the field. We are excited to see where she takes Excelerate!”

VA LECIA ADAMS KELLUM, PH.D.
PRESIDENT & CEO
 ST. JOSEPH CENTER



Excelerate is poised to get more affordable homes online right away. By bringing almost 20 years of experience, Dana and her team will increase capacity in the affordable housing development market and get a lot of new units built along the way.”

ALAN GREENLEE
EXECUTIVE DIRECTOR
 SOUTHERN CALIFORNIA ASSOCIATION OF
 NONPROFIT HOUSING (SCANPH)

ADVISORY BOARD



**PEGGY
 BAILEY**

CENTER ON BUDGET
 AND POLICY PROPERTIES



**SUSAN
 BLOOMFIELD**

STREAM
 REALTY



**NICOLE
 DEDDENS**

BOCARSLY
 EMDEN



**SEBASTIAN
 GLOWACKI**

U.S. BANK



**MIKE
 JACOBS**

NATIONAL
 EQUITY FUND

DANA P. TRUJILLO

3910 Cover Street, Long Beach, CA 90808 | Office (562) 268-2700 ext. 101 | dana@EHGhousing.com

EMPLOYMENT HISTORY

Excelerate Housing Group, Long Beach, California (2019 – present)
(Founding) President & CEO

- Establish real estate development company to accelerate the creation of new affordable housing in communities across the U.S.
- Partner with experienced local nonprofits and public agencies to expand housing opportunities
- Build a development pipeline of 10 projects by year 4
- Create operational infrastructure, establish company culture and curate team of high-performance, value-oriented employees
- Serve as industry expert on local and state affordable housing committees and commissions

Skid Row Housing Trust, Los Angeles, California (2013 – 2019)
Chief Investment and Finance Officer, Chief Real Estate Officer, Housing Development Director

- Principle executive responsible for Asset Management, Real Estate Development, Portfolio Recapitalization, Commercial Leasing, Tenant Improvements (TI), Business Development and Revenue Diversification
- Accountable for portfolio management for \$265,000,000 of total assets
- Oversaw the development and capitalization of roughly \$300,000,000 in real estate assets
- Responsible for the acquisition, construction and/or completion of 1,124 units (12 projects) for formerly homeless individuals.
- Advised the Board of Directors, Executive Committee and CEO/President on real estate financial strategies, real estate, investments, capital and re-syndication planning, and policy matters related to the aforementioned areas

Abode Communities, Los Angeles, California (2006 – 2013)
Senior Project Manager, Project Manager, Project Management Associate

- Managed all aspects of the affordable housing development process, from acquisition and project feasibility to lease up and permanent loan conversion on 4 projects (246 units for low-income seniors and families)
- Created and implement political strategy for project approval from city staff, commissions, and elected officials
- Developed and maintain project budget and secure financing, including LIHTCs, tax-exempt bonds, project-based vouchers, bank loans, investor equity, and soft financing from local jurisdictions and grants
- Participated in establishment of Figueroa Corridor Community Land Trust, including formation of nonprofit, development of organizational structure, and creation of articles and bylaws

OURtelligence, Orange, California (2003 – 2006)
Partner

- Founding principle of corporation with 6 employees providing research and marketing services for commercial real estate professionals

EDUCATION










University of Southern California
Bachelor of Science, Public Policy, Management and Planning
Minor, Law and Society (2002)

PROFESSIONAL CREDENTIALS/ AFFILIATIONS

- BisNow Los Angeles, Power Women in Commercial Real Estate, *Honoree* (2018, 2019)
- Southern California Association of Nonprofit Housing, *Board Member* (2014-2020), *Treasurer* (2016-2017), *Vice Chair* (2017-2018), *Chair* (2018-2019)
- California Housing Consortium, *Board of Governors* (2021-present)
- Urban Land Institute, Urban Revitalization Council, *Member* (2017-present)
- Women’s Development Collaborative, *Member* (2017-present)
- Affordable Housing Finance Magazine, Young Leaders Award (2014)
- Leadership in Energy & Environmental Design (LEED) Accredited Professional (2009)
- Affordable Housing and Community Development Training Institute (LISC, 2008)

Dana Trujillo

Principal Experience at Skid Row Housing Trust (partial list)

<p>New Genesis Apartments Los Angeles 106 units, New Construction Homeless/Mixed-Income</p> 	<p>New Pershing Apartments Los Angeles 69 units, Historic Rehab Homeless/Mixed-Income</p> 	<p>The SIX Los Angeles 52 units, New Construction Homeless/Veterans/Special Needs</p> 
<p>New Carver Apartments Los Angeles 97 units, New Construction Homeless/Special Needs</p> 	<p>Star Apartments Los Angeles 102 units, New Construction Homeless/Special Needs</p> 	<p>Crest Apartments Los Angeles 64 units, New Construction Homeless/Veterans/Special Needs</p> 
<p>Rossmore/Weldon Apartments Los Angeles 113 units, Rehab Homeless/Veterans/Special Needs</p> 	<p>Rainbow Apartments Los Angeles 89 units, New Construction Homeless/Special Needs</p> 	<p>Simone Apartments Los Angeles 114 units, Rehab Homeless/Veterans/Special Needs</p> 

Project Management Experience at Abode Communities (partial list)

<p>Hart Village Los Angeles 57 units, New Construction Family</p> 	<p>Terra Bella Bell Gardens 64 units, New Construction Senior</p> 	<p>Hudson Oaks Pasadena 44 units, Rehab Senior</p> 
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Independent Accountants' Report on Applying Agreed-Upon Procedures

California Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, California 95814

Re: General Partner Experience LIHTC Application

Pursuant to the requirements of the California Tax Credit Allocation Committee (TCAC) under the TCAC Regulation Section 10325(c)(1)(A) dated February 27, 2019 and at the request of Excelerate Housing Group, (the General Partner), we have applied the procedures enumerated below to the financial statements prepared (The Financial Statements) on behalf of the projects (the Projects) listed below that were owned, developed and operated by Skid Row Housing Trust during the five and one-half year time period Dana Trujillo, President and CEO of Excelerate Housing Group, was formally employed by Skid Row Housing Trust as its Housing Development Director, Chief Real Estate Officer, and Chief Investment and Finance Officer. The Financial Statements were provided to us by Skid Row Housing Trust, for the year ended December 31, 2018, which was the last full year that Dana Trujillo was employed there. Ms. Trujillo's last date of employment with Skid Row Housing Trust was January 24, 2019. Each Project is subject to a recorded regulatory agreement, is a California LIHTC project, has over ten residential units, and has been in operation for over three years with at least one project in operation for over five years. The General Partner is requesting to qualify for General Partner Experience points in accordance with TCAC Regulation Section 10325(c)(1)(A). Accordingly, the procedures, which were specified by the General Partner and by TCAC were performed to assure that each of the Projects have maintained positive operating cash flow from normal operations and have funded the necessary reserves as required by the applicable loan documents and partnership agreements (the Partnership Agreement) for the year ended December 31, 2018.

This engagement to apply agreed-upon procedures was performed in accordance with attestation standards published by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed is solely the responsibility of the specified users. Consequently, we make no representations regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. This report is intended solely for TCAC and the General Partner and should not be used by those who did not participate and/or agree in determining the procedures.

The Projects for which the General Partner is requesting experience points and for which the procedures were applied are as follows:

Abbey Apartments, L.P.
New Pershing Apartments, L.P.
Rainbow Apartments, L.P.
The Six Veterans Housing, L.P.
New Carver Apartments, L.P.

Pursuant to the request of the General Partner and in accordance with TCAC Regulation Section 10325(c)(1)(A), we applied the following procedures:

- 1) We read certain sections of the Internal Revenue Code Section 42, as amended, and the Treasury Regulations thereunder;
- 2) We read the TCAC Regulation Section 10325(c)(1)(A) dated February 27, 2019;
- 3) We read the applicable loan documents and Partnership Agreement for the Projects;

- 4) We read the Financial Statements to determine whether the Financial Statements indicated that cash flows from operations were positive for the Projects;
- 5) We read the Financial Statements, which contain the Statement of Cash Flows, to determine whether the net cash flows from typical operations were positive for the Projects for the year ended December 31, 2018;
- 6) We read the Financial Statements to determine whether the Financial Statements indicated that all required reserves had been funded for the Projects for the year ended December 31, 2018, in accordance with the applicable loan documents and the Partnership Agreement;
- 7) As needed, we discussed items included in the Financial Statements with the Project Sponsor for the purpose of applying the aforementioned procedures; and
- 8) As needed, we obtained confirmations of the reserve accounts for December 31, 2018.

Based upon the procedures referred to above, we found that the Projects had positive cash flow from normal operations for the year ended December 31, 2018.

Based upon the procedures referred to above, we found that all required reserves have been funded for the Projects for 2018, in accordance with the applicable loan documents and Partnership Agreements.

These agreed-upon procedures do not constitute an audit or examination, the objective of which is the expression of an opinion on the Financial Statements. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information of the General Partner and the California Tax Credit Allocation Committee, and is not intended to be and should not be used by anyone other than these specified parties.



Los Angeles, California
September 12, 2019

Peter Enzminger

peter.enzminger@gmail.com • (925) 683-5129 • 1905 E 1st Street #M, Long Beach, CA 90802

EDUCATION

- University of Southern California**, Master of Urban Planning 2013
Economic Development Concentration, Dean's Merit Scholar, Student Body President
- Pomona College, Claremont, CA**, BA English Literature 2008

EXPERIENCE

- Excelerate Housing Group (EHG)**, Assistant Director of Development 04/19-Present
- Manage land acquisitions across CA and strategic partnerships in Northern California market to establish pipeline of Low Income Housing Tax Credit affordable housing developments
 - Underwrite all portions of affordable housing developments, including acquisition and predevelopment financing, tax credit equity, permanent and construction debt, and public "soft" debt

- University of Southern California, Sol Price School of Policy**, Adjunct Instructor 08/20-Present
- Design and teach graduate-level studio course instructing students in all aspects of affordable housing development, including 20th Century policy history, current funding and policy paradigms, project underwriting skills, financial modeling skills, and basic design considerations via project-driven curriculum supported by critical readings and guest speakers.

- Skid Row Housing Trust (SRHT)**, *Assistant Director of Real Estate Development* 10/18-04/2019
- Supervise two Project Managers and two Assistant Project Managers staffed to five LIHTC developments in different phases of development. Responsible for timely completion of project milestones tied to developer fee delivery.
 - Create and implement strategy to resolve post-construction HCID CASp compliance issues on high-risk project.

- SRHT**, *Project Manager* 7/15-10/18
- Secured all financing commitments and successful underwriting on three acq/rehab resyndications of over 300 units of SRO housing at four sites for homeless/special needs population, including 4% federal tax credits with competitive state tax credits, recast HCID and HCD debt, HCD VHHP and FHLBSF funds, and DHS and HACLA rental subsidy.
 - Directly responsible for one construction closing and two permanent conversions. Managed occupied rehab during construction including all aspects of temporary relocation at two sites, coordinated plan development from inception to building permit on three sites, negotiated GC contracts, investor LOIs and LPAs, managed all monthly accounting draws, led monthly resident meetings during construction and design development, coordinated all necessary consultants.
 - Research and implement Rental Assistance Demonstration (RAD) Program strategy to convert Section 8 Moderate Rehabilitation contracts to 20-year Project Based Voucher contracts and Project Based Rental Assistance, including extensive negotiation with HACLA staff.
 - Obtained HCID Managed Pipeline approval for scattered site new construction project; managed entitlement process for same, including full EIR, historic report, and stakeholder outreach.

- Nancy Lewis Associates (NLA)**, *Asst Project Manager* 9/13-6/15
- Completed successful funding applications for Tax Credit (9% and 4%), HCID managed pipeline, LACDC, HACLA, VHHP and FHLB funding, including predevelopment strategy, pro forma creation & analysis, and client representation during closings as well as design and construction stages for non- and for-profit developers.
 - Analyzed client portfolios containing properties with HCD CHRP-R and local HCID and CRA loans for year 15 resyndication and refinancing opportunities.

- Restore Neighborhoods Los Angeles (RNLA)**, *Project Analyst* 1/12-8/13
- Coordinated repairs and property disposition with escrow, underwriter, buyer, and RNLA staff for scattered- site, multi-phase multifamily affordable housing projects totaling 100+ units.

ADDITIONAL INFORMATION:

- Training:** Housing Development Training Institute Basic and HDTI Advanced
- Software:** Microsoft Office, Adobe Suite (highly proficient); GIS, SketchUp (basic)
- Personal:** Proficient in Spanish, basic French. Enjoys swimming and cycling.

February 19, 2020

Re: Excelerate Housing Group – Reference Letter

To Whom It May Concern:

I have had extensive experience on affordable housing projects with Dana Trujillo. While Ms. Trujillo was at Skid Row Housing Trust, US Bank provided LIHTC equity investments for multiple projects, enabling the completion of hundreds of units of affordable housing.

Based on my knowledge of Excelerate Housing Group's principals, and the organization's staffing and financial structure, Excelerate is sufficiently positioned to secure the necessary private funding for affordable housing projects. Dana is thoughtful and skilled in the planning and financing of affordable housing developments, and we are excited to see her team at Excelerate Housing Group continue to develop housing.

I am happy to serve as a reference for Excelerate Housing Group.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Glowacki".

Sebastian Glowacki
Vice President
303.585.4230

February 19, 2020

Re Excelerate Housing Group – Reference Letter

To Whom It May Concern:

I have had extensive experience on affordable housing projects with Dana Trujillo. While Ms. Trujillo was at Skid Row Housing Trust, Wells Fargo Bank provided construction loans for multiple projects, enabling the completion of hundreds of units of affordable housing.

Based on my knowledge of Excelerate Housing Group’s principals, and the organization’s staffing and financial structure, Excelerate is sufficiently positioned to secure the necessary private funding for affordable housing projects. Dana is thoughtful and skilled in the planning and financing of affordable housing developments, and we are excited to see her team at Excelerate Housing Group continue to develop housing.

I am happy to serve as a reference for Excelerate Housing Group. Should you have any questions, please feel free to contact me at (213) 358-7487.

Sincerely,



Norma Dominguez
Vice President-Sr. Relationship Manager
Community Lending and Investment

Together we'll go far



TRIAGE NAVIGATOR PROGRAM

Triage/Peer Navigators understand what people are going through. They compassionately walk beside people through the difficult and stressful experience of a mental health crisis and help them navigate a complex system to find mental health services, primary care, employment services, alcohol or drug services, financial assistance programs, services for children and families, and other social services as needed. Navigators are embedded in all Sacramento County emergency rooms and with local law enforcement to reduce the number of unnecessary incarcerations and hospitalizations.

Mobile Crisis Support Team

Peer staff who have been through similar challenges provide post crisis support for clients after a law enforcement encounter due to a mental health crisis. Staff work in partnership with law enforcement and county clinicians.

Crisis Respite Center

Staffed 24/7, the Crisis Respite Center intervenes in 3,000 crises per year that would otherwise be handled by hospital emergency rooms. The welcoming, home-like atmosphere is an alternative to the traditional emergency room and inpatient care that provides a safe environment allowing individuals in crisis to stabilize. All patients can stay for up to 23-hours and leave with a plan and resources to mitigate future crises. The program is open to any adult (18 years or older) in Sacramento County experiencing a mental health crisis who is not an immediate danger to themselves or others.



HOPE COOPERATIVE ORGANIZATIONAL PHILOSOPHY

We believe that hope changes lives. With hope, we believe that the potential for life change is not only possible, but at times miraculous.

We embrace a diverse and culturally rich workforce. Our agency offers equal opportunity for employment and volunteer participation solely on the basis of merit, and we provide equal access to programs and services for persistently mentally ill adults, all without regard to race, color, creed, sex, age, religion, national origin, sexual orientation or disability.



United Way Certified Agency #3116



These programs are funded in part by Sacramento County Division of Behavioral Health Services with funding from Proposition 63, Mental Health Services Act MHSA

WE STAND FOR HOPE

Please consider including Hope Cooperative in your will or estate plan.

HOPE COOPERATIVE

Resilience. Connection. Transformation.

Transforming and empowering the lives of people with mental illness by supporting independence and preventing homelessness.

Serving the Community Since 1981

Administrative Offices
650 Howe Ave. Bdg 400-A
Sacramento, CA 95825
Phone: (916) 441-0123
Fax: (916) 441-6893
hopecoop.org

f /hopecoop916

🐦 @hopecooperative

ABOUT HOPE COOPERATIVE

Hope Cooperative is a private, non-profit psychosocial rehabilitation agency located in Sacramento County. We provide permanent supportive housing, interim housing and a variety of mental health services including: case management programs for people who are homeless or at risk for homelessness and have a severe and persistent mental illness, and an array of crisis intervention services such as our 24/7 Mental Health Crisis Respite Center for any adult in Sacramento County experiencing a mental health crisis.



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Founded in 1981, Hope Cooperative has grown to become a leader in providing new and innovative housing and supportive services to Sacramento's mental health community. We own or operate seven different residential facilities housing 155 individuals. Hope Cooperative also provides assistance for an additional 168 individuals living in subsidized scattered-site housing throughout the community.

We employ more than 200 full-time staff and serve over 6,000 clients annually in our housing, residential, case management and crisis services.

Hope Cooperative is governed by a volunteer Board of Directors that represents a wide cross-section of the community, including active consumer participation. Our programs and projects are funded through federal, state and local contracts as well as private grants and donations.

HOUSING PROGRAMS

Hope Cooperative provides a vast array of housing options for the mental health community.

Palmer Apartments is a 24-hour staffed short-term interim housing program that provides a safe, hospitable alternative to the shelters and allows individuals the opportunity to get off the streets.



COOPERATIVE HOUSING PROGRAM RESIDENCES

Cooperative living provides formerly sheltered individuals a place to call home and long-term stability. Each site provides unique services tailored to the needs of the individuals residing in these programs. The length of stay is indefinite.



Cardosa Village



Folsom Oaks



Possibilities is our newest program serving homeless, transition-age youth, age 18-25, on their road to self-sufficiency. This is a partnership with Wind Youth Services and is in part funded by HUD.

SERVICES

New Direction intensive case management is known as a Full Service Partnership (FSP) The Primary Goal: To assist in securing permanent housing for the individuals we serve.

- Staff include: psychiatrists, nurses, therapists, case managers.
- Substance abuse recovery support is available for those who are diagnosed with co-occurring disorders.
- Services are aimed at improving quality of life and preventing individuals from repeatedly cycling through the system.
- Providing compassionate "whatever it takes" services for those who need them most.

TCORE provides intensive services to adults living in Sacramento County who have a mental health diagnosis. TCORE provides recovery-based services that meet the individual and cultural needs of the participant. TCORE offers a range of services provided by psychiatrists, nurses, therapists, personal services coordinators, and employment and benefits specialists.

Hope Cooperative FSRP provides intensive case management in collaboration with Sacramento County and local housing service providers serving 90 individuals and families experiencing homelessness with high service needs. This is a "whatever it takes" service model.

Hope Cooperative RST is one of four Regional Support Teams that provide medication support and a variety of mental health services and recovery supports to adults who live in a specific geographic region of Sacramento County.

The Clubhouse is a place where Hope Cooperative clients pursue their hopes and dreams. With a focus on employment, volunteerism, and education, Clubhouse members build relationships, inspire each other, find meaningful work in the community, explore their passions, and increase their quality of life through social connection.

Erin Johansen, CEO, TLCS, Inc. dba Hope Cooperative

1801 Castro Way Sacramento, CA 95818 (916)947-1135 ejohansen@hopecoop.org

PROFESSIONAL EXPERIENCE

CEO – TLCS, Inc. dba Hope Cooperative

January 2016 – Present

Our mission is to transform the lives of those living with mental health challenges, substance use disorders, and homelessness by supporting their independence, promoting their housing stability, and empowering them to make positive changes in their lives.

- Responsible for overall leadership of the organization
Accomplishments:
 - Secured new Federal Funding with a local match for housing and services for Transition Age Youth who are experiencing homelessness.
 - Executed and acquisition of another Mental Health Organization in 2018 resulting in 30% increase in revenue.
 - Received state certification as an Alcohol and Other Drug Program for outpatient services in 2017 and added a second location in 2019.
 - Expanded into Yolo County in 2021
 - Achieved 63% growth in revenue in 5 years.
- Responsible for raising funds to build prudent reserves
Accomplishments:
 - Successfully achieved the goal of \$1.8 million in unrestricted prudent reserve by 2020.
- Board Development
Accomplishments:
 - Built a dedicated, diverse and committed board with 100% attendance and 100% board giving.
- Expansion
Accomplishments:
 - Working on several affordable housing projects with the intention of adding over 300 units to the local housing stock over 5 years working with multiple development partners.

Development Director – TLCS, Inc.

January 2013 – January 2016

- Responsible for all marketing and community relations functions
- Responsible for raising funds to build prudent reserves
- Responsible for raising funds for expansion projects
Accomplishments:
 - Spearheaded the drive to apply for a \$1 million grant for mental health crisis respite. Once awarded, participated in most aspects of program development as well as marketing and outreach. This grant was awarded for 2 years and was recently converted to a sustainable contract with Sacramento County.
 - Spearheaded the drive to apply for a \$1.2 million grant for 3 years to provide Triage Navigation at a variety of access points throughout the county. Participated in program development and served as liaison with various system partners, particularly area hospitals.
- Responsible for all public relations and information activities
- Responsible for all fundraising and community awareness activities
- Responsible for Board development, training and strategic planning

Erin Johansen, CEO, TLCS, Inc. dba Hope Cooperative

1801 Castro Way Sacramento, CA 95818 (916)947-1135 ejohansen@hopecoop.org

Founder/Executive Director – Full Circle Treatment Center

2007 – 2013

- Led a team to create a non-profit adolescent outpatient substance abuse treatment program with an annual budget of \$400,000. 50% was raised via fee for service with the balance sourced from a combination of grant writing, fundraising events, public contracts and direct donations.
- Responsible for all aspects of start-up functions: forming a Board, filing government documents, creating a business plan, budgeting, marketing, securing state licensure, develop personnel policies and procedures, hiring staff, fundraising, grant writing, interfacing with community members, securing a facility, negotiating rental agreements, participating in programming decisions, and outcome study formulation.
- Responsible for ongoing operations including: Donor Relations, Fund Development, Managing Staff, Board Interface, Board Management, Volunteer Management, Community Outreach, Marketing and Payroll.
- Oversaw program decisions and participated in quarterly family night development and implementation.
- Responsible for community and professional presentations to mental health, school and medical professionals to educate around teen substance abuse identification and treatment.
- Established a Board of Governors including all key law enforcement officials and influential community members in Placer County.
- Led the agency to strategic merger to ensure long term sustainability.

National Sales Manager – Oregon Fruit Products LLC

1996 – 2012

- Managed all aspects of domestic sales in the US.
- Supervised a national broker network as well as personally handled all national corporate accounts representing 70% of the company's sales.
- Created and published a weekly food blog to promote consumer awareness.

EDUCATION

- **M.S. Marriage Family and Child Counseling, San Jose State University**
 - **B.A. Psychology and Sociology, San Diego State University,
With Honors and Distinction**

PROFESSIONAL ORGANIZATIONS

- Chair of The Sacramento Continuum of Care Board 2021 (Board Service since 2016)
- American Leadership Forum Class XX 2016-17
- California Association of Social Rehab Agencies Executive Committee 2015-2018
- Association of Behavioral Health Contractors, Treasurer 2016-present
- Sacramento County Mental Health Steering Committee -2015-present
- Leadership Sacramento 2014

Marlyn H. Sepulveda, LCSW

4416 Marble Way
Carmichael, CA 95608

marlynhs@outlook.com

(916) 768-0189

SUMMARY

Licensed Clinical Social Worker with over 20 years of experience providing, developing, directing, and coordinating programs which provide mental health services to adults with psychiatric disabilities. Services address acute and chronic mental health symptoms and substance abuse. Highly motivated, detail oriented with a broad scope of experience as a strengths-based leader with a long-standing record of success in the provision of community based services.

WORK EXPERIENCE

TLCS, Inc. dba Hope Cooperative – 650 Howe Ave Bldg. 400-A, Sacramento 95825

July 2020 – Present

Director of Operations

- Accountable for establishing a strategic direction for agency to improve business performance and reduce cost.
- Safety Officer responsible for ensuring CalOSHA standards are being met and policies and procedures maintained.
- IT liaison to ensure computer equipment and cell phones are well maintained and meet the needs of staff and agency.
- Vendor management and contract negotiations to improve cost and enhance services.
- HIPAA Compliance Officer responsible for maintaining policies and procedures, risk assessments, and reporting standards.
- HUD property management specialist certified and coordinator for oversight of HUD 811 housing project.
- Ensure the upkeep and safety of all housing projects and supervisory of maintenance team.
- Responsible for oversight of Permanent Supportive Housing and Interim Housing including the quality of services.
- Contributor grant writer and instrumental in geographic expansion of services into Yolo County.
- Program development of services including the startup and expansion of multiple complex behavioral health programs.

July 2007 – 2020

Program Director – TCORE, SRO Services Center and Hotel Berry

- Fiscal oversight and accountability of several community based specialty mental health programs with budgets exceeding 4.5 million dollars cumulatively.
- Extensive experience with contract and budget negotiations and subsequent program development, implementation and oversight.
- Oversight of daily program operations with additional focus on monitoring contract scopes and outcomes, developing policies and procedures, and evaluating service outcomes for improved service delivery.
- Proficient recovery orientated service delivery, client centered clinical consultations, individual counseling, risk assessments, crisis intervention and de-escalation using best/promising practices with a focus on reducing recidivism through enhancing self-sufficiency, coping skills, community integration, and independent living skills.
- Responsible for vetting and acquiring new staff, maintaining/improving staff morale, evaluations, improvement plans, and terminations.
- Create and maintain an evolving and successful method of training and education for staff that is guided by the psychosocial rehabilitation practice model.
- Develop and manage database systems for collecting and analyzing data used to create statistical reporting outcomes.
- Commitment to cultivating culturally responsive programming through serving multiple terms as the chair of the agency's Cultural Competency Committee and supporting training opportunities for staff.
- Facilitated on-going enhancement to service delivery including the implementation of an on-site primary health care clinic with a component of integrated health care service collaboration with a local FQHC.
- Assisted with writing multiple grants which helped to facilitate fiscal growth and diversity including the TLCS Triage Navigator program grant.

March 2006 – July 2007

Program Supervisor – Project Redirection

- Provided consumer centered services to homeless individuals referred from Sacramento County Jail Psychiatric Services, who were diagnosed with a severe and persistent mental illness.
- Provided direct practice assessments, crisis intervention, and treatment planning.
- Provided supervision for support staff and outreach staff.

Marlyn H. Sepulveda, LCSW

4416 Marble Way

Carmichael, CA 95608

marlynhs@outlook.com

(916) 768-0189

- Trained staff on County guidelines for Medi-Cal billing and ProAct.
- Completed monthly, quarterly and annual reports for stakeholders at County and Federal levels.
- Oversight of program budget.
- Certified by Sacramento County for 5150 assessments.

Turning Point Community Programs – 3440 Viking Drive, Suite 114, Sacramento, CA 95827

June 2005 – March 2006

Personal Service Coordinator III – Homeless Intervention Program

- Clinical Case Manager for individuals with severe and persistent mental illness.
- Provided biopsychosocial assessments, support and education for clients using a recovery oriented service delivery modality.
- Supported members with obtaining and maintaining housing.
- Service delivery within a full service partnership model, supported individuals with self-directed treatment planning and implementation.
- Offered individual therapy as an MSW II intern on an as needed bases.

Transitional Living & Community Support, Inc. – 650 Howe Ave Bldg. 400-A, Sacramento 95825

September 2004 – June 2005

Mental Health Rehabilitation Specialist – Project Redirection

- Provided intensive clinical case management services to individuals diagnosed with severe and persistent mental illness, or dually diagnosed with substance abuse directly referred from Sacramento County Jail.
- Supported individuals with reintegration into the community through direct service and community referrals.
- Performed biopsychosocial assessments and mental health status exams.
- Supported individuals with self-directed goal planning, psychosocial education, medication management, and crisis intervention.

September 2004 – June 2005

Program Advisor – T Street Co-op

- Provided supportive services to individuals dually diagnosed with persistent mental illness and HIV/AIDS.
- Perform biopsychosocial assessments and mental health status exams.
- Supported individuals with self-directed goal planning and implementation.
- Provided advocacy, crisis intervention, referrals, group facilitation, employment assistance, support and encouragement.

May 2001 – September 2004

Life Skills Coach/Case Manager – TLCS Co-ops

- Provided supportive services to individuals a with persistent mental health diagnosis or dually diagnosed.
- Assist individuals with self-directed personal goals while working towards independent living skills.
- Provided advocacy, crisis intervention, referrals, group facilitation, employment assistance, support and encouragement.
- Member of the agencies Cultural Diversity Task Force.

EDUCATION/CREDENTIALS

Licensed Clinical Social Worker, July 2014

LCSW61921

California State University Sacramento –Sacramento, CA

Master of Social Work

Bachelor of Social Work

Sierra College – Rocklin, CA

AA Liberal Arts and AA General Studies

Emphasis: Psychology

ProAct Instructor – December 2006 – Present

Risk management program designed to reduce risk of harm through de-escalation and crisis communication strategies.

Marlyn H. Sepulveda, LCSW

4416 Marble Way
Carmichael, CA 95608

marlynhs@outlook.com

(916) 768-0189

VOLUNTEER EXPERIENCE

Dolphin Divers of Sacramento, Sacramento, CA

April 2008 – Present

Dolphin Divers is a 501 (c) 7 social club focused on education, safety and enhancing the experience of recreational scuba diving.

- Active Treasurer responsible to maintaining fiscal records, filing IRS 990, Secretary of State Filings and auditing financial records.
- Multiple past board positions held including President, Vice President, and Secretary.
- Event Leader for social events which require coordination site contracts, fiscal tracking and activity planning.
- Two time winner of Member of the Year for 2009 and 2011 which is voted on by the club membership.

Walk For Mental Health, Sacramento, CA

Board Member – May 2015 – Present

Human Resources Consultants, Sacramento CA

Associate Social Worker Therapist Intern – 2008 – 2011

Consumer Self Help, Sacramento, CA

September 2003 – June 2007

Board Member – Consumer Self Help is a 501(c) 3 nonprofit agency that offers peer support for individuals that have a mental health diagnosis. Positions included President, Vice President and Member at Large.

Hope Cooperative Fiscal Year 2020-2021 Budget

Income Statement	
Revenue	\$ 21,097,334
Government Grants and Contracts	20,228,500
Foundation & Corporate Giving	230,000
Service Fees & Client Rent	546,834
Fundraising Revenue	90,000
Interest & Miscellaneous Revenue	2,000
Expenses	\$20,724,434
Total Personnel Expenses	15,094,981
Salaries	10,909,835
Payroll Taxes	910,971
Benefits	982,800
Retirement	327,295
Workers Compensation	160,055
Unemployment Insurance Expense	20,000
Contracted Medical Personnel & Other Staff	1,784,025
Total Occupancy Expenses	1,131,400
Office Rents	779,516
File Storage & Retrieval Srvc	9,300

Non-Capital Equipment Purchases	20,132
Non-Capital Furniture Purchases	31,476
Janitorial/Carpet Cleaning	12,600
Landscaping	22,420
Pest Control	6,100
Property Maintenance	84,083
Repair Materials	60,248
Appliance Replacements	8,200
Inspections / Permits	2,570
Moving Expense	-
Property Taxes	7,904
Utilities	86,850
Total Office Expenses	135,984
Office Supplies	60,675
Employee Food / Beverage	9,354
Employee Recognition	4,600
Meeting Expenses	5,400
Postage & Shipping	6,970
Printing & Photocopying	33,585
Professional Books & Publications	-
Subscriptions & Membership Dues	15,400
Temporary Help	
Total Communication Expense	235,142

Telephone	222,212
Internet	12,930
Total Equipment Leases	17,815
Equipment Leases	17,815
Total Information Technology	358,034
IT Support/Maintenance	294,304
IT Hardware	42,730
Non-capital IT Software	21,000
Total Insurance	155,156
Insurance - D&O	31,273
Property & Liability Insurance	62,146
Property & Liability Insurance	38,466
Vehicle Insurance	23,271
Total Professional Services	231,000
Audit & Tax Preparation Fees	65,000
Consultants	160,000
Legal Fees	6,000
Total Staff Travel	375,325
Staff Travel	375,325
Total Staff Development	52,083
Staff Development	52,083
Total Client Supports	1,922,402
Client Medications	30,720

Client Housing Subsidies	1,401,800
Client Hotel / Motel Vouchers	155,500
Client Security Deposits	20,500
Client Utilities Assistance	59,300
Client Transportation Expense	132,802
Client Activities / Recreation	5,240
Client Education / Training	600
Client Household Supplies	15,740
Client Needs - Misc	30,700
Client Sustenance / Food	69,500
Total Other Program Operations	237,235
Contracted After Hour Services	19,250
Client Medical Supplies/Service	5,860
Security Services	143,800
Translation & Interpreter Svcs	22,750
Program Supplies	26,705
Program Outreach	400
Recruitment Advertising	3,000
Vehicle Lease/Rental	-
Vehicle Operating Costs	15,470
Total Subawards	373,404
Subawards	373,404

Total Other Business Operations	114,300
Administrative Expenses	40,000
Bank Fees & Interest Charges	5,000
Board Expenses	3,000
Marketing/Program Advertising	5,000
Payroll Processing Service	37,000
Mortgage Interest	23,100
Late Fees	-
Miscellaneous Fees	1,200
Total Fundraising Expenses	35,400
Fundraising Expenses	35,400
Total Depreciation Expense	254,774
Depreciation Expense	254,774
Profitability	
Release of Temporarily Restricted Net Assets	
Unrestricted Operating Surplus/Deficit	\$ 372,900
As % of expenses	2%

TLCS, Inc. dba Hope Cooperative
Major Funding Sources FY20-21

U.S. Dept. of Housing and Urban Development 600 Harrison Street, 3rd Floor San Francisco, CA 94107	\$2,639,282
Sacramento County Dept. of Health and Human Services, Dept of Behavioral Health Services 7001-A East Parkway Sacramento, CA 95823	\$16,583,657
Sacramento County Dept. of Human Assistance	\$516,600
Dignity Health	\$160,000
Kaiser Permanente	\$25,000

TLCS, INC. PROJECT NAME:	ADDRESS	HOUSING TYPE	UNITS/BEDS	Beginning/End Dates	Lender(s)- Regulatory Agreements	Approximate Funding	Services
9th Street Co-op	2224/26/28/30 9th Street Sacramento, CA 95818	PSH-Special Needs	4 units, 16 BRs	7-1-84 to present	two HCD EHAP-CD loans, note: both reconveyed following the end of the related regulatory agreements Reference: Lorinda Shimizu, Manager Department of Housing and Community Development	\$1,261,691	Sacramento County BHS Reference: Sheri Green, Health Program Manager (916)875-0901 greenshe@saccounty.net
Bell Street Apts.	1208.1210 Bell Street Sacramento, CA 95825	PSH-Special Needs	12 units, 22 BRs	1-1-86 to present	SHRA (HOME) covered acquisition and Self-Help Credit Union rehabilitation loan Reference: Christine Weichert, SHRA (916)440-1353 cweichert@shra.org	\$754,653	Sacramento County BHS Reference: Sheri Green, Health Program Manager (916)875-0901 greenshe@saccounty.net
Palmer Apts. THP	3121/3131 Palmer Street Sacramento, CA 95815	TH Special Needs	18 units, 48 BRs	1-1-86 to present	HCD (EHAP-CD) reconveyed, SHRA (TI), plus conventional bank loan Reference: Christine Weichert, SHRA (916)440-1353 cweichert@shra.org	\$2,110,590	Sacramento County BHS Reference: Sheri Green, Health Program Manager (916)875-0901 greenshe@saccounty.net
River City Residence Club	1816 O Street Sacramento, CA 95811	PSH-Special needs	SRO with 15 BRs	11-1-97 to present	HUD (section 202 project) note: co-sponsored with RHF Reference: Perry Glenn, VP Affordable Housing Retirement Housing Foundation	TLCS was not a party to the debt	Sacramento County BHS Reference: Sheri Green, Health Program Manager (916)875-0901 greenshe@saccounty.net
Cardosa Village Apts.	5710 66th Avenue Sacramento, CA 95823	PSH-Special Needs	21 units 37 BRs	9-1-96 to present	HUD Section 811 project, SHRA (HOME) note: co-sponsored with RHF Reference: Perry Glenn, VP Affordable Housing Retirement Housing Foundation	TLCS was not a party to the debt	Sacramento County BHS Reference: Sheri Green, Health Program Manager (916)875-0901 greenshe@saccounty.net
Folsom Oaks Apts.	809 Bidwell Street Folsom, CA 95630	PSH-Special Needs	19 units, 34 BRs	1-1-2011 to present	HUD (section 811), HCD (MHP), CalHFA (MHSA), City of Folsom (Housing Trust fund), FHLB-SF (AHP) Reference: Susan Chen, Funding Specialist, HUD (415)489-6631 susan.s.chen@hud.gov	\$6,487,202	Sacramento County BHS Reference: Sheri Green, Health Program Manager (916)875-0901 greenshe@saccounty.net
Possibilities TH Program	2980 Del Paso Boulevard Sacramento Blvd. 95825	TH-homeless TAY	4 units, 12 BRs	8-1-2018 to present	Acquisition and rehabilitation costs were covered by the Sutter Foundation HUD COC funding for operations note: no regulatory agreement	\$400,000	HUD via COC \$800,000 annual for operations and services Transitional Housing and Rapid Rehousing Reference: Nicholas Nordahl, Community Planning And Development Representative (415)489-6762 nicholas.d.nordahl@hud.gov

Note: TLCS has never defaulted on or been foreclosed on any of its' properties during the ownership or management period.

Five Locations to Serve You

The John Stewart Company provides development, construction oversight and management services throughout California. Headquartered in San Francisco, we also have offices in Sacramento, South Bay, Los Angeles and San Diego.

San Francisco Corporate Offices

1388 Sutter Street
Suite 1100
San Francisco, CA 94109
Phone: 415/345-4400
Fax: 415/614-9175
www.j스코.net

Sacramento Regional Office

1455 Response Road
Suite 140
Sacramento, CA 95815
Phone: 916/561-0323
Fax: 916/561-0326

South Bay Regional Office

104 Whispering Pines Drive
Suite 200
Scotts Valley, CA 95066
Phone: 831/438-5725
Fax: 831/438-5737

Los Angeles Regional Office

888 S. Figueroa Street
Suite 700
Los Angeles, CA 90017
Phone: 213/787-7200
Fax: 213/833-1866

San Diego Regional Office

9948 Hibert Street
Suite 207
San Diego, CA 92131
Phone: 858/537-2026
Fax: 858/549-2739

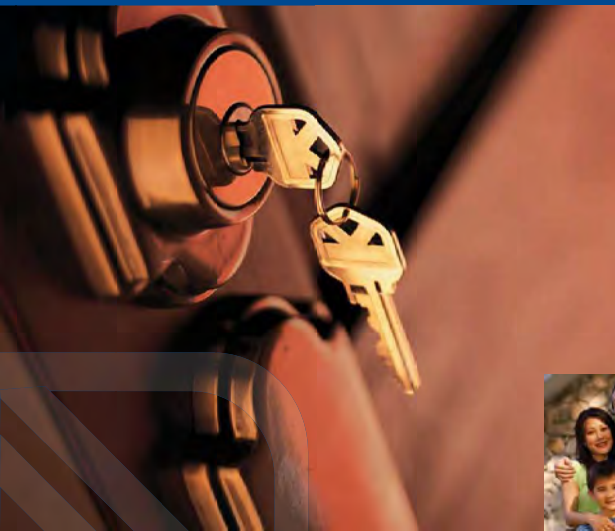


The John Stewart Company Diversified Housing Services

www.j스코.net



THE
JOHN STEWART
COMPANY



“Forging a strong and lasting partnership with JSCo is one of the best decisions we have made as an institution. In the course of eight years, JSCo has helped us turn a poorly-performing housing portfolio into a major cornerstone of our company. JSCo offers a deep and capable staff; expertise in managing all kinds of family and special needs housing; familiarity with regulatory requirements; unmatched geographic coverage around the Bay Area and beyond; and a management infrastructure that brings to bear skills and experience not generally present in on-site staff. Last but not least, they make it their business to understand and respect the needs of their clients.”

*Daniel Sawislak
Executive Director
Resources for Community Development*

A Commitment to Service



John Stewart, Chairman and Jack Gardner, President & CEO.

The John Stewart Company (JSCo) was founded in 1978 with a small staff but a strong commitment to providing high-quality management services for affordable housing in the Bay Area. Today, JSCo is a leading full-service housing management, development and consulting organization employing over 1300 people throughout California. We service a diverse portfolio of over 400 housing communities with more than 30,000 residential units — home to almost 100,000 Golden State residents.

One Stop Service

Whether you're looking for a development partner, need construction management services, or simply require top-notch management of your existing property, JSCo can guide you through all aspects of the complex process of multifamily housing development and/or property operations. Be it financial consulting, construction monitoring, rental marketing or specialized management programs, we have all the resources you need to make your project a success. The John Stewart Company has the versatility and professional capacity to perform every task from initial feasibility analysis through development and long-term property management.

Our strength as a diversified housing services provider is built upon the foundation of multi-family housing management spanning a broad range of populations. Tailored to your specific needs, our management approach goes beyond the traditional services of maintenance and budgeting. At JSCo, we are committed to creating secure and service-oriented environments for our residents while providing value-added benefits to our clients.

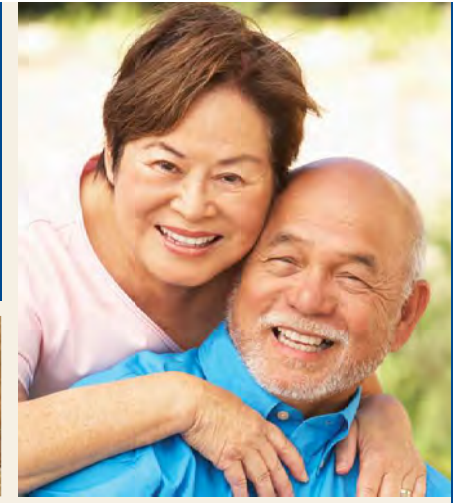
Creating Communities Through Partnerships

Our partnerships with private, public and non-profit organizations have earned wide-spread community support for many successful housing ventures. As part of this process, we frequently commit our own assets and share risk with our partners. We believe that productive partnerships are based on mutual trust, transparency, mutual accountability and confidence that common goals are best achieved together.

The wide spectrum of partners and clients served by The John Stewart Company ranges from government agencies to financial institutions, from community associations to resident organizations, and from non-profit community development corporations to private developers.

Ultimately, we recognize that both our residents' quality of life and our clients' success depend on our ability to develop and manage exceptional living environments that are a source of pride for their communities. We share with our clients a commitment to providing housing that is planned, built and managed to stand the test of time.





A Full Spectrum of Housing Services Under One Roof

Development & Construction Services

Acquisition and Rehabilitation

Interior/exterior Rehabilitation
Structural Repairs
Seismic Upgrades
Landscape Improvements
Electric/Gas meter Conversions
Relocation Services

New Housing Development

Conventional and Affordable
Rentals and Ownership
Housing for Special Populations
Mixed Income Developments
Mixed Use – Residential/Retail
Transit-Oriented Development

Historic Preservation/Adaptive Reuse

Historic Tax Credit Rehabilitation
Adaptive Reuse of Historic Properties

Pre-Construction and Construction Services

Planning and Zoning Review
Owners' Representative Services
Construction Monitoring
Architectural Services
General Contracting
Construction Management
Public Agency Coordination
Technical Consultant Coordination
Bid Coordination and Selection

Financial Services

Financial and Syndication Services

Funding Source Identification
HUD/CalHFA Funding Applications
Tax Credit Applications
Grant Writing
Tax Credit Syndications
Financial Packaging
Financial Consulting

Project Planning and Feasibility Analysis

Predevelopment Due Diligence
Feasibility Studies
Development Timelines
Building Diagnostics
Market Identification
Financial Projections

Housing Management Services

A full spectrum of Housing Types

Apartments
Condominiums
Planned Unit Developments
Common Interest Developments
Cooperatives
Live/Work
Single Room Occupancy Hotels
Retirement Housing

Specialized Program Development

Supportive Services
Information and Referral Services
Educational Services
Health Services
Child Care
On-the-job Training
Recreational Programs
Artists' Housing

Services for Diverse Populations

Families and Individuals
Renters and Homeowners
Seniors and Children
Special Needs Populations
Homeless Transition Age Youth

Marketing and Rent Up

Advertising and Promotion
Resident Screening
Community Building & Outreach
Fair Housing Compliance
HUD/CalHFA/HCD Compliance
Tax Credit Compliance
Redevelopment Agency Compliance
Affordable Housing Program Compliance

"I'm convinced that the opportunities that we were given with the Affordable Housing program were instrumental in helping us through the difficult financial times in our lives. It allowed us the ability to concentrate on the important things in life, such as great education, spending quality time with family and bonding with other families in similar situations. My children and I thank you from the bottom of our hearts for having the foresight to create programs that help so many people."

– Former Resident (Now a homeowner)

Innovative Housing Solutions

At the John Stewart Company, we are committed to creating housing solutions that really work and our clients, for our residents, and for the communities in which we work. From inner-city single room occupancy hotels to garden-style family apartments to high-rise condominium towers, our goal is the same: that every home is exceptionally well-built, secure, and expertly managed. Consider the following examples of our development and construction management activities::

In 2004, the John Stewart Company co-developed North Beach Place, a 341-unit, mixed-income, mixed-use HOPE VI project in San Francisco with BRIDGE Housing Corporation and Em Johnson Interest. This development includes an on-site childcare center, teen center, computer learning center and 20,000 square feet of retail space. North Beach Place is one of the few HOPE VI projects in the state that not only fully replaced the public housing units formerly on the site, but also added more than 100 new units of affordable housing for very low and low-income seniors and families.

Building on the success of North Beach Place, JSCo is currently the lead developer for the first "HOPE SF" project in San Francisco: the transformation of a 22-acre dilapidated public housing complex in into a new 750-unit mixed-income and mixed-use neighborhood.

In the East Bay, The John Stewart Company served as developer, owner and manager of one of the first transit-oriented, mixed-use residential developments in California. Located adjacent to the Del Norte BART Station in El Cerrito, this award-winning mixed-income community successfully promoted the use of public transportation by 70% of its residents.

Working with community-based nonprofit housing partners, JSCo is also both preserving existing affordable housing and developing innovative "green" supportive housing for special needs populations.

For example, we recently partnered with a non-profit organization in San Francisco to renovate and preserve the affordability of a 245-unit HUD Section 236 development, and in both Southern California and the Bay Area we have recently worked with local nonprofit organizations to build LEED-certified supportive housing developments for low-income blind and developmentally disabled populations.

We also recently completed a LEED-certified mixed-income and mixed-use artists' complex in Ventura, California. Targeted to low-income working artists, this sustainable project is one of the first in the nation to take advantage of the new "artistic and cultural" preference allowed for Low Income Housing Tax Credit developments. The complex includes gallery/performance space, art-oriented retail uses, supportive housing for formerly homeless households and market-rate condominiums.

Acting as owner's representative for multiple non-profit housing corporations, we have directed many multi-million dollar residential rehabilitation projects from contract to completion – often finishing early and under budget. Combined with property management, we have provided seamless capital improvement services for clients throughout the state.

Working with non-profit and private housing owners and public agencies across California, JSCo has created housing solutions too numerous to describe here. With our broad development experience and diverse management skills, The John Stewart Company seeks out challenging opportunities to bring new life to troubled neighborhoods and new hope to families in search of a place to call home.



The John Stewart Company Recognition & Awards

**Outstanding Achievement in Affordable
Housing & Community Development**
– San Diego Housing Federation (2010)

**Affordable Housing Finance
Readers' Choice Awards**
– Best Green Project - Casa Feliz (2010)
– Best Family Project - North Beach Place (2005)

Enterprise Partner of the Year
– Community Housing Partnership (2009)

Housing Sponsor of the Year
– Merritt Community Capital (2008)

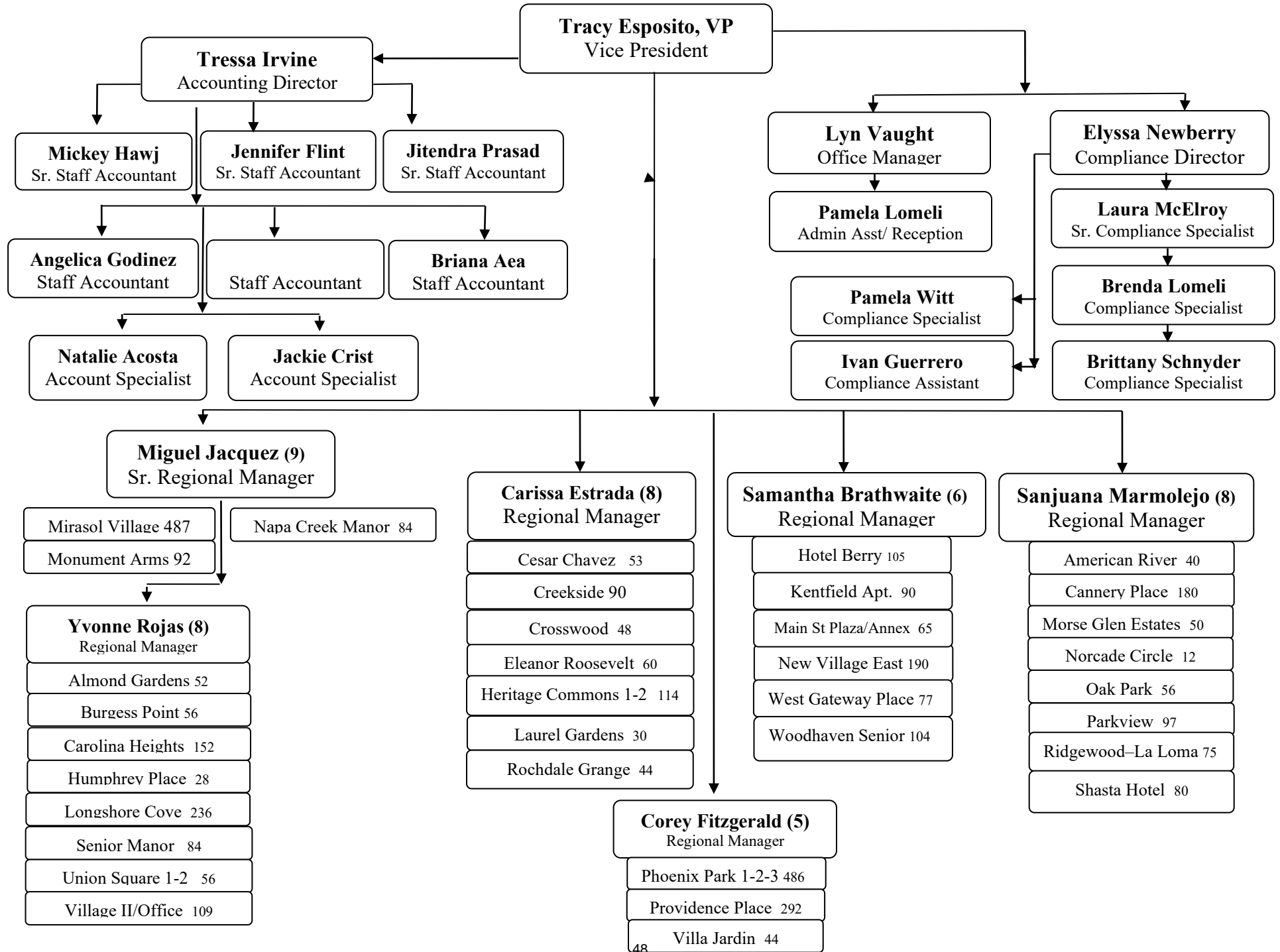
**Excellence in Affordable Housing,
Property and Asset Management**
– Enterprise Community Partners (2008)

2005 Local Hero
– Housing Rights, Inc. (2005)

Rubicon "Above and Beyond" Honoree
– Rubicon Programs, Inc. (2005)

Community Developer Award
– San Francisco Chamber of Commerce (2002)

business card
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Tracy Esposito
Regional Vice President
John Stewart Company

Tracy Esposito has worked in the real estate management business since 1999. Ms. Esposito joined John Stewart Company (JSCo) in Sacramento in 2004. Since, 2004 she spent seven years as a Regional Manager, two years as Senior Regional Manager, one year as Regional Director, three years as Assistant Vice President, and was promoted to Vice President in 2018 overseeing the operations of Sacramento Regional Office.

During her work as Regional Manager and Regional Director with The John Stewart Company, Ms. Esposito managed the South Sacramento Portfolio for JSCo, properties owned by Sacramento Housing and Redevelopment Agency (SHRA), NAHC, Reiner Communities, and Ocwen Loan Servicing, LLC. Her portfolio consisted of Single-Family Homes, HOA's, SRO's, and Muti-Family Housing projects with layered funding programs and multiple regulatory agreements, including Market Rate, HUD, CDBG, Federal/State Tax Credits, TI, MHP, Bond, and Project Based Section 8. She has built strong relationships with Sacramento Housing and Redevelopment agency, Sacramento Housing Authority, Sacramento Police Departments, Local Neighborhood Services groups, surrounding Home Owners Association Managers, and City Council Members.

In Jan 2018, Ms. Esposito was promoted to Vice President of the Sacramento Regional Office. She is responsible for over 3,800 housing units in Sacramento, Yolo, Placer, Solano, and San Joaquin counties. She also oversees the office's in-house Accounting Department, Administrative Staff, Compliance Department, and Regional Managers.

Ms. Esposito is a Certified Occupancy Specialist ("COS"), and received her California Real Estate Salesperson License in 2003. She is currently the President of a local Non-profit agency and a Board Member of the AHAM Chapter Northern California.

Miguel Jacquez

Sr. Regional Manager - Sacramento Regional Office

Mr. Jacquez has worked in the Property Management field for the past nineteen years. Mr. Jacquez initially began his JSCo employment at Phoenix Park Apartments in 2003, a property with 465 units, as the Maintenance Dispatcher and promoted to Assistant Property Manager and later acting Property Manager in 2009. He currently oversees one Regional Manager and eight properties in the Sacramento Regional office. In his capacity as a Regional Manager, Mr. Jacquez and his staff aggressively marketed and leased units maintaining an average occupancy rate of 98%-100% and maintained accounts receivables balances at less than 2% of Gross Potential profile wide.

Mr. Jacquez has overseen several lease ups and re-syndications in recent years. One of his many accomplishments is the lease up of The Studios at Hotel Berry a 25%- 45% TCAC/MHSA Single Room Occupancy Property (SRO). This property is 105 Studio units in the downtown area of Sacramento, CA. Units were set aside for previously homeless, MSHA, VASH Vouchers and Tenant based Vouchers. Mr. Jacquez then moved on to overseen a complete 92 unit rehabilitation project of TCAC and Project based HUD, a lease up of new construction of (180) 30%-60% AMI TCAC, a new construction lease up in West Sacramento, Ca that consists of (77) TCAC Multifamily units, as well as consolidation of two properties with a full re-syndication in Vallejo.

Miguel has directly supervised several hundred units of Special Needs Housing, including two SRO properties in the downtown Sacramento area. These properties house chronically homeless, special needs residents, VASH Vouchers, MHSA, PBV voucher and TB vouchers. He has extensive experience with many local service providers and referral agencies, including LifeSteps, TLCS, and Turning Point. This experience has allowed him to gain knowledge, understanding and has successfully operated properties in a manner consistent with JSCo Core Values.

Miguel also participated in The Sacramento Housing and Redevelopment Agency, the City of Sacramento advisory committee Single Room Occupancy Hotel Ordinance and is currently studying for his CA Real Estate License.

SACRAMENTO REGION FUNDING LAYERS

PROPERTY NAME	Address	# Units	Target Population	Years Managed	Regulatory Agreement Funding Layers	Terms of Agreement	PBV	Designation of Subsidy Sources
The Studios at Hotel Berry	729 L Street, Sacramento CA 95814	105	Previously Homeless/Extremely Low Income	9 years	TCAC 10 @ 20%, 1 @ 30%, 11 @ 35%, 70 @ 40%, 11 @ 45%, SHRA TI 10@30%, 93 @ 50%	TCAC 30 year	10 MHSA units, 5 tenant based vouchers - 19 VASH Vouchers	American Recovery & Reinvestment Act (ARRA); Grant, Weatherization Funds and SHRA Loan
Phoenix Park I	4400 Shining Star Drive, Sacramento CA 95823	178	Extremely Low income Families	16 years	PPI TCAC 40/60; CTCAC 62 @ 50%, 116 @ 60%, AHP, Housing Trust Fund, Tax Increments, Very LOW HOME, LOW HOME,	HOME, TI, HTF 55 year term, TCAC 30 years, AHP 57 years	Yes, 140 Project Based vouchers, 10 tenant based vouchers	TCAC, AHP, HOME, TI, HTF
Phoenix Park II	4400 Shining Star Drive, Sacramento CA 95823	182	Extremely Low income Families	16 years	PPII TCAC 40/60; CTCAC 64 @ 50%, 118 @ 60%, MHP, Very LOW HOME, LOW HOME, BOND	HOME, TI 55 year term, TCAC 30 years, MHP, BOND 55 years,	Yes, 144 Project Based vouchers, 12 tenant based vouchers	TCAC, AHP, Bond, HOME, TI, MHP
Shasta Hotel	1017 10th Street, Sacramento CA 95823	79	Previously Homeless/Extremely Low Income	25 years	TCAC (40/60) @ 50%, 60%; CHRP @ 50%, SPC @ 50%, TI @ 50%	TCAC 30 year, HCD 55 years	23 - Shelter Plus Care Vouchers, 56 Project Based vouchers	TCAC, HCD
Woodhaven	3731 Rio Linda Blvd, Sacramento CA 95838	104	Senior/Disabled/Extremely Low Income	30 years	TCAC 102 @ 60%; RDA 21 @ 50%, 31 @ 80%, 52 @ 120%; CalHFA 21 @ 50%	TCAC 30 year, HOME 55 years	8 tenant based vouchers	TCAC, HOME, SHRA Funds
Heritage Commons II	191 Heritage Lane, Dixon CA 95620	54	Senior/Disabled/Extremely Low Income	3 Years	TCAC 54 @ 30%/40%/50%; HUD 811, 10 @ 40%,50%, HOME, AHP, BOND	TCAC 30 year, HOME 55 years	10 HUD 811 units, 1 Tenant Based voucher	TCAC, HOME, Bond, HUD

SACRAMENTO REGION FUNDING LAYERS

PROPERTY NAME	Project/Programs Targeting Supportive Needs	Resident Services Provider	Occupancy Rates	Marketing Efforts	PROP. MANAGER	Current / Former REG. MANAGER	Additional Comments
The Studios at Hotel Berry	case management, MHSA case management, computer literacy classes, transportation, onsite programs that focus on job skills, health and wellness, community building, food bank distribution, job search, home visits, arts crafts, tenant/management mediation, wellness checks	TLCS (Hope Cooperative) & Housing with Heart	98% - 100%	Craigslist, flyers	Nga Hung	Samantha Brathwaite / Miguel Jacquez	10 units reserved for Mental Health/homeless = MHSA
Phoenix Park I	computer basics, employment assistance, financial literacy, debt reduction, parenting classes, food bank distribution, leadership development, teambuilding, arts/crafts, health and wellness, outreach and recruitment, summer reading, after school program, physical fitness, ESL, transportation, housekeeping, mediation	LifeSteps and Focus on Families	98% - 100%	Craigslist, flyers	Corissa Lang	Cory Fitzgerald / Tracy Eposito	80% PBV
Phoenix Park II	computer basics, employment assistance, financial literacy, debt reduction, parenting classes, food bank distribution, leadership development, teambuilding, arts/crafts, health and wellness, outreach and recruitment, summer reading, after school program, physical fitness, ESL, transportation, housekeeping, mediation	LifeSteps and Focus on Families	98% - 100%	Craigslist, flyers	Corissa Lang	Cory Fitzgerald / Tracy Eposito	80% PBV
Shasta Hotel	case management, Shelter Plus Care case management, computer literacy classes, transportation, residents attend service classes at the SRO service center that focuses on job skills, health and wellness, community building, food bank distribution, job search, home visits, arts crafts, tenant/management mediation, wellness checks, NA/AA meetings onsite	LifeSteps/LSS	98% - 100%	Craigslist, flyers	Tamala	Sanjuana Marmolejo / Miguel Jacquez / Tracy Esposito	23 Shelter Plus Care Vouchers - Referrals from LSS and HA of City of Sacramento
Woodhaven	financial literacy, healthy lifestyles, stress management, computer training, social networking, debt reduction, physical fitness, nutrition, community resources, arts/crafts, case management, emotional support, transportation, employment assistance	LifeSteps	99% - 100%	Craigslist, flyers	Anjelica Newberry	Samantha Brathwaite / Tracy Esposito	Extremely low seniors units rents at 40% AMI
Heritage Commons II	financial literacy, healthy lifestyles, stress management, computer training, social networking, debt reduction, physical fitness, nutrition, community resources, arts/crafts, case management, emotional support, transportation, employment assistance	JSCO Staffed Resident Services Coordinator	100%	Craigslist, flyers	Tonisha Wiley	Carissa Estrada	Extremely low seniors units rents at 30% AMI

BROOKS SCARPA

A COLLECTIVE OF ARCHITECTS, DESIGNERS AND
CREATIVE THINKERS DEDICATED TO ENHANCING THE
HUMAN EXPERIENCE.



BROOKS + SCARPA ARCHITECTS, INC.

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1147 NE 7th Ave
Fort Lauderdale, FL 33304
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huber@brooksscarpa.com

www.brooksscarpa.com

"As the City's Project Leader, I have worked closely with the Brooks + Scarpa team on the execution of the City of West Hollywood's vision for Plummer Park. Plummer Park is one of the city's most ambitious and exciting projects. It has involved a very large and complex group of community stakeholders. Brooks + Scarpa has been involved with more than 50 community and public meetings, countless meetings with user groups, city council members both individually and as a group and many other stakeholders for the project. Because this is such an important and public project, it required an architect that not only possessed a design vision, but also had the ability to steer the project through the public process. I have been extremely impressed by Brooks + Scarpa's performance and ability. They have demonstrated the ability to respond promptly and gladly make necessary changes that inevitably develop in the course of such a complex project. Angie Brooks, Lawrence Scarpa and the Brooks + Scarpa team have done an exceptional job. Their guidance and skill has helped make this vision a reality. They have performed professionally and in the heat of the public process remained calm, providing a soothing voice of reason to the community and project stakeholders. They have managed the project in an organized manner and shown great skill at coordinating a difficult project with many consultants and stakeholders."

- Sam Baxter
Director of Human Services
City of West Hollywood

"Brooks + Scarpa is that rare exception in the architecture profession where they combine exceptional design sensitivity with great construction execution all in the context of furthering progressive public design. I have been their client, their development colleague, and their collaborator. I am consistently impressed by their creativity, thoroughness and perseverance."

-Joan Ling, Commissioner
Los Angeles Community Redevelopment Agency

"Larry Scarpa and the Brooks + Scarpa's team presentations to the community for public open houses, staff design reviews and city council meetings were extremely effective at both conveying an understanding of the design and advancing the project goals with the many involved stakeholders and community groups. As the project leader and city council liaison I can attest to their patience, calming demeanor and adept skills during a difficult public process with the many, and often conflicting project stakeholders. In addition, they possess enormous design talent, graphic and presentations skills and their technical drawings are of the highest quality. They have played an important and effective role in the success of our Angle Lake Transit Center and very unique mixed-use parking structure."

- Jon Mihkels, AIA, Senior Architect
Design Engineering Construction Management
Sound Transit

"Brooks + Scarpa has consistently impressed me with their ability to produce a highly rigorous, energetic and thoughtful body of work. They produce extraordinary design work while running a socially and environmentally responsive practice - a combination rarely found in architecture."

-Thom Mayne, FAIA
Morphosis

"One of the finest architectural firms I've ever had the pleasure of working with in my 35 year construction career. If only all architectural firms provided the same kind of service all of our projects would come in on time and on budget."

-Gary Flora, Sr.
City of Santa Monica
Housing and Redevelopment

"Brooks + Scarpa have engaged innumerable opportunities to help educate students and government officials, as well as peer practitioners and fellow citizens. Their efforts would be commendable if only being judged on the educational benefits they have shared, but their most profound impact is in their actual built work. Each of their projects firmly connects to its place while simultaneously challenging convention and raising expectations. The firm rigorously works to solve the basic problems at hand while actively experimenting with solutions to the issues of the future."

-Calvin Lewis, FAIA
Retired Dean, School of Architecture
Iowa State University

“Angie Brooks and the Brooks + Scarpa team perfectly balanced architectural connections, helping the tenants feel part of a larger community, while not creating a sense of disconnection from the outside world. Their work on our Step Up on Fifth project in downtown Santa Monica was a true community partnership involving city officials, our key stakeholders, and the neighborhood residents. Their work was key to the success of the project.”

**- Tod Lipka, CEO
Step Up On Second**

“Brooks + Scarpa pays careful attention to an individual’s experience – they create architecture we see at eye level, touch with our hands, and experience spatially every day. It’s worth noting that when, as Larry likes to say, the firm turns the “ordinary to extraordinary,” they do this with same vigor and commitment for every project, whether it’s a high-end office renovation or affordable housing.”

**-Tom Kundig, FAIA
Olson Kundig**

“Brooks + Scarpa’s work for our corporation has garnered attention from cities, municipalities and affordable housing developers from around the country and world, including the City of Chicago, the City of Portland, a governmental Task Force from Viet Nam and a variety of universities and students from around the world. They are extraordinary designers, a national leader in all efforts to develop environmentally friendly, sustainable buildings which enrich the surrounding neighborhood, and a champion for underserved people who deserve a well-designed and beautiful place to call home.”

**- Sue Keintz, Director of Housing Development
Community Corporation of Santa Monica**

“Their work is grounded by the thoughtful ways that they respond to people and the way they turn every day conditions into totally transformative environments for people and community.”

**-Billie Tsien, FAIA
Tod Williams Billie Tsien Architects**

“The work of Brooks and Scarpa is always a surprising and reaffirming testament to the power of architecture’s ability to address social, functional, and contextual issues while at the same time lifting the spirits and piquing the imagination of individuals. They do so without sacrificing any of the integrity of their intellectual pursuits that contribute to the discourse in architecture. This is a realm only a few architects operate within, and even fewer do so with the consistent dedication of their thought and abilities to the welfare of a community.”

**-Mack Scogin, FAIA
Former Dean, School of Architecture
Harvard University**

“Without question Brooks + Scarpa is one of the elite Architecture firms in the United States.”

**-James Timberlake, FAIA
Kerian Timberlake**

“Brooks + Scarpa have been fully a decade ahead of their peers when it comes to the clever use of inexpensive, often recycled materials, envelope-pushing experiments with form and spatial arrangement, and cutting-edge deployments of energy-saving technology. Yet this has always been done with an inimitable sense of practicality and an engagement with the community that distinguishes their approach from that of the crowd.”

**-Dave Miller, FAIA
Miller Hull Partnership
Dean, School of Architecture
University of Washington**

BROOKS + SCARPA

A MULTI-DISCIPLINARY PRACTICE THAT INCLUDES ARCHITECTURE, LANDSCAPE ARCHITECTURE, PLANNING, ENVIRONMENTAL DESIGN, MATERIALS RESEARCH, GRAPHIC, FURNITURE AND INTERIOR DESIGN SERVICES

“THE WORK OF BROOKS AND SCARPA IS ALWAYS A SURPRISING AND REAFFIRMING TESTAMENT TO THE POWER OF ARCHITECTURE’S ABILITY TO ADDRESS SOCIAL, FUNCTIONAL, AND CONTEXTUAL ISSUES WHILE AT THE SAME TIME LIFTING THE SPIRITS AND PIQUING THE IMAGINATION OF INDIVIDUALS.

—MAC SCOGIN, FAIA, FORMER DEAN
HARVARD UNIVERSITY SCHOOL OF ARCHITECTURE

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Angela Brooks, FAIA
Jeff Huber, AIA

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“WE USE DESIGN AS A WAY TO CONNECT PEOPLE, PLACES AND EXPERIENCES.”

-ANGELA BROOKS, FAIA
MANAGING PRINCIPAL, BROOKS + SCARPA

Type of Organization – Brooks + Architecture is an ‘S’ Corporation and is a federally certified WBE, SBE, MBE and DWBE.

Philosophy – Brooks + Scarpa is a collective of architects, designers and creative thinkers dedicated to enhancing the human experience. Honored with the 2014 Smithsonian Cooper- Hewitt National Design Award, the firm is a multi-disciplinary practice that includes architecture, landscape architecture, planning, environmental design, materials research, graphic, furniture and interior design services

Awarded the 2010 State of California and National American Institute of Architecture Firm Award for nineteen years of consistently exemplary work seamlessly blending architecture, art and craft, Brooks + Scarpa has also garnered international acclaim for the creative use of materials in unique and unexpected ways. The firm has also been recognized for pioneering more holistic approaches to delivering award winning environmentally responsive designs.

While the Brooks + Scarpa team practices architecture with an extremely rigorous and exacting methodology, incorporating cross-discipline research and digital technologies, we remain open-minded, so that our work can adapt throughout the dynamic process of making places for people. Each project is designed to address our client’s needs, budget and specific site conditions incorporating important global issues such as sustainability and digital fabrication.

History – Founded in 1993 as Pugh + Scarpa, the firm changed its name in 2011 to reflect the current leadership under Angela Brooks, FAIA, Lawrence Scarpa, FAIA and Jeff Huber, AIA. Over the twenty five years of practice Brooks + Scarpa has competed nearly every project type ranging from single-family homes to multi-family housing, affordable housing, commercial, institutional, educational and governmental buildings.

Our Work - While many firms specialize in a single project type Brooks + Scarpa has developed design expertise regardless of building type. We are known for ‘special’ and ‘unique’ buildings of various types. We have developed design expertise, a methodology, regardless of building type. Approaching every project with fresh eyes, allows us to bring the best critical thinking to the table, often resulting in unique and appropriately suited solutions to old problems.

Process - Our practice is grounded in the belief that clients direct participation in our design process results in more meaningful and thoughtful buildings. Our process is open and fosters active client participation and the ability to make choices as the project develops. We seek, obtain and develop critical knowledge early in the concept design phase. This collaborative approach to design serves as the basis for all Brooks + Scarpa projects.

Environmental Stewardship – Embedded in our way of working is a respect for our natural environment and fragile ecosystems. By integrating state-of-the-art eco-friendly design and science, our work is at the leading edge of sustainability best practices and innovation.

Design Excellence – Brooks + Scarpa has a proven track record at delivering design excellence that inspires and engages people, incorporating creativity, originality, functionality and technology. These core values allow us to challenge convention and explore new ways of building through innovative use of materials, structures and technical systems to create spaces people love.

Recognition – Our studio has been recognized with some of the most prestigious honors in the profession. With more than one hundred significant national and international awards and thousands of publications Brooks + Scarpa is considered one the premier design firms in architecture. Awards include the Smithsonian Cooper-Hewitt

“BROOKS + SCARPA PRODUCE EXTRAORDINARY DESIGN WORK WHILE RUNNING A SOCIALLY AND ENVIRONMENTALLY RESPONSIVE PRACTICE - A COMBINATION RARELY FOUND IN ARCHITECTURE.”

-THOM MAYNE, FAIA
MORPHOSIS

National Design Award, National and State of California American Institute of Architects Firm Award, The Lifetime Achievement Award from AIA California Council and Interior Design Magazine, Architectural Record Houses, Architectural Record Interiors, The World Habitat Award and The Rudy Brunner Prize.

The firm's work has been exhibited worldwide including venues such as The Museum of Contemporary Art Los Angeles, The National Building Museum, Portland Museum of Art, the Gwanju Biennale and has also appeared on The Oprah Winfrey Show.

Functionality – It is important to us that we achieve a balance between engineering and art, efficiency and beauty, diversity of users and functionality, while conforming to the project's construction budget and schedule. We believe that the design should actively engage social, cultural, technical and ecological issues, because it is through this lens that design becomes relevant. Success is measured by the designs

responsiveness to the clients needs, building's users, and it's specific site.

We understand that the role of the design team is sometimes marked by complexity and conflicting requirements as the project evolves and responds to stakeholders' needs. We are skilled at building dynamic rapport with our clients and user groups and have a proven track record in creating inspiring and exceptionally functional buildings that fulfill these collective goals. Our process is open and responsive. We understand the importance of incorporating the input from a wide variety of stakeholders.



Construction Feasibility – When designing our projects it is of the highest priority to develop design and engineering approaches that minimizes complex and possibly expensive or time-consuming structural elements, in favor of a simplified, direct approach which results in more flexibility at the building stage, fewer problems, and ultimately lower costs. The quality of a project is not necessarily related to how much it costs, but rather how wisely the resources of time and money are spent. We firmly believe that design excellence can be achieved on any scale or budget; that economy and aesthetics are not mutually exclusive. Our strategy is to seek simplicity, which results in flexibility in use and economy in cost. We are constantly aware of our responsibility to our clients, who rely on us to honor our commitments to budget, schedule, and quality of work.



RIGHT
*Brooks + Scarpa Fort
Lauderdale office.*

OPPOSITE
*Brooks + Scarpa Los
Angeles Office*

“THEIR WORK IS GROUNDED BY THE THOUGHTFUL WAYS THAT THEY RESPOND TO PEOPLE AND THE WAY THEY TURN EVERY DAY CONDITIONS INTO TOTALLY TRANSFORMATIVE ENVIRONMENTS FOR PEOPLE AND COMMUNITY.”

-BILLIE TSIEN, FAIA
TOD WILLIAMS BILLIE TSIEN ARCHITECTS

Today's changing world is defined by every increasing global technologies and rapid urbanization. This poses great challenges for architectural pedagogy. Concerns about social justice, economic stability and preservation of our fragile environments have pushed design into something more than just making beautiful buildings. It demands that designers collaborate across creative and scientific disciplines and find innovative solutions to complex problems to systematically and strategically improve our communities, neighborhoods, cities and countries.

Brooks + Scarpa is a team committed to a fully integrated and collaborative approach. Each project is started by considering first the site (landscape), objects (art) within the site, and lastly the larger context (urbanism) within which the structure rests. This tripartite approach results in a design that conveys a sense of identity unique to its particular time and place. The firm takes the time to understand a particular place, reveal its idiosyncrasies, learn its contexts, and

speak to its people.

At Brooks + Scarpa our working method has always been highly intuitive and flexible – there are no rigid boundaries or pre-set formulas. Our interest is in producing meaningful work that is rooted in its context, both cultural and physical. We have developed a design process that focuses on the unique values of each client and the specific programmatic requirements and aesthetic opportunities of each project. We understand that the role of the architect is one often marked by conflict, contradiction, and change as projects evolve and respond to stakeholders' needs. Skilled at building dynamic rapport with our clients and user groups, we create inspiring and exceptionally functional buildings that fulfill their collective goals.

Together with the stakeholders, we begin by exploring both the functional needs and the aesthetic goals of each project with no limiting preconceptions. This ensures that the final design emerges from the specific context and essential function of the project.

Brooks + Scarpa is committed to producing work of exceptional rigor and architecture that expresses the highest aesthetic, environmental and social ideals. We approach every project with fresh eyes, producing design solutions that are unique and appropriately suited to the client and context.

We approach each project as a cultural practice. In other words, our designs react to and speak with local ecology, culture, and history. We are committed to addressing issues of re-constructing the urban landscape, particularly the public realm. This urban space is the pinnacle of democratic practice in human culture- where everyone, regardless of their origin, color, religion or interest, can be together to share their thoughts and experiences.

With the technology of today, our team has a multitude of resources we can draw upon to collaborate: we utilize GoToMeeting, web conferencing, emails, phone calls, 'cloud' file sharing programs and Revit, which allows for 3D model and drawing sharing. These tools allow us to effectively work side

by side each other, regardless of actual distance.

Research - The basis of approach to our work, can be understood as a set of analytical practices that may include the uncovering of cultural and environmental histories, as well as physical, biological and social patterns and practices. An idiosyncratic and improvisational method is utilized to respond to this research through an iterative production of physical drawing and modeling. The practice of modeling further allows the studio to reveal and explore design intent in conversation with clients and public audiences. The resulting spaces, forms and elements layer the past and possible futures in ways that simultaneously reveal and respond to the familiar while manifesting the unexpected.

Sustainability - Brooks + Scarpa is, and has been, a firm on the forefront of sustainable design for decades. We have successfully completed multiple LEED certified projects, and many more that were designed to LEED standards. Our Colorado Court project was the first



LEED Gold multi-family residential building in the United States. Our approach is to utilize passive sustainable strategies first, before introducing active sustainable systems. We believe every sustainable design application leads to the integration of healthier and higher quality natural system.

The success of a design is measured by the degree to which it responds to the community, to the building's users, and to the citizenry of the area. It will be judged by its presence and by its ability to create a dialogue between building, user, community and surroundings.



RIGHT
Our shop is more than model making. Brooks + Scarpa develops materials applications and fabrication techniques.

“BROOKS + SCARPA IS THAT RARE EXCEPTION IN THE ARCHITECTURE PROFESSION WHERE THEY COMBINE EXCEPTIONAL DESIGN SENSITIVITY WITH GREAT CONSTRUCTION EXECUTION ALL IN THE CONTEXT OF FURTHERING PROGRESSIVE PUBLIC DESIGN. I HAVE BEEN THEIR CLIENT, THEIR DEVELOPMENT COLLEAGUE, AND THEIR COLLABORATOR. I AM CONSISTENTLY IMPRESSED BY THEIR CREATIVITY, THOROUGHNESS AND PERSEVERANCE.”

-JOAN LING, COMMISSIONER
 LOS ANGELES COMMUNITY REDEVELOPMENT AGENCY



“BROOKS + SCARPA HAVE BEEN FULLY A DECADE AHEAD OF THEIR PEERS WHEN IT COMES TO THE CLEVER USE OF INEXPENSIVE, OFTEN RECYCLED MATERIALS, ENVELOPE-PUSHING EXPERIMENTS WITH FORM AND SPATIAL ARRANGEMENT, AND CUTTING-EDGE DEPLOYMENTS OF ENERGY-SAVING TECHNOLOGY”

-DAVE MILLER, FAIA
MILLER HULL PARTNERSHIP
DEAN, SCHOOL OF ARCHITECTURE



LAWRENCE SCARPA

LAWRENCE SCARPA, FAIA

FOUNDER & DESIGN PRINCIPAL



ABOVE
LEED and envision
certified Angle Lake
Transit station

Founder and Principal at Brooks + Scarpa, Lawrence Scarpa, FAIA is an award winning architect and urban designer. He has garnered international acclaim for the creative use of conventional materials in unique and unexpected ways. He is also considered a pioneer and leader in the field of sustainable design.

He is the recipient of the Smithsonian Cooper-Hewitt National Design Museum Award in Architecture and was also awarded the State of California and National American Institute of Architects Architecture Firm Award.

Over the last ten years, Mr. Scarpa's firm has received more than 50 major design awards, including nineteen National AIA Awards, Record Houses, Record Interiors, the Rudy Bruner Prize, five AIA Committee on the Environment "Top Ten Green Building" Awards and the World Habitat Award, one of ten

firms selected worldwide. He has also received the lifetime achievement awards from Interior Design Magazine and the AIA California Council.

Mr. Scarpa's work has been featured in numerous publications and has been exhibited in venues such as Museum of Contemporary Art Los Angeles, The National Building Museum, The Center for Architecture, Sarasota, Florida, The A+D Museum, Los Angeles, The Center For Architecture, New York, and the Gwanju Biennale. Mr. Scarpa has also appeared on The Oprah Winfrey Show.

He is currently on the faculty at the University of Southern California and has taught and lectured at the university level for more than two decades. Some of those institutions include UNC Charlotte, Harvard University, UCLA, SCI-arc, Washington University in St. Louis, University of

Florida, University of Michigan, University of Southern California and the University of California at Berkeley. He is a co-founder of the Affordable Housing Design Leadership Institute Livable Places, Inc.; a nonprofit development and public policy organization dedicated to building mixed-use housing and to help develop more sustainable and livable communities.

He is the recipient of the 2017 American Institute of Architects Los Angeles "Gold Medal" award. The award is the highest honor bestowed upon an individual in recognition of a significant body of work which holds lasting impression and influence. He is also the recipient of the 2017 National American Institute of Architects Collaborative Achievement Award.

LICENSED ARCHITECT
California, C21812,
Florida, AR00132227
North Carolina, 8534
Missouri, NCARB
Certified

**LEED ACCREDITED
PROFESSIONAL**
American Institute of
Architects

FELLOW
American Institute of
Architects

EDUCATION
Master of Architecture
University of Florida

Bachelor of Design
University of Florida

“THEY ARE EXTRAORDINARY DESIGNERS AND NATIONAL LEADERS IN ALL EFFORTS TO DEVELOP ENVIRONMENTALLY FRIENDLY, SUSTAINABLE BUILDINGS WHICH ENRICH THE SURROUNDING NEIGHBORHOODS.”

-SUE KEINTZ
DIRECTOR OF HOUSING
COMMUNITY CORPORATION SANTA MONICA



ANGELA BROOKS

ANGELA BROOKS, FAIA, LEED^{AP}

MANAGING PRINCIPAL



RIGHT

Our shop is more than model making. Brooks + Scarpa develops materials applications and fabrication techniques.

As the Managing Principal at Brooks + Scarpa, Angela Brooks, FAIA supervises all of the office operations. She acts as the office central hub directing project flow and tempo.

Through an exacting operations approach she describes with the phrase “Accuracy, Neatness and Concentration,” Angela ensures that each project remains on time and on budget by enforcing project deadlines, coordinating communications between all parties, and rigorously tracking finances. Her hands-on involvement runs from schematic design through completion of construction and post-occupancy.

Angela is a recognized leader in the field of environmental and sustainable design and construction. She has pioneered more holistic ways of delivering affordable housing,

sustainable architecture and advances in social equity. She has been practicing architecture since 1991 and is responsible for firm development in the area of housing and policy, leading the firm’s sustainable initiatives and overall management.

She has been a featured speaker and advisor for Bruner Loeb Forum and the Mayors’ Institute on City Design. She has presented seminars, case studies and been a panelist at multiple National AIA and USGBC Conferences. In 1992 she won a Progressive Architecture Award for her innovative work about re-envisioning the suburbs titled, “In The Public Realm- Post Suburbia”. Her own house, Solar Umbrella House was one of the AIA Top Ten Green Projects of 2006 and subsequently was featured in Newsweek magazine. Ms. Brooks was also a co-founder and past President of Livable Places, Inc., a non-profit smart-

growth development, research and policy organization dedicated to building sustainable mixed-use housing in the city of Los Angeles on under-utilized parcels of land.

Ms. Brooks has served as an Advisor to the National Endowment of the Arts Mayor’s Institute on City Design and the Advisory Board of Solar Santa Monica, a program whose mission was to achieve net zero energy imports for the city. Her speaking engagements includes presentations at multiple AIA National Conventions, USGBC’s International Green Building Conferences, Dwell On Design, the Westside Urban Forum, the National Conference ‘Million Solar Roofs,’ Rebuild America and she has also served as a juror on several AIA Chapters Awards Programs.

LICENSED ARCHITECT
NCARB Certified
California C27554

LEED ACCREDITED PROFESSIONAL

American Institute of Architects

FELLOW

American Institute of Architects

EDUCATION

Master of Architecture
Graduation with
Distinction, Southern
California Institute of
Architecture

Bachelor of Architecture,
University of Florida



JEFF HUBER, AIA

“ONE OF THE FINEST ARCHITECTURAL FIRMS I’VE EVER HAD THE PLEASURE OF WORKING WITH IN MY 35 YEAR CONSTRUCTION CAREER. IF ONLY ALL ARCHITECTURAL FIRMS PROVIDED THE SAME KIND OF SERVICE ALL OF OUR PROJECTS WOULD COME IN ON TIME AND ON BUDGET.”

-GARY FLORA, SR.
CITY OF SANTA MONICA
HOUSING AND REDEVELOPMENT

JEFF HUBER, FAIA, ASLA, LEED^{AP}

DIRECTOR OF PLANNING AND URBAN DESIGN



ABOVE
Gateway sculpture for the City of Pembroke Pines

Jeff Huber, FAIA, is a Principal and Director of Planning and Urban Design at Brooks + Scarpa. Jeff also manages the South Florida office.

His work focuses on interdisciplinary public projects that combine ecological, landscape, urban, and architectural design.

Huber has advanced sustainability educational and professional initiatives in agricultural urbanism, green school design, missing-middle housing typologies, Transit-Oriented Development and Low Impact Development.

Huber’s research, teaching, and design work have garnered numerous national awards, including multiple Progressive Architecture Awards, National Institute Honor Awards in Urban Design from the The American Institute of Architects

(AIA), The American Society of Landscape Architects (ASLA), American Architecture Awards and the American Collegiate Schools of Architecture (ACSA).

His professional work has been published in hundreds of books and periodicals including Architect Magazine, Residential Architect, and Architectural Record. Huber has taught at the University of Florida, Mississippi State University, University of Southern California and University of Arkansas.

Huber has published numerous articles and delivered dozens of papers at conferences around the world on the topic of landscape urbanism, transportation and other issues regarding planning cities and neighborhoods.

Huber was previously the Assistant Director of the University of Arkansas Community Design Center, an internationally recognized outreach center of the Fay Jones School of Architecture. He has also previously worked in Miami for Zyscovich Architects, Inc. and Howard Davis Associates Architects, P.A. in Saint Augustine.

Huber is currently on the faculty at Florida Atlantic University, College for Design and Social Inquiry. He has received more than \$1 million in Federal, State and local grants for his planning research and interdisciplinary ecological, landscape and urban design work. Grants have included The National Endowment of the Arts, National Oceanic & Atmospheric Administration (NOAA), The Kellogg Foundation and the United States Environmental Protection Agency, to name a few.

LICENSED ARCHITECT
Florida AR95504
Arkansas.4541
NCARB Certified

LEED ACCREDITED PROFESSIONAL
American Institute of Architects

BOARD MEMBER
Sustainability Advisory Board City of Ft. Lauderdale

Built Environment Subcommittee, Broward County Climate Change Task Force

EDUCATION
Master of Architecture University of Florida

Bachelor of Design University of Florida



PAUL ZAJFEN

PAUL'S WORK RAISES EXPECTATIONS FOR ARCHITECTURE TO IMPROVE THE WAY PEOPLE WORK AND LEARN. HE IS AMONG THE MOST TALENTED OF THE MANY GREAT ARCHITECTS I'VE HAD THE PLEASURE TO WORK WITH AND WILL ALWAYS APPRECIATE HIS CONTRIBUTION TO OUR CAMPUSES.

-BOB SMITH, FAIA
VP FOR PLANNING, OPERATIONS & DESIGN, UNIVERSITY OF ARIZONA

PAUL ZAJFEN, FAIA, RIBA

PRINCIPAL

Paul Zajfen excels in institutional architecture with an award-winning portfolio of advanced medical education, laboratory and healthcare projects. Paul has practiced architecture in the U.S., U.K. and Canada during an award-winning career spanning 45 years. In the last 10 years, he has delivered programs and designs for major academic, laboratory and healthcare projects in nine states. Many stand as gateway facilities and serve as symbolic representations of their prominent parent institutions and the prestigious programs housed within. He excels in designing buildings that promote discovery, teaching and healing, while sustaining civic virtues of community, public life and human interaction.

While maintaining his private consulting firm, Paul also joins Brooks + Scarpa this year (after three decades with CO Architects) to lead the firms educational practice.

REPRESENTATIVE PROJECTS*

- Student Services Building, California Polytechnic University
- Crown Residence Hall, Claremont McKenna College, Claremont, CA
- Library expansion and Renovation, Santa Monica College, S. Monica, CA
- Le-Jao Learning Center, Coastline Community College Westminister, CA
- Master Plan and Phase 1, Whittier College, Whittier, CA
- Science Library DPP, Univ of California, Riverside, CA
- Humanities & Social Sciences Building DPP, Univ of California Riverside, CA
- Faculty Housing, Univ of California Santa Barbara, CA

Norman Hackenman Building, University of Texas at Austin, TX

Biomedical Sciences Partnership Building, University of Arizona, Phoenix, AZ

Life Sciences Building, Loyola Marymount Univ, Los Angeles, CA

Microbial Sciences Building, Univ of Wisconsin, Madison, WI

William H. Foege Building, Univ of Washington, Seattle, WA

Kendall Square Bio Medical Lab, Boston, MA

Koffolt Lab Building, Ohio State University, Columbus, OH

**Prior experience led by Paul Zajfen as principal at CO Architects over the past 25 years.*

LICENSED ARCHITECT
California (C10989)
NCARB Certification

FELLOW
American Institute of Architects,
Royal Institute of British Architects

MEMBER
Society for College & University Planning

EDUCATION
Bachelor of Architecture, Bachelor of Science
McGill University
Montreal

Urban Design Studies
Ecole de Beaux Arts Fontainebleau,
France



ABOVE
The 10-story, urban biomedical and clinical research building at the University of Arizona at Phoenix completed as the design principal at CO Architects.

University of Arizona Biomedical Sciences Partnership Building*
Phoenix, AZ

The 245,000 GSF Biomedical Sciences Partnership Building is a 10-story, urban biomedical and clinical research building for future research faculty supporting University of Arizona research initiatives. It is located on the Phoenix Biomedical Campus and is adjacent to the Health Sciences Education Building, also designed by CO Architects. BPSB provides a base for collaborative, inter-institutional clinical and translational research at the heart of Arizona's Biosciences Roadmap and new National Institutes of Health initiatives. The new building supports ongoing UoA research initiatives organized into Centers of Excellence for cancer biology, neuroscience,

traumatic brain injury, bioengineering, and public health informatics. It is LEED Silver certified.

**Project completed by CO Architects under the direction of Firm Principal Paul Zajfen, FAIA.*



Cal Poly Pomona Student Services Building*
Pomona, CA

The 138,400 GSF Student Services Building symbolizes the aspirations and mission of the university and serves as a memorable place of arrival for prospective students, returning students, alumni and visitors. It houses the office of the president, division of university advancement, and divisions of academic, student and administrative affairs. The undulating roof design is inspired by the surrounding hills and mountains, branding the building as a campus landmark. The roof also serves a primary and essential role in passive solar design. Its perforated overhangs shade the exterior glass, reduce thermal loads and glare, and maximize good quality daylight. Other

passive and mechanical sustainable strategies serve to optimize visual and thermal comfort, operational flexibility and aesthetic sensitivity. It is LEED Platinum certified.

**Project completed by CO Architects under the direction of Firm Principal Paul Zajfen, FAIA.*



University of Miami Miller Medical Education Center*
Miami, FL

Awarded to CO Architects through a national design competition, the conceptual design for the 120,000 GSF Miller Medical Education Center provides the ability to change with technological and teaching advances, is shaped by its locale's climate and culture, and is responsive to its place and the prominent institution it represents. Features include the multipurpose Forum on the lower levels, which will enable learning spaces to be arranged in varied numbers of seats and configurations, and the upper-level Skills Loft, whose column-free design accommodates multiple configurations for skills training and assessment. Middle levels are dedicated to

functions such as learning spaces, academic societies, student commons and offices. Shaded, planted outdoor verandas on every floor provide spaces for socialization or individual study. Ramps, stairs and platforms connect the verandas, encourage physical movement between floors, and provide city views. Passive solar orientation, ample shading, air movement, and water elements and plants are strategies for creating usable outdoor space.

**Project completed by CO Architects under the direction of Firm Principal Paul Zajfen, FAIA.*



University of Miami Student Housing*
Miami, FL

The project is approximately 500,000 GSF, and provides 1,100 new bedrooms to campus. Although not the winning scheme of the competition, this unbuilt project posits an alluring architectural outlook for the future of student housing.

The forward-thinking design transforms preconceived notions of dormitory life on a major university campus. By providing meaningful spaces that foster the relationship of living and learning, the scheme infuses a diverse blend of space types into a cohesive, iconic congregation of buildings. With the understanding that much learning

in college happens outside the classroom, student housing becomes a key instrument in the growth and dissemination of knowledge. In response, the design offers multiple scales of social environments, from a single student room to the university campus at large. The building block for these social scales is the "home." Each three-story home is composed of private and semi-private program elements juxtaposed to create close-knit communities within the residential college at large.

**Project completed by CO Architects under the direction of Firm Principal Paul Zajfen, FAIA.*



Loyola Marymount University Life Sciences Building*
Los Angeles, CA

As the first new building designed under the LMU Campus Master Plan, the 110,000 GSF Life Sciences Building establishes new campus aesthetic standards in a modern, interdisciplinary facility for biology, chemistry and natural science. The science center contains teaching laboratories, lab support space, faculty offices, classrooms, shared public spaces, a 280-seat auditorium serving the entire campus, and a 272-vehicle subterranean parking structure. The project

objectives of achieving interdisciplinary collaboration, sustainability, and connectivity have informed the design process, resulting in a prominent campus building that will itself serve as a teaching tool. It is LEED Gold certified and incorporates Labs 21 environmental performance criteria into the design.

*Project completed by CO Architects under the direction of Firm Principal Paul Zajfen, FAIA.

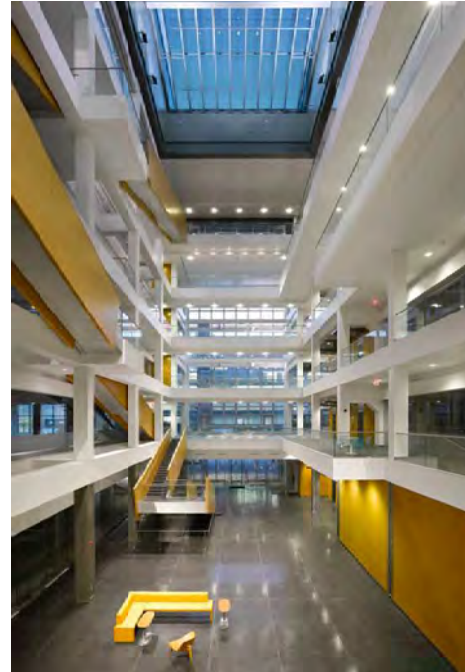


Westminster ROSE Center Community Theatre*
Westminster, CA

The state of the art theater 420 seat theatre provides a universal venue for every type of entertainment. By use of the curtains, the stage can be altered for solo performances, town hall meetings, large scale musical comedy productions, choral, orchestra, ballet and on stage weddings. The versatile design features excellent acoustics and sightlines. Boxes on both sides of the stage on both upper and lower levels are utilized for musicians or for VIP seating. The backstage areas are fully equipped with lockers, showers, makeup and dressing

areas. Theatrical entertainment equipment includes modern lighting, audio, and video systems. The theater is a Proscenium style stage with traveling curtains and no vertical fly system. It is the home of the Vietnamese American Philharmonic Orchestra and TNT Productions.

*Project completed by CO Architects under the direction of Firm Principal Paul Zajfen, FAIA.



University of Kansas Medical Center Health Education Building*
Manhattan, KS

The 170,000 GSF KUMC Health Education Building is an inter-professional academic facility serving the schools of medicine, nursing, and health professions. The program is a blend of traditional and emerging learning spaces that support active, team-based learning, from learning studios to clinical skills and simulation laboratories. The design creates an iconic presence with a four-story glass "lantern" box that places the project program on public display. Existing clinical, research and education buildings surround the site. HEB acts as a connector, linking the

neighboring buildings with a 250-foot enclosed bridge that passes directly through the new facility. The bridge features 6,000 square feet of student life space spanning 39th Street at the intersection of campus life. CO Architects: Design Architect; Helix Architecture + Design: Executive Architect..

**Project completed by CO Architects under the direction of Firm Principal Paul Zajfen, FAIA.*



Claremont McKenna College Residence Hall*
Claremont, CA

The 30,000 GSF Crown Hall, Claremont McKenna College's new residence hall, incorporates spaces for living and social interaction, provides a technology-enabled environment, and embraces sustainable design as the College's first LEED-certified building. Sustainability drove many design decisions: its solid bearing wall construction; a thermally insulated, glazed building envelope; site orientation to maximize light; use of sun shading and day-lighting strategies; water-efficient plumbing fixtures; and drought-tolerant landscaping. Living spaces, organized

around a shared living room and balcony, open to a series of courtyards. The design draws from traditional campus influences in materials, massing and landscaping, but incorporates a more modern, animated façade. It is LEED Silver certified.

**Project completed by CO Architects under the direction of Firm Principal Paul Zajfen, FAIA.*



California Institute of Technology (Caltech) Quantum Laboratory
Pasadena CA.

A \$25 mil 30,000 square foot research and development facility for scientists and engineers seeking to develop future quantum computing technologies. The experimental and theoretical quantum science and technology lab will be an incubator in the emerging field of quantum engineering, including quantum computing. The high tech lab building is a joint venture collaboration with Amazon Web Services.

Led by Oskar Painter (MS '95, PhD '01), the John G Braun Professor of Applied Physics and Physics, and Fernando Brandão, Bren Professor of Theoretical Physics, the center aims to develop

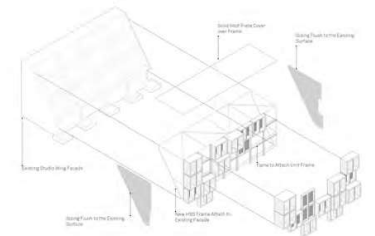
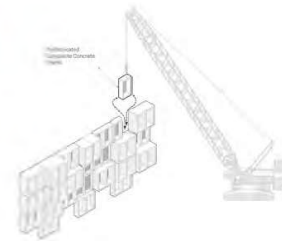
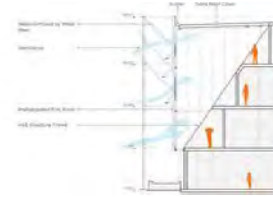
more powerful quantum computing hardware and software, and to identify new applications for quantum technologies. Such technologies have the potential to drive transformative advances in areas such as data security, machine learning, medicine development, and sustainability.

The project is currently in construction and is being completed under a design/build contractor with the architect, full design team, consultants and general contractor.



University of Florida College of Design Construction and Planning
Gainesville, FL

The original 1977 design included a canopy over the atrium which was omitted during construction and the building has had water problems since completion in 1981. This \$9.5 mil renovation includes a holistic solution for water hazards throughout the building. In addition to solving the water problems the design solution includes a new atrium canopy, and vertical enclosures that protect the building from weather and other natural elements. It also included investigative testing and analysis and a report outlining long term solutions.



Animo South Los Angeles High School

Los Angeles, CA.

Designed on an extremely limited budget and aggressive schedule, simple cost effective gestures were deployed in the use of cladding, fenestration, color and transparency to create a memorable sense of richness, providing a bright moment in an extremely tough inner city community.

This building and addition to the 1950's campus creates a flexible teaching environment that supports significant parental involvement and

puts student life at the center of the school and unites the campus community. The design allows the building to breathe fresh air and daylight while respecting the existing structures. Open air light-filled halls and classrooms, as well as the building transparency, express the school's values and provide a healthy, learning environment.



Los Angeles Flower Mart
Downtown Los Angeles, CA

Located in the heart of the Los Angeles Flower District, The Original Los Angeles Flower Market is an expansive indoor floral marketplace that's open to both the trade and the general public. This project transforms the existing Flower Market into a state of the art facility. It also includes demolition and expansion to four times it's current size and will total nearly a half million square feet. This will include new restaurants, retail shops, offices and almost 300 units of new housing in a 22 story high-rise structure.

The retail experience will include new outdoor dining and shopping interspersed amidst walkable plazas, tree-lined pathways, strolling gardens, and green canopies to enhance the customer experience. Open space will provide a perfect setting to unwind and relax, socialize with family and friends, casually explore, and chance upon unexpected pop-up special events and art exhibits, listen to music, drink coffee, or sample wine under the downtown Southern California sky.



Miramar Gardens Mixed-use Housing
Los Angeles, CA

Located in Koreatown, one of the most congested areas of Los Angeles, the New Miramar Apartment building is a \$41 mil, 132 unit market-rate and affordable family housing project that also includes a \$19.5 mil rehab of an existing 157 unit senior apartment building existing on the site. The Rose Companies acquired the property in a large scale purchase of housing portfolio from Forrest City/Rattner. The new project was conceived after the architects demonstrated how a lot split could net an additional 130 new units on the existing site.

The program also includes new gardens and the reconfiguration of the entire site. This project is one of two similar projects purchased by the New York based Rose Companies now being renovated by Brooks + Scarpa.



Robertson Station Mixed-use
Culver City, California

Located directly adjacent to the new Culver City Expo Robertson Station, this 219,000 square foot \$125 mil mixed-use development provides 144 residential units, 75,000 square feet of creative commercial space and 40,000 square feet of retail space on the street level connecting directly to the station. The building shown is a remodel and addition to an existing 1980s three story office building. Two floors are added on top of the existing building and then re-skinned with new facade.



ABOVE LEFT
Existing three story office building before remodel. Other images - after addition of two floors on top of existing building and new facade.

Albany Street Mixed-Use Housing
Los Angeles, California

Located in the heart of downtown Los Angeles along the 110 freeway and across from the LA Convention Center this new pair of 20 story concrete highrise structures will contain 580 total housing units ranging from studios, 2 bedroom and luxury units. It will also have 38,000 square feet of commercial space on the ground level and parking for 1,000 cars.



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SunCal Mixed-Use Housing

Los Angeles, California

Located in the heart of the emerging Arts District in downtown Los Angeles, this project is part of a masterplan for the redevelopment of an 11-acre manufacturing site. In addition to the masterplan this 246,000 square foot project includes the schematic design of a 10-story mixed-use concrete structure consisting of 192 housing units, 288 parking spaces and 35,000 square feet of commercial/retail space on the ground level.



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2021 BROOKS + SCARPA ARCHITECTS, INC.

Fuller Lofts
Lincoln Heights, CA

A prime example of smart urban development, the Fuller Lofts project is a 127,500 sq. ft. adaptive reuse and nearly 30,500 sq. ft. vertical expansion of a 1920s concrete industrial building in a depressed neighborhood of east Los Angeles. Located convenient to a station on a recently constructed light-rail line, the Fuller Lofts was the first transit-oriented development begun in the area and has spurred the revitalization of Lincoln Heights. Consisting of 102 units of affordable, workforce, and market-rate lofts along with 15,500 sq. ft. of commercial space, the program adds two stories of penthouse lofts above the original four-story structure.

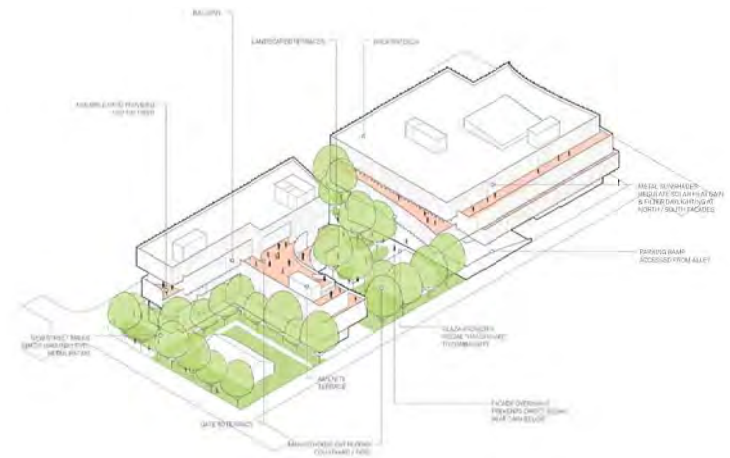
The design solution for Fuller Lofts creates a juxtaposition between new and old. The original neoclassical façade is preserved—along with the elegant, formal lobby—and crowned by a steel-clad façade wrapping the addition on the upper floors. Inside, an atrium courtyard was cut into the structure, bringing light and air into the center of the building and thereby reducing the mechanical systems needed. The courtyard was designed with an exterior stair and walkway system to build community through informal interaction. Two roof-top gardens—one open to all occupants—further enhance residents' quality of life along with operable windows in every unit, many of which also have private balconies.



ABOVE
A new two story addition of market rate housing on top of the existing 1920s historic warehouse structure.

The Mango House
Ft. Lauderdale, FL

The Mango House in a new mixed-use development in downtown. The 175,000 square foot development includes creative office space, shared work space, retail on the ground level, a community kitchen, and 40 apartments. It also includes preservation of the historic Mango House and several existing trees transformed into a new public garden and event space.

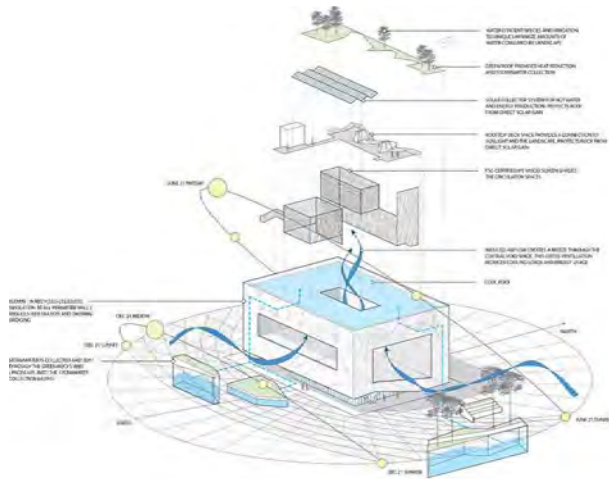


The SIX Permanent Supportive Affordable Housing Los Angeles, CA.

The SIX is a 57-unit affordable housing project provides a home, support services and rehabilitation for disabled veterans. It is located in the MacArthur Park area of Los Angeles. MacArthur Park has one of the highest densities in the USA with over 38,000 people per square mile and a total population of 120,000 people in 2.72 square miles.

Offering shelter and comfort, the SIX breaks the prescriptive mold of the traditional shelter by creating public and private “zones” in which private space is deemphasized, in favor of large public areas. The organization of the space is

intended to transform the way people live-away from a reclusive, isolating layout towards a community-oriented, interactive space. The ground level contains offices, support spaces for the veterans, bike storage and parking while the second level has a large public courtyard. Surrounded by four levels of housing units with balconies wrapped with a wood screen made from recycle planking the courtyard has large openings with green roofs that visually connects the space to the street on the lower level beyond. This allows the tenants to enjoy a secured open space while still connecting to the larger community.



Step Up on 5th Mixed-use Housing
Santa Monica, CA.

The new building provides a home, support services and rehabilitation for the homeless and mentally disabled population. The new structure provides 46 studio apartments of permanent affordable housing. The project also includes ground level commercial/retail space and subterranean parking.

Custom water jet anodized aluminum panels on the main façade creates a dramatic screen that sparkles in the sun and glows at night, while also acting as sun protection and privacy screens. The material reappears as a

strategic arrangement of screens on east and south-facing walls, lending a subtle rhythm to the exterior circulation walkways and stairs. South-facing walls filter direct sunlight with asymmetrical horizontal openings that lend unexpected visual depth while creating a sense of security for the emotionally sensitive occupants. Enhancing the structure's geometric texture, the irregular array of openings variably extrudes from the building's surface. Project density is 246 units/acre, higher than the average density of New York City.



430 Pico Place Housing
Santa Monica, CA.

A 32-unit LEED Platinum affordable apartment building of 2 and 3-bedroom family units with a common laundry room and community room (min of 1,000 sf of common space not including laundry). All units have a dishwasher adjacent to the kitchen sink. The site will have bike racks for the tenants, a common mailbox area and a trash chute on all floors so that refuse and recycled materials will be collected in the subterranean garage, away from the common space of the main courtyard. The project will meet the city of Santa Monica's requirements for urban storm water runoff and green building

materials and efficiency. The project provides a connection between the tall Sheraton Delfina hotel to the east and the 2-story stucco building to the west by placing the building volume on each side of the property and 'opening' up the project's center to create an enclosed, residential interior courtyard. Strips of fabric above the courtyard help to filter sunlight while also providing a variation in material and a sense of place.



Camarillo Mixed-use Apartments
North Hollywood, CA.

Camarillo is a 60-unit rental apartment building including 90 parking spaces one level below and at grade. It also include 4000 square feet of commercial space.

The ground level contains offices, bike storage and parking while the second level has a large public courtyard. The space features a long span of the building at the 5th floor along the south facade. As such, dappled light fills the courtyard while affording a sense of privacy while maintaining maximum openness. Sur-

rounded by four levels of housing units with balconies the courtyard has large openings with green terraces that visually connects the space to the street on the lower level beyond. This allows the tenants to enjoy a secured open space while still connecting to the larger community.

This project is in construction and scheduled to be complete in late 2020.



Cherokee Mixed-Use Studios
Hollywood, CA

Cherokee Mixed-Use Lofts is an urban infill, mixed-use, market-rate housing project. The building is inspired by the series of paintings by the British artist Patrick Hughes titled, "Prospectivity", whose paintings appear to be ever changing and physically moving while being viewed.

The main architectural feature of this project is the building's owner-controlled operable double façade system. By allowing the occupant to adjust, at will, the operable screens of the building façade, the facade is virtually redesigned "live" from within the space, reflecting

the occupants of the building within, in real time. The screens also enhance the existing streetscape and promote a lively pedestrian environment. By visually breaking up the façade into smaller articulated moving elements, the building appears to move with the passing cars and people. In effect, it becomes a live canvas to be painted upon daily or more often. Like many features of the building, the façade is multivalent and rich with meaning performing several roles for formal, functional and experiential effect.

The building is certified LEED Platinum.



Orange Grove Lofts
West Hollywood, CA

Orange Grove is a five-unit for sale market rate loft project, featuring ceiling heights up to 30 feet. The building is sensitively designed and compatible with the neighborhood, but differs in material palette and scale from its neighbors. Referencing architectural conventions of modernism rather than the pitched roof forms of traditional domesticity, the project presents a characteristic that is consistent with the eclectic and often unconventional demographic of West Hollywood. Distinct from neighboring structures, the building creates a strong relationship to the street by virtue of its large amount of highly usable balcony area in the front façade.

While there are dramatic and larger scale elements that define the building, it is also broken down into comprehensible human scale parts, and is itself broken down into two different buildings. Orange Grove displays a similar kind of iconoclasm as the Schindler House, an icon of California modernism, located a short distance away. Like the Schindler House, the conventional architectural elements of windows and porches are re-conceived as an abstract sculptural ensemble, in this case referencing a paradigm based on the space, light, and industrial materials of the loft.



Rosa Gardens
Palm Springs, CA.

Rosa Gardens is a 57-unit affordable apartment building consisting of 2 and 3-bedroom family units with a common laundry room, community room and other family amenities on 4.75 acres of previously developed land. The project is certified LEED for Homes "GOLD" rating.

While California has the most stringent energy efficient requirements in the USA, Rosa Gardens incorporates numerous sustainable features that exceed state mandated Title 24 energy measures by more than 30%.

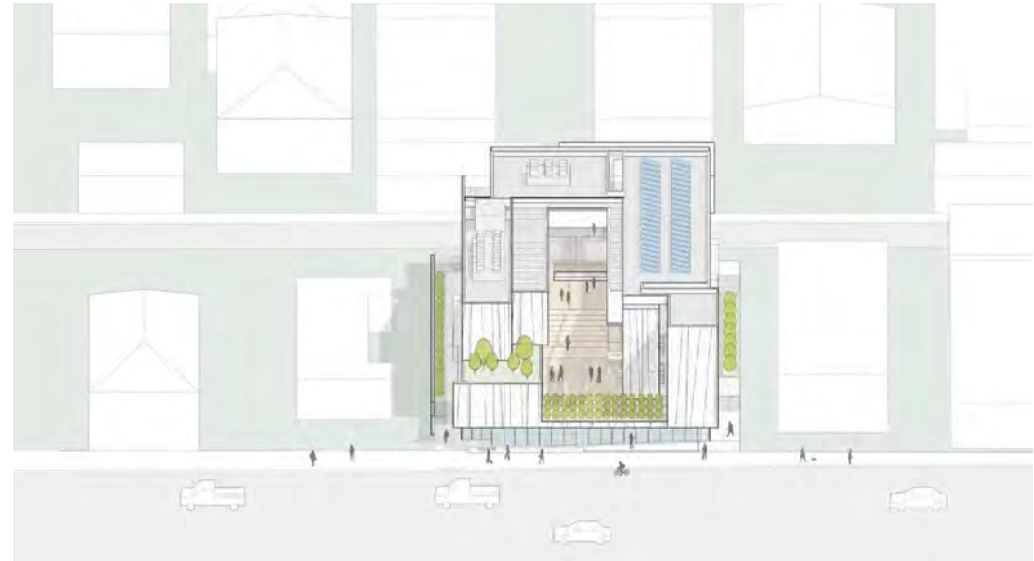


The Rose Mixed-use Apartments
Venice, CA,

The new four story 35 unit Rose Apartments is situated directly across the street from a parking lot for Whole Foods, a gas station and a Laundromat, and adjacent to commercial space and restaurants, it is designed as a typical courtyard building type. This is a typology that has existed in Los Angeles for a hundred years. It promotes pedestrian-oriented neighborhoods as an alternative to sprawl, creating usable space in the center of the project, instead of unused, leftover space outside of the volume. The mass of the building

is substantially broken down between front and back, and is articulated to allow light and air to pass through the courtyard.

This project is in construction and is scheduled to be complete in 2021.



Magnolia Lofts
Valley Village, CA.

Magnolia is a 28 unit urban infill, mixed-use, market-rate rental housing project. 2800 square feet of retail on the ground level and a mixture of studio and one-bedroom lofts.

Scheduled to be complete late 2021



18th Street Arts Center
Santa Monica, CA

18th Street Arts Center is an artists' residency program that provokes public dialogue through contemporary art-making. Founded in 1988, 18th Street Arts Center has fostered and supported the work of many of Los Angeles' most engaging and diverse artists, and has built bridges to artist communities around the globe. Growth, building maintenance and programmatic changes have necessitated considerations for the future.

The new master plan is a phased approach to

replacing the current gallery and administrative offices with a new state of the art building. Another single story artist studio live/work space, a gallery and rooftop event space. Other improvements include a new 1,000 square foot café and rehabilitation of other buildings in the complex. This new work together with the existing structures will be organized to create a series of major exterior public event spaces where artists and the general public can co-mingle.



1819 Pico Blvd
Santa Monica, CA

A new 48-unit mixed use affordable multi-family apartment building on a busy urban street in Santa Monica.



The Heron Senior Apartments
Miami Beach, FL

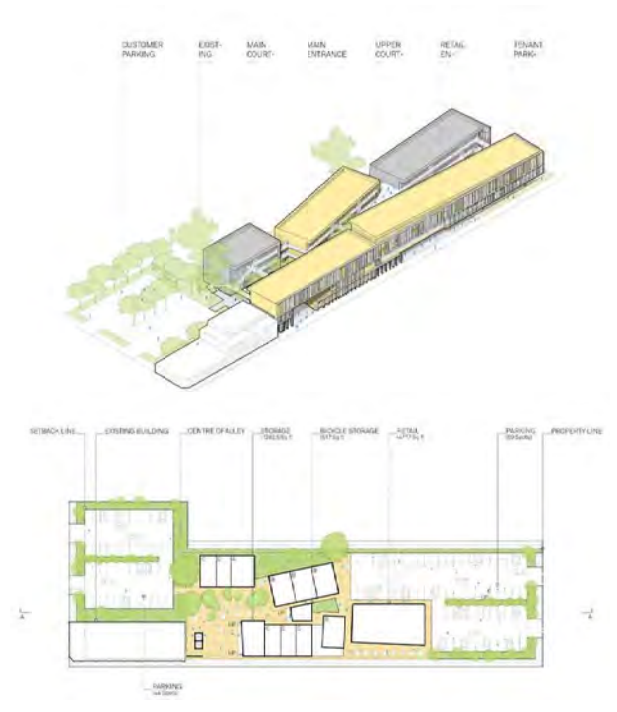
The new four story 20 unit senior housing project is located in the historic Normandy Isle neighborhood of Miami Beach. The project inspiration comes from the numerous historic Deco and mid-century modern MIMO structures in the area. Brise soleil walls of locally produced concrete block provides shade, dappled light and protection from the harsh South Florida sun.

This project is scheduled to be in construction in late 2021.



McCullum Hall Mixed-use
Ft. Myers, FL

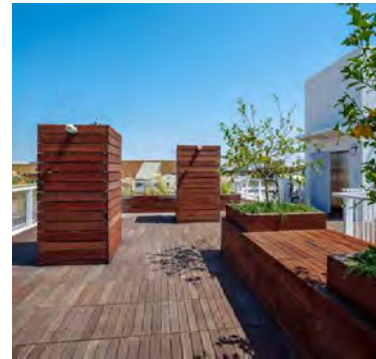
McCullum Hall is a renovation of a 1920's historic two story brick structure that includes retail and a community hall on the second floor. It also includes a new 65 unit mixed-use housing structure with an additional 5000 square feet of retail, and other community amenities.



Gateway Affordable Housing

Venice, CA

Gateway Apartments is a 21 unit 100% affordable housing project located just east of Lincoln Blvd in Venice, CA.



Carver Square Prototype Affordable Housing
Delray Beach, FL

Carver Square is an old pond that became the site of an illegal dump. Ten years after the last home at the Carver Square subdivision was demolished, the two-block area, which housed a cluster of about 20 homes built in the 1950s atop a landfill in the heart of the Southwest Neighborhood is about to be rebuilt.

Carver Square housing is 4 prototype affordable single family homes. The homes range from 2-4 bedrooms and 1050 to 1350 square feet in size. There will be 20 homes built of the 4.2 acre lot.



Affordable Infill Housing
Deerfield Beach, FL

Designed by Brooks + Scarpa with Birse/Thomas as the homes are designed to exceed the 2015 Enterprise Green Communities rating system and includes water efficiency and conservation, energy efficiency, non-toxic and locally-sourced materials, native landscaping, and passive-design strategies. Each prototype was designed and presented within an integrative design process with community stakeholders to ensure designs address the needs of neighborhood residents and meet strict thresholds of affordability as to target neighborhood median income level.

The new affordable and sustainable single-family infill homes were developed by South Florida Community Land Trust, a local non-profit affordable housing provider operating in Deerfield Beach. Five prototypes were developed for six scattered sites across a historically Bahamian-American neighborhood.

CLIENT/OWNER
South Florida Community Land Trust

TOTAL SQUARE FOOTAGE
6 houses ranging from 1600- 1800 SF, 10,800 sf total (\$125/sf)

TOTAL COST
\$1.4 million

FUNDING SOURCES
TD Bank, Enterprise Foundation, South Florida Community Land Trust, City of Deerfield Beach

INCOME LEVELS SERVED
Affordable Housing 40 - 80% median income

TYPE OF DEVELOPMENT
Type V over concrete podium - 5 story

COMPLETED
2020



Colorado Court Apartments
Santa Monica, CA

Colorado Court is not only the first building of its type in the country to be 100% energy neutral, but also the first to achieve a LEED "Gold" rating. Colorado Court has set the standard for future affordable housing projects, proving that energy efficiency is an attainable goal in concert with design excellence, economy of means, and livability. Colorado Court distinguishes itself from most conventionally developed projects in that it incorporates energy efficient measures that exceed standard practice, optimize building performance, and ensure reduced energy use

during all phases of construction and occupancy. The planning and design of the 44 unit affordable housing project for low-income residents emerged from close consideration and employment of passive solar design strategies. Colorado Court also features a natural gas powered turbine/heat recovery system that generates the base electrical load and hot water demands for the building and a solar electric panel system integrated into the façade and roof of the building, which supplies most of the peak load electricity demand.



Watersound Senior Housing

Watercolor, Florida

This beautiful panhandle site is 110,000 acres of land, of which 33,000 acres are available for development. Of the approximately 180,000 planned residential units, approximately 50% will be single family homes (±90,000). In order to meet that density on the available land, we have devised site strategies that allow for higher density and the creation of walkable neighborhoods.

Our strategy includes a block that is 240'x172' or 38,400 SF (.88 acre), which includes parcel

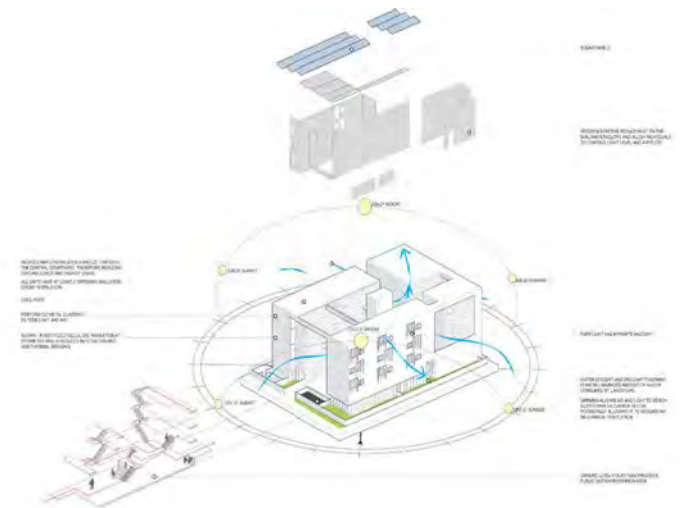
sizes of 40'x80' and 80'x80', with dwelling units and pocket parks designed to yield 6 to 12 du per block. This allows a more compact livable development, minimizes sprawl, creates efficient infrastructure, and has a density of 7 to 14 units per acre.



Miramar Affordable Housing
Santa Monica, CA

Named for Senator Jones, co-founder of Santa Monica, and his wife, who planted the historic fig tree, the design of this 30-unit family affordable housing project provides a spatial link to the substantial open space of the new Miramar site and treats the interior courtyard like a jewel box. Viewed from the Miramar site, the building's massing opens up to reveal a multi-layered courtyard, rich in materiality and connectivity.

Mirroring the spatial qualities of the Miramar site plan, the courtyard relates to its context by continuing the Miramar open space through the project and breaking down the massing of the building on Second Street, allowing the face of the building to continue the street edge created by The Huntley Hotel. This massing allows views, light, landscaping and air to pass through the site, creating a more sustainable project while recognizing its neighbors across the alley.



Chadwick School Faculty Housing
Palos Verde, CA

This private K-12 private school is located on 45 acres of hills, canyons, expansive landscape and spectacular views. The project includes master planning of 45-units of faculty housing around the campus and the completion of the first 8-unit quad.



Murphy Brooks Lofts

Venice, CA

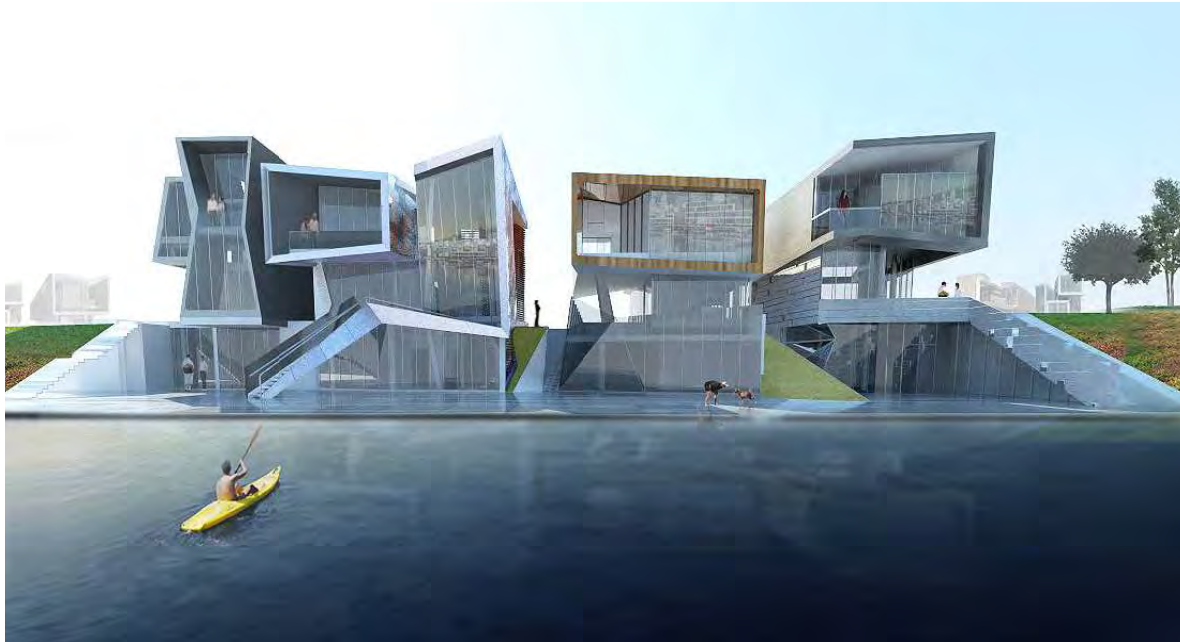
Located less than one block from the beach in Venice this 4-unit market rate loft project was developed using the Los Angeles small lot ordinance allowing multi-family zoned lots to be subdivided into condo tracts without special entitlements.



Luxe Lakes
Chengdu, China

Located due south of Chengdu's historic center, the new town occupies land characterized by flat flooded fields interwoven amongst low, evenly spaced hills crowned with woods and terraced orchards. Luxe Lakes will act as the terminus to a major north/south axis originating at the city's center. The site itself is over 1,200 hectares (3,000 acres), a collection of hills, wetlands, lakes and canals with over 28 miles of shoreline. Considering the natural beauty of the site and the unique opportunity the landscape affords, we envision an area responsibly dedicated to healthy living, art and culture.

Consistent with Chengdu's reputation as a region focused on water with a relaxed lifestyle, the new city—a garden city—will be intimately intertwined with a new lake created within the lowlands. The native land is honored through preservation of significant green belts and the extensive landscaping. Work, play and live districts all share extensive lake frontage and will be interconnected through gracefully contoured roadways, elegant bridges, extensive pedestrian and bicycle trails, shuttle buses and water taxis.



WELDON Hotel

Downtown (Skidrow) Los Angeles, CA

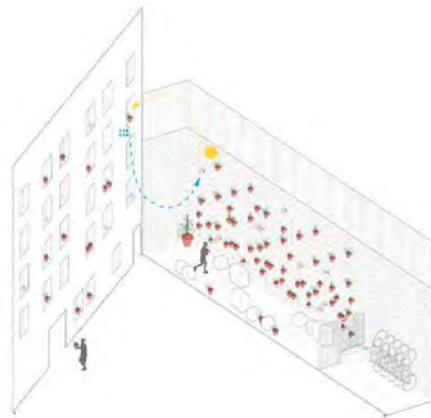
113 SRO units (tenant-in-place construction), energy and accessibility upgrades in two multi-story buildings with common kitchen and dining, common bathrooms, community room, courtyards and support services. Elevator, solar PV and solar hot water systems added.

As part of a modernization project of a 110 unit affordable housing project on Skid Row in downtown Los Angeles, the existing historic brick building was built in the 1930's and required ADA upgrades, replacement of window, appliance, electrical and mechanical equipment and an array of repairs to keep the structure from falling into disrepair. No significant design changes/alterations were to be made to the units or building design. However, during the evaluation process the architects discovered three service courtyards and alleys in the building that were either poorly utilized, abandoned or cluttered with bicycles and other tenant debris. Otherwise, the building had no other exterior space.



ABOVE LEFT

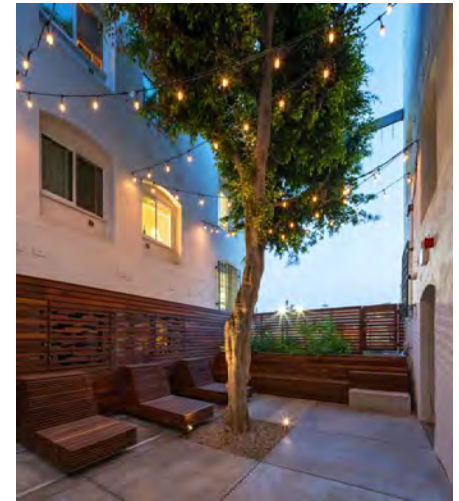
*Existing service alley.
On right - service alley converted to a tenant courtyard.
Above right - remodeled lobby.
Below right - remodeled common area connecting to courtyard.*



Rossmore Hotel
Downtown (Skidrow) Los Angeles, CA

113 SRO units (tenant-in-place construction), energy and accessibility upgrades in two multi-story buildings with common kitchen and dining, common bathrooms, community room, courtyards and support services. Elevator, solar PV and solar hot water systems added. 41,725 gross sf.

BELOW MIDDLE
Existing service alley and fire egress. Other images - conversion of the service alley and fire egress into a tenant courtyard. Benches slide on track for multi-purpose use of space.



Broadway Affordable Housing
Santa Monica, CA

Broadway Court distinguishes itself from most conventionally developed projects in that it incorporates energy efficient measures that exceed standard practice, optimize building performance, and ensure reduced energy use during all phases of construction and occupancy. The planning and design of Broadway Court emerged from close consideration and employment of passive solar design strategies. These strategies include: locating and orienting the building to control solar cooling loads; shaping and orienting the building for exposure to prevailing winds; shaping the building to induce buoyancy for natural ventilation; designing windows to maximize day lighting; shading south

facing windows and minimizing west-facing glazing; designing windows to maximize natural ventilation; shaping and planning the interior to enhance daylight and natural air flow distribution.

The building is loaded with energy-saving and environmentally benign or "sustainable" devices. Materials conservation and recycling were employed during construction by requiring all waste to be hauled to a transfer station for recycling. The overall project achieved more than a 75% recycling rate. Each apartment will be equipped with water-saving dual flush toilets and many other energy conserving devices.



El Centro Mixed-use Affordable Housing
Los Angeles, CA

This 82-unit mixed-use project includes commercial space on the ground level as well as a recreational facility including indoor basketball and volleyball courts, meeting rooms and other community facilities.



Northpoint Mixed-Use Development
Cambridge, MA

NorthPoint, with a total of 19 blocks when completed over several phases, will be a total of more than 5 million square feet of condos, apartments, office and laboratory space, and stores. With 2,500 residential units, it alone would rank as about the 250th largest city or town in Massachusetts.

NorthPoint demonstrates an invention for urban housing that includes four differing typologies that are stacked intricately on top of each other to create a new hybrid: urban loft/work-live spaces at street and plinth level, row house duplex types with stoops and gardens at street and plinth level, NYC style walk-ups on the second floor, and double and single-loaded

corridor apartments at upper levels. The design also efficiently solves the basic alignment of stacked plumbing chases, coordination of the structural bays with a variety of differing stacked unit plans, and the synchronization of the structural grid with the semi-subterranean garage.

The program includes labs and offices to shops and housing for one of the early stages of its \$1.3 billion 45-acre NorthPoint project near the Lechmere MBTA station and the Museum of Science in Cambridge. Phase I includes two city blocks consisting of 362,000 square feet of mixed-use housing, live work and retail space.



Engine Company No. 23 Historic Renovation
Los Angeles, CA

Listed on the National Register of Historic Places this project for the City of Los Angeles Bureau of Engineering is a conversion of the historic Engine Company 23 Fire Station in downtown Los Angeles into a Youth Arts Center.

The original commercial district fire station was completed in 1910 and operated with horse drawn fire engines until 1915. At the time of construction, it was one of the most elaborate and advanced fire stations in the country.

The new building will contain a flexible gallery/exhibit space in the historic apparatus bay and classrooms for arts programming on the second and third floor. The project requires extensive structural, mechanical, electrical, and plumbing renovations. All of this had to be achieved while preserving the historical finishes of the building.

This project is currently in construction.

PROJECT LOCATION
Los Angeles, CA

CONSTRUCTION COST
Budget: \$5.75M
Actual Cost: \$6M

CLIENT/ OWNER
City of Los Angeles
Neil Drucker
(213) 847-4708
neil.drucker@lacity.org

BROOKS + SCARPA TEAM
Lawrence Scarpa, Angela Brooks, Elef Stavridi, Micaela Danko, Jennifer Doublet

COMPLETION
In construction



The Annenberg Retreat at Sunnylands
Rancho Mirage, CA

The estate has been the vacation site of a wide range of political leaders and celebrities. President Dwight D. Eisenhower and his wife, Mamie, President Richard Nixon wrote his 1974 State of the Union Address at the house and, after leaving office, was a guest at the estate when President Gerald Ford pardoned him for any wrongdoing in the Watergate scandal. Ford and his wife Betty were frequent guests as well. President Ronald Reagan and Nancy Reagan visited every New Year's for 18 years. President George H. W. Bush hosted a state dinner at the house for Japanese Prime Minister Toshiki Kaifu in 1990.

Presidents Bill Clinton and George W. Bush have stayed at the house as well. Queen Elizabeth II visited for lunch, and Prince Charles made occasional weekend visits. The property required such privacy for world leaders that it earned restricted air space status. Other notable people who have visited the property include Frank Sinatra (who was married there), Bob Hope, Fred Astaire, Gregory Peck, Ginger Rogers, Bing Crosby, Mary Martin, and Sammy Davis, Jr. The project includes an expansion of several conference facilities and administrative offices.



AFFORDABLE HOUSING PROJECT EXPERIENCE

02-09-2021

BROOKS + SCARPA ARCHITECTS

Brooks + Scarpa has been recognized for the ability to achieve creative and thoughtful, as well as technically sophisticated and economical design, for projects funded through tax credit programs, HUD and others. While Brooks + Scarpa has designed and built multiple types of housing, including mixed-use, mixed-income and for-sale, this list is exclusive to 100% affordable housing of a similar type and level of complexity. Below is a current listing of Multi-family Affordable Housing, Senior and Special Needs Project experience. Permanent Supportive Housing projects are noted as (PSH).

MULTI-FAMILY and PERMENENT SUPPORTIVE (PSH) AFFORDABLE HOUSING EXPERIENCE

Under design:

1342 Berkeley, 13 units of Permanent Supportive Housing for homeless adults and transition age youth in a 3-story building.

Location: 1342 Berkeley Street, Santa Monica Ca 90404
Owner: Community Corporation of Santa Monica
Contact: Tara Barauskas, Executive Director, (310) 399-8487,
tbarauskas@communitycorp.org

Under design:

The Heron, 20 units of Affordable Housing for homeless adults and transition age youth in a 4-story building. All apartments reserved for elderly persons with special needs at or below 60% of the Area Median Income.

Location: 1158 Marseille Drive, Miami Beach, Fl 33141
Owner: Housing Authority of the City of Miami Beach (HACMB)
Contact: Mike O'Hara, Executive Director, (305) 532-6401 x3033,
mike@hacmb.org

Under construction:

Rose Apartments, 35 units of Permanent Supportive Housing for homeless adults and transition age youth in a 4-story building. Completion scheduled for December 2021.

Location: 720 Rose Ave, Venice, Ca 90291
Owner: Venice Community Housing Corporation (VCHC)
Contact: Becky Dennison, Executive Director, (310) 399-4100 x101,
bdennison@vchcorp.org

Rossmore and Weldon Hotels, Skid Row/Los Angeles, CA (PSH) 113 SRO units (tenant-in-place construction), energy and accessibility upgrades in two multi-story buildings with common kitchen and dining, common bathrooms, community room, courtyards and support services. Elevator, solar PV and solar hot water systems added.

41,725 gross sf.

Location: 905 E 6th Street and 507 Maple Street, Los Angeles, CA 90021
Owner: Skid Row Housing Trust

Contact: *note: project was completed under Dana Trujillo, currently Excelerate Housing Group, President & CEO, (562) 346-3234, dana@ehghousing.com or Peter Enzminger, Assistant Director of Development, peter@ehghousing.com*

Funding: CA Tax Credit Allocation Program (CTCAC)

Cost: \$9,000,000.00

Completion: Jan 2018

The Six, Los Angeles, CA (PSH) 52 units (45 studios, 7 1-bedrooms with 18 units specifically set aside for veterans) in a 5-story bldg with grade level parking, community room, computer lab and support services. Project incorporates a wide array of environmental and energy efficient measures and has obtained LEED 'Platinum' certification. 39,908 gross sf.

Location: 811 S Carondelet, Los Angeles, CA 90057

Owner: Skid Row Housing Trust

Contact: *note: project was completed under Dana Trujillo, currently Excelerate Housing Group, President & CEO, (562) 346-3234, dana@ehghousing.com or Peter Enzminger, Assistant Director of Development, peter@ehghousing.com*

Funding: CA Tax Credit Allocation Program (CTCAC) and the Housing Authority of the City of Los Angeles (HACLA)

Cost: \$9,157,000.00

Completion: Jan 2016

Gateway Apartments, Del Rey, CA (PSH) 21 1-bedroom units in a 4-story building with grade level parking, community room and support services. Project incorporates a wide array of environmental and energy efficient measures and has obtained LEED 'Platinum' certification. Open space, edible garden and solar PV array are located on the roof. 21,873 gross sf.

Location: 13368 and 13366 W Beach Ave, Del Rey, CA 90292

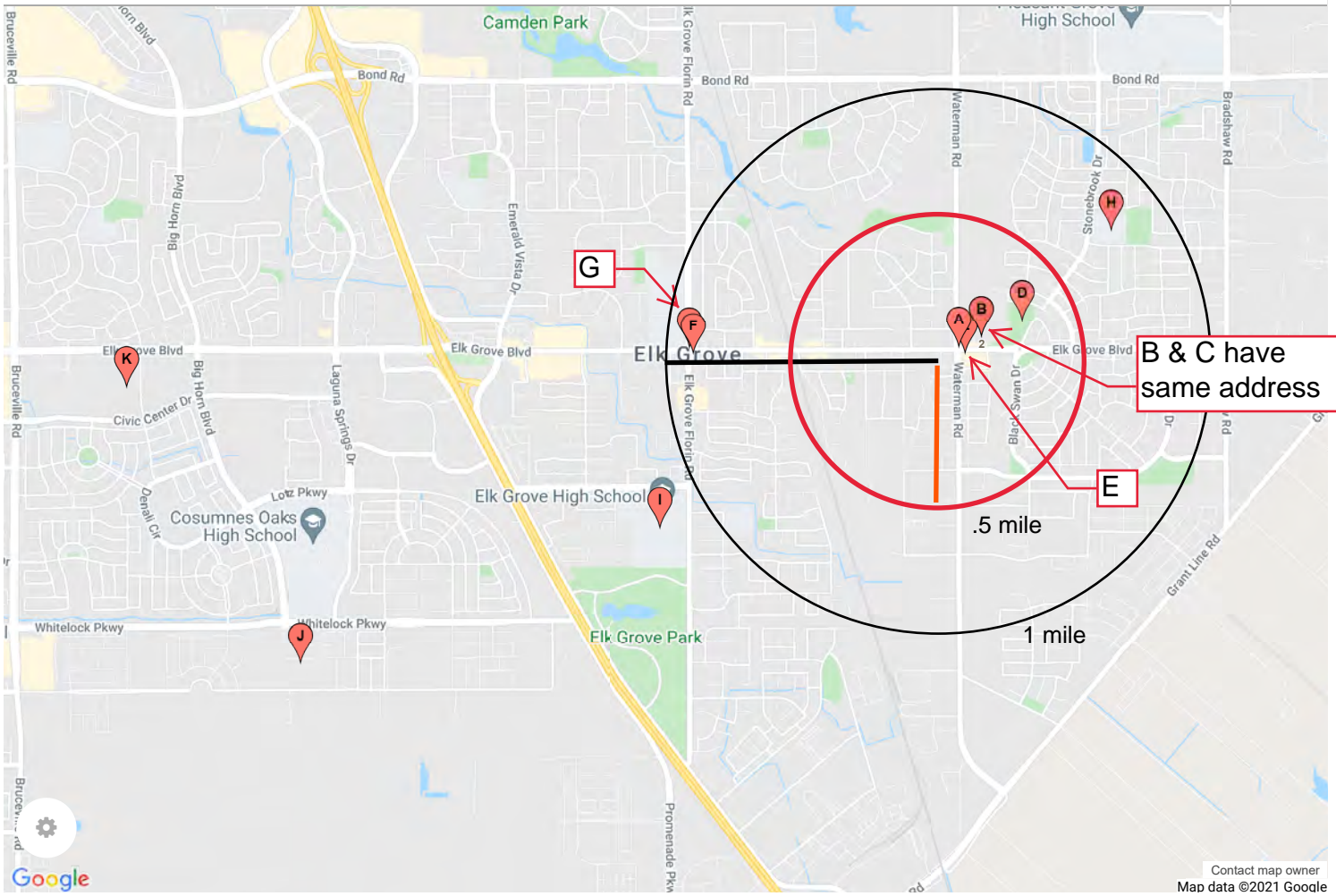
Owner: Venice Community Housing Corporation (VCHC)

Contact: Becky Dennison, Executive Director, (310) 399-4100 x101, bdennison@vchcorp.org

Funding: CA Tax Credit Allocation Program (CTCAC), LA Housing and Community Investment Department and Los Angeles County

Cost: \$5,487,000.00

Completion: Dec 2016



Public Transit - Elk Grove/Waterman (Rte 16, 116)
 Elk Grove Blvd and Waterman Rd
 Elk Grove, CA 95624

A

Grocery Store - Bel Air Market
 9435 Elk Grove Blvd
 Elk Grove, CA 95624

B

Pharmacy - Bel Air Market Pharmacy
 9435 Elk Grove Blvd
 Elk Grove, CA 95624

C

Strong Park
 9580 Bay Point Way
 Elk Grove, CA 95624

D

Waterman Plaza - Retail & Services
 9304 Elk Grove Blvd
 Elk Grove, CA 95624

E

Elk Grove Library
 8900 Elk Grove Blvd
 Elk Grove, CA 95624

F

Public Transit Hub - Elk Grove Florin Rd/Elk

G

Grove Blvd (Rte 13, 113, E113, 16, 116)

Elk Grove Florin Rd and Elk Grove Blvd
Elk Grove, CA 95624

~

Edna Batey Elementary School

9421 Stonebrook Dr
Elk Grove, CA 95624

H

Elk Grove High School

9800 Elk Grove Florin Rd
Elk Grove, CA 95624

I

Cosumnes River College - Elk Grove Center

10051 Big Horn Blvd
Elk Grove, CA 95624

J

Mercy Medical Group - Primary Care

8220 Wymark Dr
Elk Grove, CA 95757

K

*Excel*erate
Elk Grove | DESIGN UPDATE
May 19, 2021



PROJECT INFORMATION

Address: 9252 ELK GROVE BLVD, ELK GROVE, CA 95624

Zone: SPA/Multi
Special Planning Area

The purpose of the special planning area (SPA) district is to designate areas for unique and imaginative planning standards and regulations not provided through the application of standard zoning districts.'

Allowable density: 30du/acre (per SPA guidelines for mixed-use)

Site Area (per survey): 53,578.8 sf(1.23 ACRES)

Allowable Height: 40'

Provided Height: 30'

As part of the design review process, the maximum height may be increased to sixty (60' 0") feet

In Old Town a max of 45' and 3-stories with a third-floor setback from the street wall.

Old Town: Min first floor clear head ht inside (excluding soffits) is 10'-0".

Fire Sprinkler System : NFPA13R

Allowable Setbacks:

Front = in Old Town, this is less than or equal to 7.5' from front P.L.

Side = in Old Town, this is less than or equal to 12' between buildings

Rear = in Old Town, this can be the average of the adjacent rear yards

Provided Setbacks:

Front = 3'-6"

Side(East) = 20'-0"

Side(West) = 6'-0"

Rear = 98'-3"

Allowable Density: 30 du/acre: 30 x 1.234 acres = 36.9 du

Provided Density: 67 units (66 Studios and 1 2-bedroom)

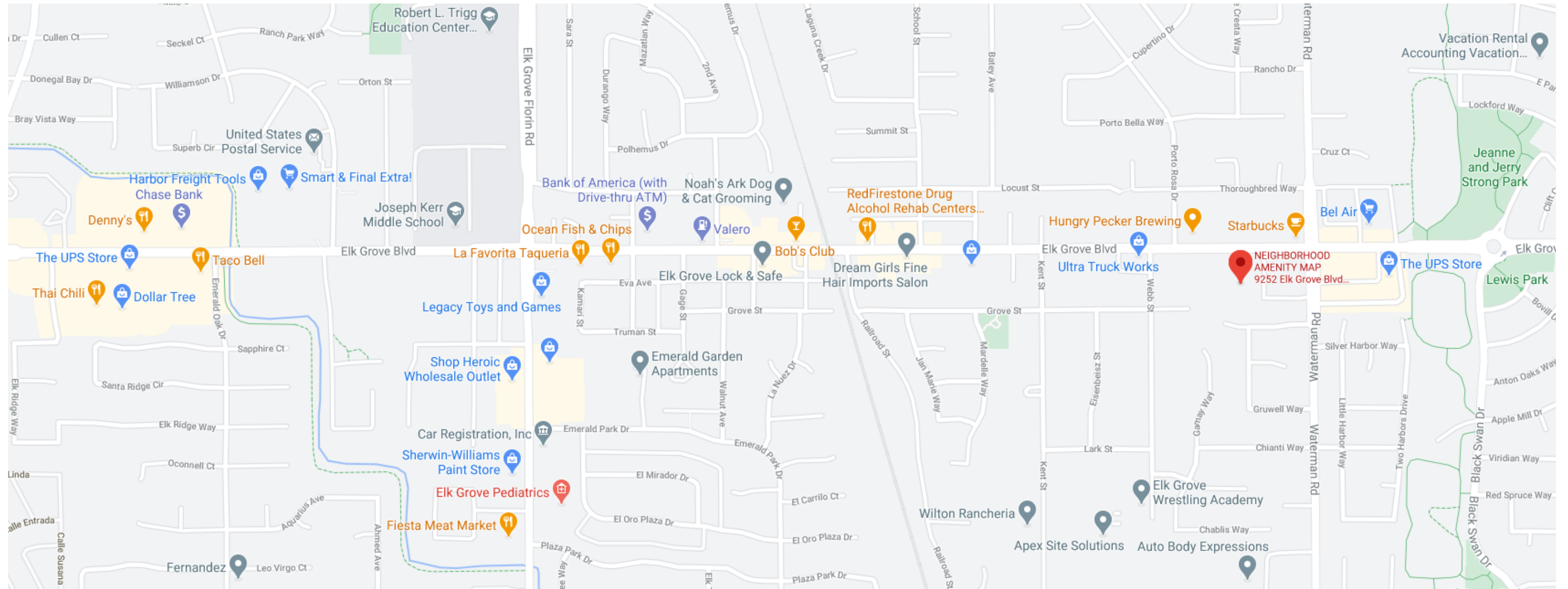
Per AB1763: +80% = 66.42 = 67 total units

Allowable Open Space: per RD-30 : 20%

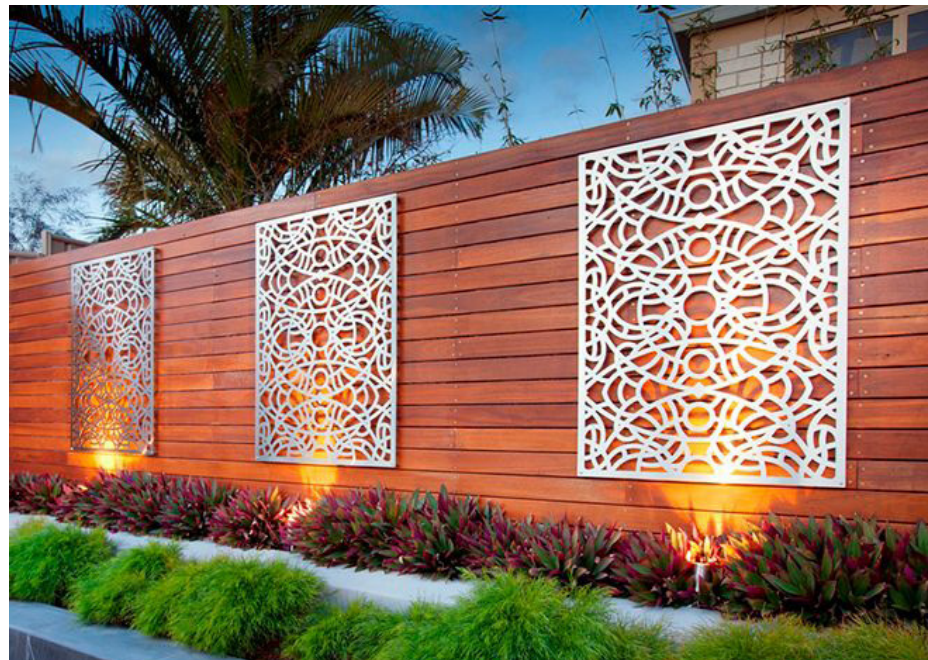
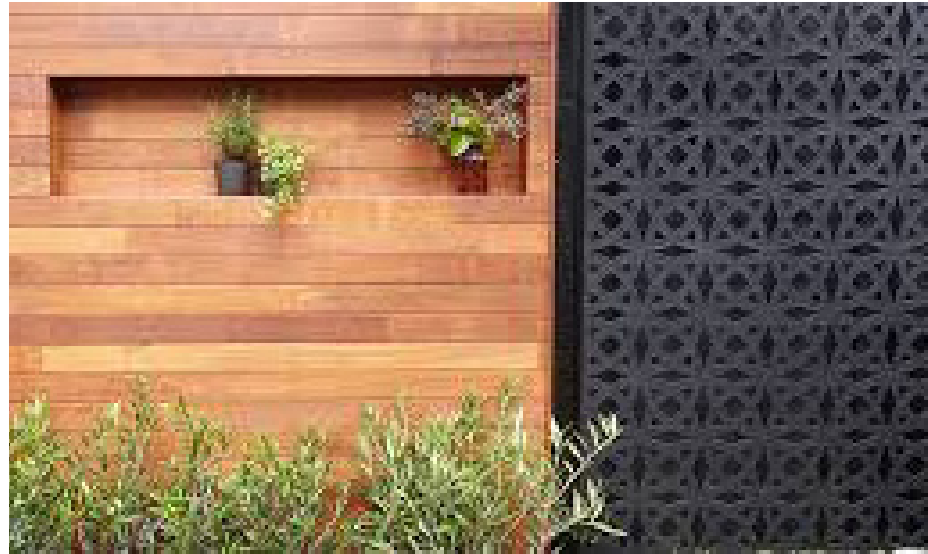
Provided Open Space: 21.5% (uncovered common open space + community room)

(11,565.9sf ÷ 53,578.8sf) x 100 = 21.5%

LOCAL NEIGHBORHOOD AMENITIES



CONCEPT IMAGES / PRECEDENTS



BUILDING DESIGN / **FACADE**



Elk Grove Bldg
Elk Grove, CA

FLOOR PLANS / SITE PLAN+FIRST FLOOR



ELK GROVE BLVD

PARKING

PLANTING

FRONT SCREEN WALL

DRIVEWAY / FIRE LANE

DRIVEWAY

PARKING FOR 9 VEHICLES

BREAK ROOM

UNI-SEX REST.

CONF. ROOM

STO.

PROP.MGMT STAFF

LOUNGE

ENTRY

PLAZA

PICKET FENCE

BIKE STORAGE

UP

UNIT 14

UNIT 15

UNIT 16

UNIT 17

UNIT 18

UNIT 19

UNIT 20

OFFICE

OFFICE

OFFICE

OFFICE

UNI-SEX REST.

KITCHEN COMMUNITY ROOM

MAILBOX

UP

TRASH

STO.

UNIT 1

UNIT 2

UNIT 3

UNIT 4

UNIT 5

UNIT 6

UNIT 7

LAUNDRY

UP

UNIT 8

UNIT 9

UNIT 10

UNIT 11

UNIT 12

UNIT 13

UP

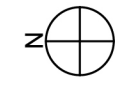
OPEN EXIT STAIRS

COMMON OPEN SPACE

(E)TREE

(E)TREE CANOPY SHALL REMAIN. THIN PANEL WILL BE USED AS EXIT PATHWAY

ADJACENT ONE-STORY

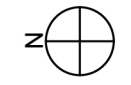
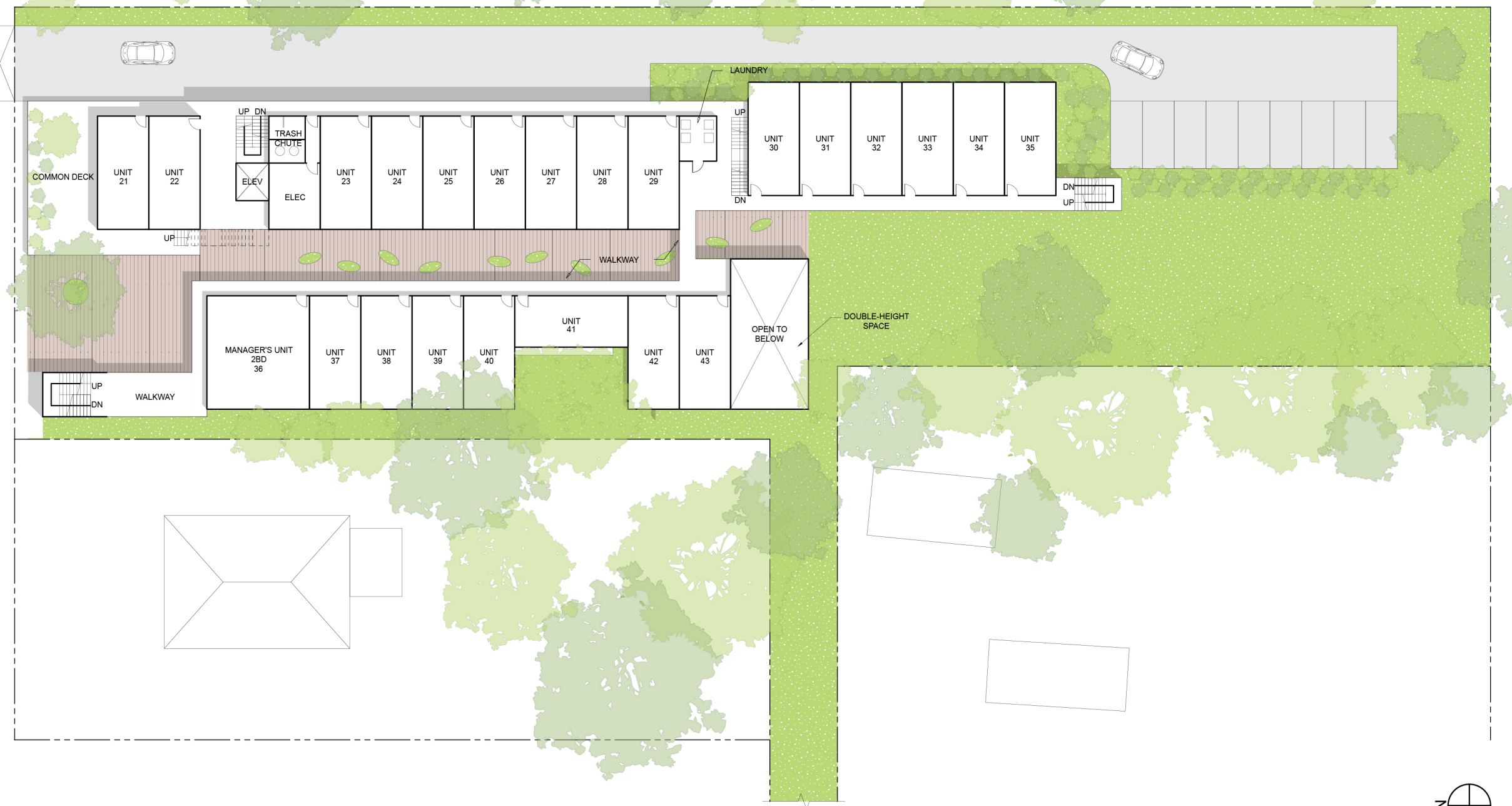


SCALE : 1/32" = 1' - 0"

SITE PLAN / 1ST FLOOR PLAN

FLOOR PLANS / SECOND FLOOR

ELK GROVE BLVD

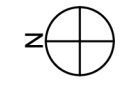


SCALE : 1/32" = 1' - 0"

2ND FLOOR PLAN

FLOOR PLANS / THIRD FLOOR

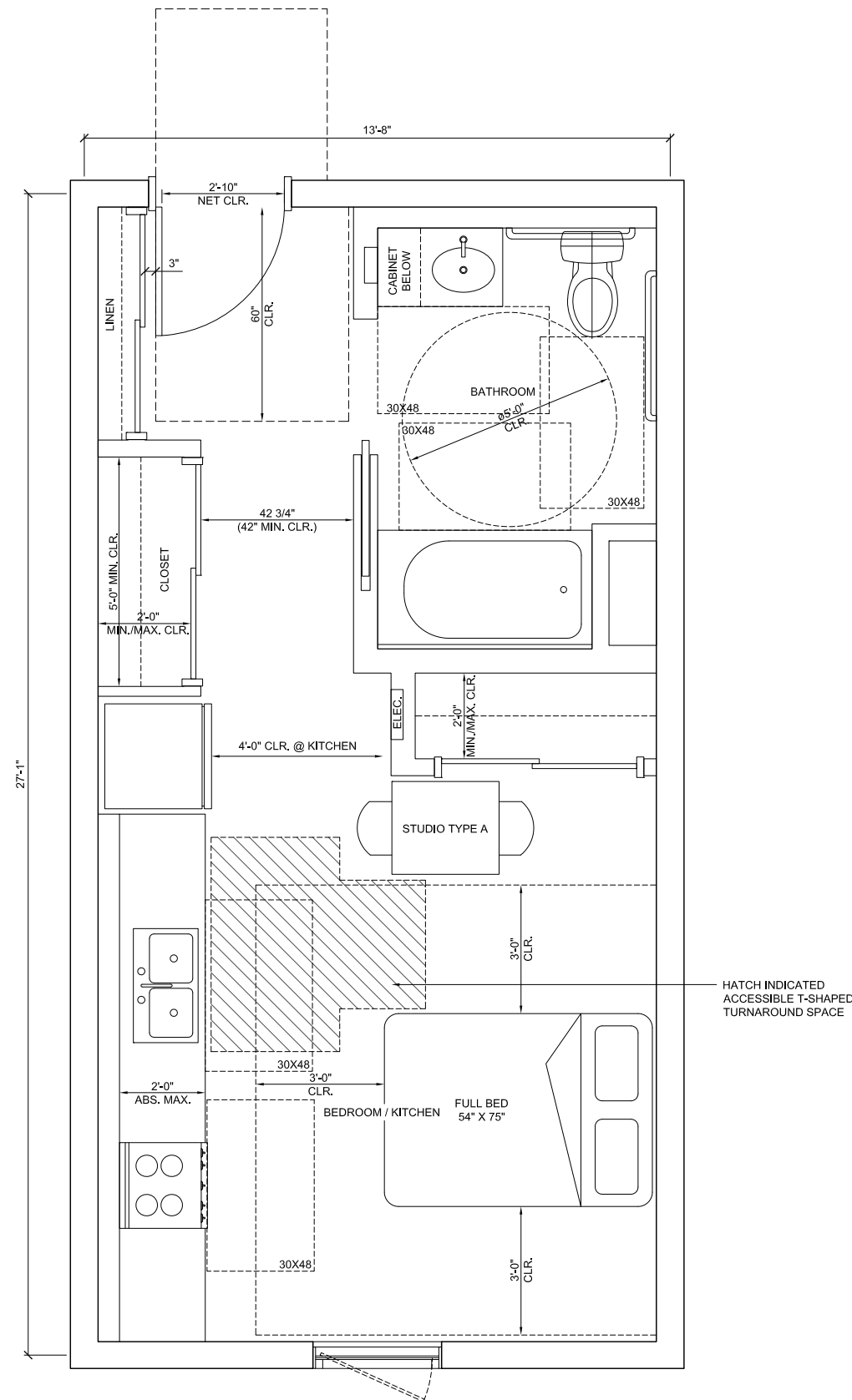
ELK GROVE BLVD



SCALE : $\frac{1}{32}$ " = 1' - 0"

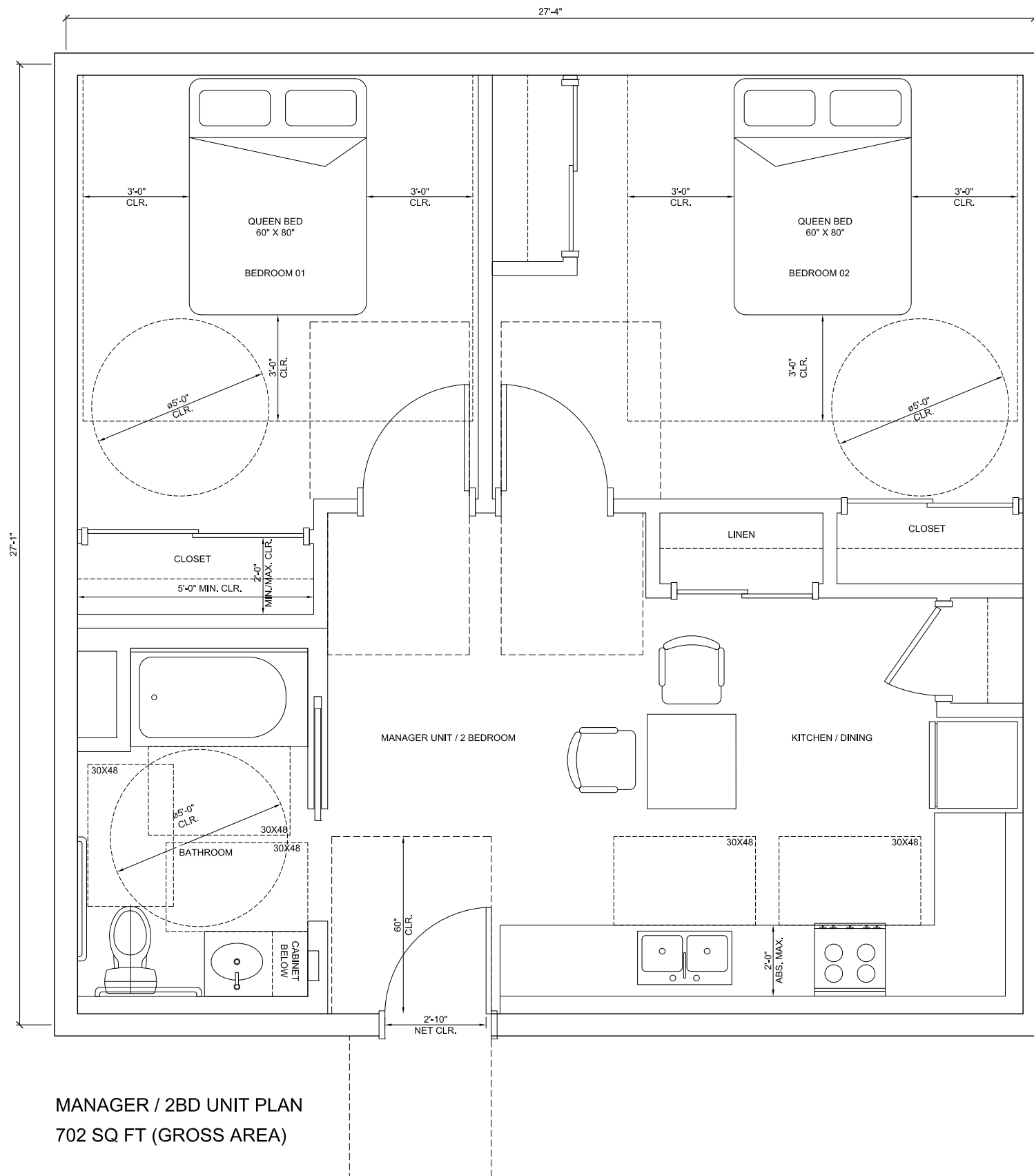
3RD FLOOR PLAN

FLOOR PLANS / **STUDIO UNIT**



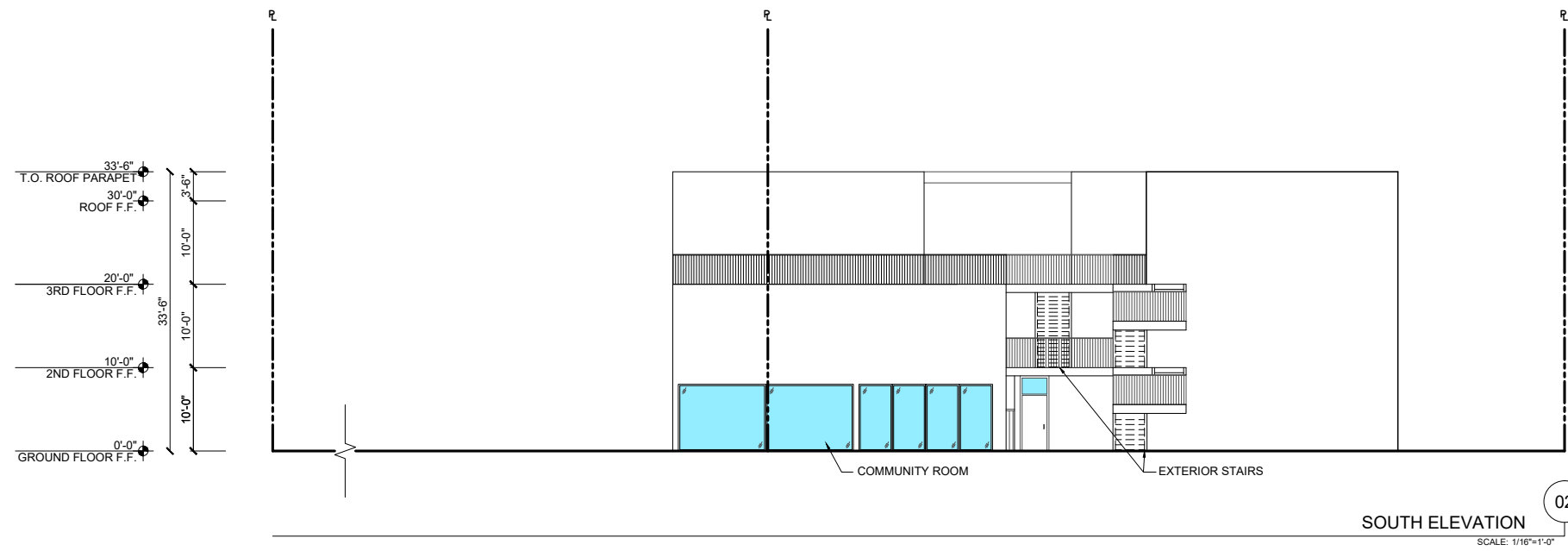
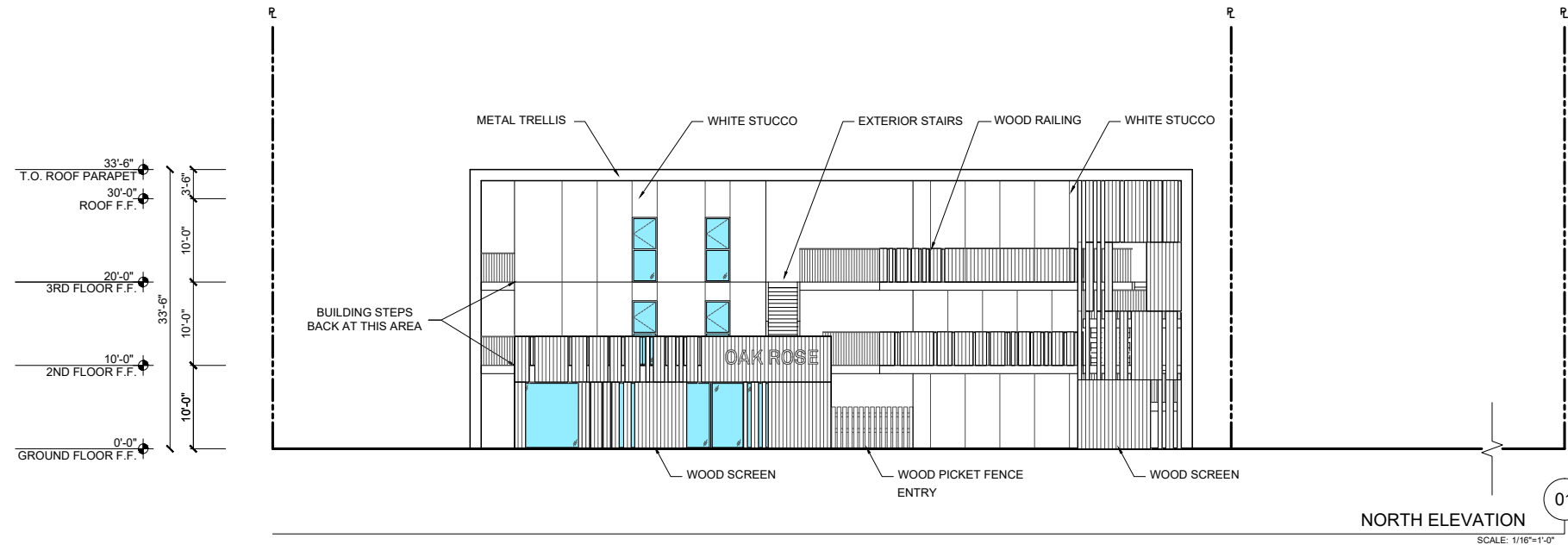
STUDIO UNIT PLAN
340 SQ FT (GROSS AREA)

FLOOR PLANS / MANAGER UNIT / 2 BEDROOM

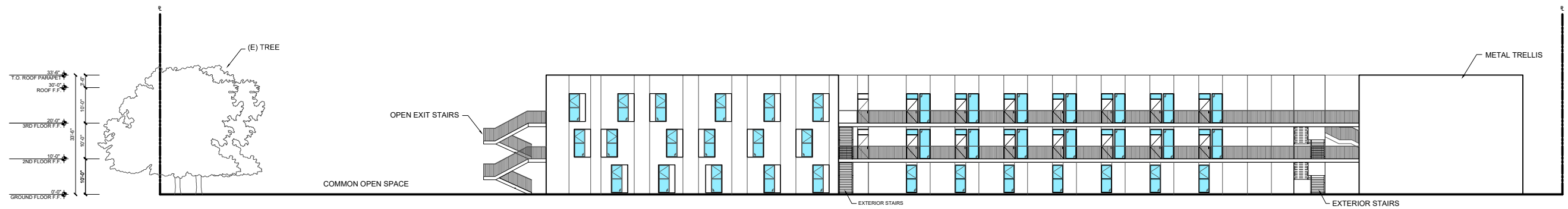


MANAGER / 2BD UNIT PLAN
702 SQ FT (GROSS AREA)

ELEVATIONS / NORTH+ SOUTH ELEVATION



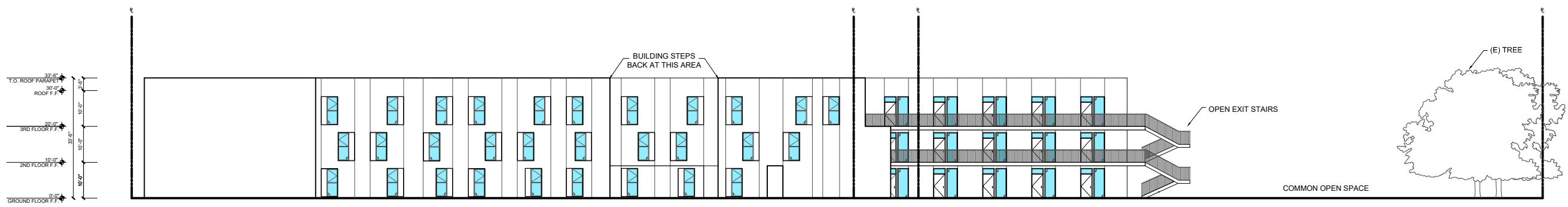
ELEVATIONS / EAST+WEST ELEVATION



EAST ELEVATION

03

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



WEST ELEVATION

04

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

BUILDING DESIGN / IMAGE



RENT COMPARABILITY ANALYSIS

Oak Rose Apartments - 9252 Elk Grove Blvd

COVID-19 DISCLAIMER

This Analysis was completed on May 3, 2021. The market rate rental data were obtained on this date through the Apartments.com and confirmed by telephone. All of these data, including rent rates, vacancies, and turnovers, however, may need to be updated again at the time the project submits its application for funding. Circumstances will have undoubtedly changed again in these fast-changing and very uncertain COVID-19 times.

COMPARISON OF PROPOSED RENTS TO MARKET RATE COMPARABLE

The requested proposed HUD rent for studio units in Elk Grove is \$1,166 and the market rate adjusted rent is \$1,425, a difference of 18.18%. This rent differential exceeds the required 10% differential by 8.18% and ensures that the HUD rents are achievable in the Elk Grove market. The rent differential includes an upward adjustment of \$33 in utilities for the market rate comparables, since all utilities are included in the subject property and market rate comparables are inferior to the subject.

EXISTING UNITS

Identification of Rent Comparables

There are no studio apartments in good quality multi-family rentals in the city of Elk Grove. There are one-bedroom units located close to the subject, but they are not considered comparable to the new, well-designed and located Elk Grove PSH project. While the comparables selected are not within one mile of the subject, they all are in the Primary Market Area, in areas which are generally similar to the subject.

Units Not Selected

We identified several older rent comparables in the Market Area from internet based rental services and Craigslist. We did not use them because they were farther from the subject site or would have required substantial adjustments on the rent matrix.

Physical Condition of Units

Unless otherwise noted, the rent comparables selected were in good physical shape and were being well maintained. The individual data sheets include information on the property management company; most recent property rehabilitation, if applicable; and the quality of the property's maintenance.

Selected Rent Comparables

The following rent comparables were selected on the basis of their proximity to the subject, the age and condition of the units, and the rents being charged at the property. All of these properties are general occupancy.

The Artisan is a 264-unit property consisting of one-, two-, and three-bedroom units. One-bedroom units rent for \$1,790, two-bedroom units rent for \$2,118, and three-bedroom units rent for \$2,158 per month. This is an excellent quality project with all standard appliances, microwave and in-unit washer-dryer included. Common area features include gated entrance, courtyard, pool, fitness center, game room, and community room. Several new features have been introduced to top-of-the-line apartments in Sacramento in recent years, including pet runs and washing stations, parcel delivery, and storage services, and bicycle storage. The Artisan features all of these amenities as well. The project has a 2% vacancy rate, and there is no waiting list.

The Landing at College Square is a 270-unit property consisting of one-, two-, and three-bedroom units. One-bedroom units rent for \$1,632, two-bedroom units rent for \$2,080, and three-bedroom units rent for \$2,275 per month. This is an excellent quality project with all standard appliances, microwave, and in-unit washer-dryer included. Common area features include gated entrance, courtyard, pool, fitness center, game room, and community room. A pet run and washing area, bike storage, and parcel service are also included. The project has a 2% vacancy rate, and there is no waiting list.

Bella Vista at Elk Grove is a 241-unit property consisting of one-, two-, and three-bedroom units. One-bedroom units rent for \$1,793, two-bedroom units rent for \$2,121, and three-bedroom units rent for \$2,389 per month. This is an excellent quality project with all standard appliances, microwave, and in-unit washer-dryer included. Common area features include gated entrance, courtyard, pool, fitness center, game room, and community room. A pet run and washing area, bike storage, and parcel service is also included. The project has a 2% vacancy rate, and there is no waiting list.

VACANCIES AND WAITING LISTS

Vacancies for conventional apartment units in Elk Grove range from 0% to 2%. There are no waiting lists for market rate projects in the Primary Market Area. Sacramento rents are soaring and vacancies even more rare as people from the Bay Area are moving with greater frequency to Sacramento, in response to the COVID-19 pandemic..

COMPARABLE NO. 1



Name: The Artisan		Property Mgt Co: Sequoia Equities		
Address: 8282 Calvine Road, Sacramento		Phone: (916) 246-1061		
Distance from Subject: 2.7 miles	Length of Lease: 12 mos	Security Deposit: 1 mo rent		
No. Units	Bed/Bath	SF	Rent	
			Monthly	SF
@ 100	1/1	746	\$1,790	\$2.40
@ 120	2/2	1,126	\$2,118	\$1.88
@ 44	3/2	1,331	\$2,158	\$1.62
Total Units: 264		No. of Stories: 3		
Utilities: Included Heat Source: Elec Cook: Elec		Elevator: No		
Age: 2005		Parking: 1:1 covered; \$100 - garage		
Quality: Good Recently Rehabbed? No		Vacancy: 2%		
Condition: Good Maintenance: Good		Waiting List: No		
Amenities - Individual Units		Amenities - Common Area		
Stove: ✓	Vaulted Ceiling:	Pool/Spa: ✓		
Refrigerator: ✓	Walk-in Closet: ✓	Fitness Center: ✓		
Garbage Disposal: ✓	Patio/Balcony: ✓	Tennis Court:		
Dishwasher: ✓	Internet Access: ✓	Volleyball Court:		
Microwave: ✓	Laundry Room:	Recreation Room:		
Washer/Dryer: ✓	Storage:	Horseshoe Pit:		
Central Heating/Air: ✓	Gated Entrance: ✓	Game Room: ✓		
Fireplace:	Picnic/BBQ Areas: ✓	Com. Kitchen:		
Cable TV: ✓	Pets: ✓	Community Room:		
Carpet: ✓	Library:	Rooftop Garden:		
Blinds/Drapes: ✓	Children's Play Area:	On Bus Route:		
Business Center:				
Move-in Special: -				
Comments: Dog park, parcel service.				

SURROUNDING LAND USES

The Artisan



Facing northeast on Calvine Road



Facing west



Facing east on Calvine Road



Facing south on Calvine Road

COMPARABLE NO. 2



Name: The Landing at College Square		Property Mtg Co: MG Prop. Group		
Address: 7640 West Stockton Boulevard, Sacramento		Phone: (916) 754-2265		
Distance from Subject: 3.6 miles	Length of Lease: 12 mos	Security Deposit: 1 mo rent		
No. Units	Bed/Bath	SF	Rent	
			Monthly	SF
@ 100	1/1	758	\$1,632	\$2.15
@ 120	2/2	1,091	\$2,080	\$1.91
@ 50	3/3	1,199	\$2,275	\$1.90
Total Units: 270	No. of Stories: 3			
Utilities: Not included	Heat Source: Elec	Cook: Elec	Elevator: No	
Age: 2017	Parking: 1:1 covered; \$175 - garage			
Quality: Good	Recently Rehabbed: No	Vacancy: 2%		
Condition: Good	Maintenance: Good	Waiting List: No		
Amenities - Individual Units		Amenities - Common Area		
Stove: ✓	Vaulted Ceiling:	Pool/Spa: ✓		
Refrigerator: ✓	Walk-in Closet: ✓	Fitness Center: ✓		
Garbage Disposal: ✓	Patio/Balcony: ✓	Tennis Court:		
Dishwasher: ✓	Internet Access: ✓	Volleyball Court:		
Microwave: ✓	Amenities - Common Area	Recreation Room:		
Washer/Dryer: ✓	Laundry Room:	Horseshoe Pit:		
Central Heating/Air: ✓	Storage:	Game Room: ✓		
Fireplace:	Gated Entrance: ✓	Com. Dining Room:		
Cable TV: ✓	Picnic/BBQ Areas: ✓	Community Room: ✓		
Carpet: ✓	Pets: ✓	On Bus Route:		
Blinds/Drapes: ✓	Library:	Store:		
	Children's Play Area:	Services/Activities:		
Move-in Special: -				
Comments: Pet play area/washing station; bicycle storage, package services.				

SURROUNDING LAND USES
The Landing at College Square



Facing northeast from the Landing



Facing west



Facing east



Facing south

COMPARABLE NO. 3



Name:		Bella Vista at Elk Grove		Property Mgt Co: MG Prop. Group	
Address:		6810 Di Lusso Drive, Elk Grove		Phone: (883) 679-1833	
Distance from Subject:		5.3 miles	Length of Lease:	2 to 12 mos	Security Deposit: 1 mo rent
No. Units	Bed/Bath	SF	Rent		
			Monthly	SF	
90	1/1	681	\$1,793	\$2.63	
120	2/2	1,067	\$2,121	\$1.99	
31	3/2	1,232	\$2,389	\$1.94	
Total Units:		241	No. of Stories:	3	
Utilities: Not included		Heat Source: Gas	Cook: Gas	Elevator:	No
Age:		1999	Parking:	1:1 covered	
Quality: Good		Recently Rehabbed: Yes, 2015	Vacancy:	0%	
Condition: Good		Maintenance: Good	Waiting List:	No	
Amenities - Individual Units		Vaulted Ceiling:		Pool/Spa:	✓
Stove: ✓		Walk-in Closet:		Fitness Center:	✓
Refrigerator: ✓		Patio/Balcony: ✓		Tennis Court:	
Garbage Disposal: ✓		Internet Access: ✓		Volleyball Court:	
Dishwasher: ✓		Amenities - Common Area		Recreation Room:	
Microwave: ✓		Laundry Room:		Horseshoe Pit:	
Washer/Dryer: ✓		Storage:		Clubhouse:	
Central Heating/Air: ✓		Gated Entrance:		Com. Dining Room:	
Fireplace:		Picnic/BBQ Areas: ✓		Community Room: ✓	
Cable TV: ✓		Pets: ✓		On Bus Route:	
Carpet: ✓		Library:		Business Center: ✓	
Blinds/Drapes: ✓		Children's Play Area: ✓		Services:	
Move-in Special:		-			
Comments:		Community rose garden, package service, dog park			

SURROUNDING LAND USES
Bella Vista at Elk Grove



Facing north - community center



Facing west on Di Lusso



Facing east on Di Lusso

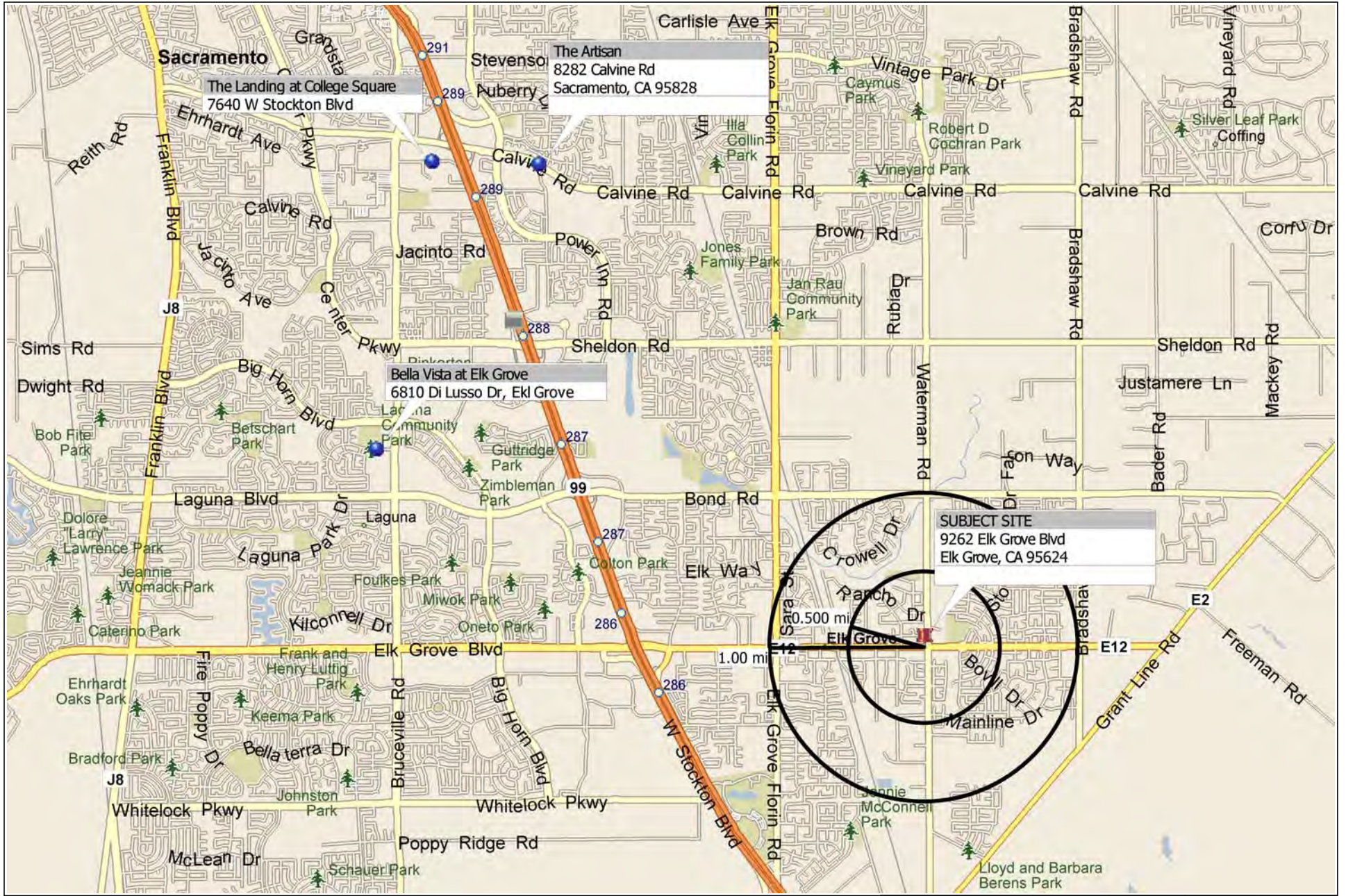


Facing south on Bruceville Road

Rent Comparability Matrix

Elk Grove PSH - market studio Date of Market Study: May 2, 2021 Prepared By: M. E. Shay & C0. <i>Analysis Using Highest Rents for Subject</i>	Permanent Supportive Housing	The Artisan		The Landing At College Square		Bella Vista at Elk Grove			
	9252 Elk Grove Blvd.	8228 Calvine Road		7640 W. Stockton		6810 Di Lusso Drive			
	Elk Grove	Sacramento		Sacramento		Elk Grove			
	Phone	916 246 1061		916 754 2265		833 679 1833			
Use Subject's Highest Rent							Totals & Weighted Averages	Differential	
Characteristic	Char	Adj	Char	Adj	Char	Adj			
(("M"arket, "L"ow income)	L	M	M	M	M		290		
Distance in Miles from Subject Number of Units	66	4.05	4.55	3.83			729,96552		
Vacancy Rate		100	100	90			211,690		
Waiting List ("Y"es or "N"o)		2%	2%	0%			\$1,736		
Turnover Rate Unit Size in SF		n	n	n			\$503,570		
Aggregate Size in SF Base Rent		n/a	n/a	n/a			\$2.38		
Aggregate Rent Value Ratio (s/sf)	350	746	758	681					
		74600	75800	61290					
	\$1,166	\$1,790	\$1,632	\$1,793					
	\$3.33	\$179,000	\$163,200	\$161,370				-32.85%	
		\$2.40	\$2.15	\$2.63				40.05%	
# of stories	3	3	3	3					
Elevator ("Y"es or "N"o)	y	n	n	n					
# of Bedrooms	0	1	-300	1	-300	1	-300		
# of Bathrooms	1	1		1		1			
Unit Size Adjustment	350	746	-99	758	-102	681	-83		
Rent Concessions									
Age (built or last renovated)	2023	2005	\$18	2017	\$6	1999	\$24		
Utilities Paid by Tenant									
Electricity		x	\$33	x	\$33	x	\$33		
Heat ("G"as or "E"lectric) Hot Water (G or E) Cooking (G or E)		e		e		g			
TV ("C"able or "S"atellite) Water Sewer Trash		e		e		g			
Unit Amenities		e		e		g			
		c		c		c			
Central Heat/Cool	x	x		x		x			
Blinds Carpet Ceiling Fan Skylight Storage Closet	x	x		x		x			
Coat Closet Walk-In Closet Fireplace Patio/Balcony	x	x		x		x			
Appliances									
		x		x					
		x	-10	x	-10	x	-10		
Refrigerator	x	x		x		x			
Stove/Oven	x	x		x		x			
Dishwasher		x	-5	x	-5	x	-5		
Garbage Disposal	X	x		x		x			
Microwave		x	-5	x	-5	x	-5		
Washer/Dryer		x	-20	x	-20	x	-20		
Washer/Dryer Hook-ups									
Parking/Transportation									
Surface Parking Carport	x								
Underground Parking Detached Garage Attached		x	-10	x	-10	x	-10		
Garage Tuck-under Garage Parking Garage									
Project Amenities									
Clubhouse/Community Room Swimming Pool	x	x		x		x			
Spa/Jacuzzi Exercise Room Picnic Area		x	-5	x	-5	x	-5		
Tot Lot/Playground Tennis Court Basketball Court		x	-5	x	-5	x	-5		
Volleyball Court On Site Manager Laundry Room		x	-5	x	-5	x	-5		
Computer Room Business Center Furnished	x	x		x		x			
Security									
		x		x		x			
	x		n/a		n/a		n/a		
	x		\$5		\$5		\$5		
	x		\$100		\$100		\$100		
Gated	x	x		x		x			
Courtesy Patrol Surveillance Camera	x	x		x		x			
	x	x		x		x			
Adjusted Rent	\$1,166	\$1,477	\$1,304	\$1,502	\$1,425		-18.18%		
Aggregate Adjusted Rent	\$3.33	\$147,700	\$130,400	\$135,180	\$413,280		70.64%		
Adjusted Value Ratio (s/sf)		\$1.98	\$1.72	\$2.21	\$1.95				
*Adjusted Rent/Base Rent		83%	80%	84%					

RENT COMPARABLES - MARKET RATE



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E-Mail: meshay@meshayco.com
Web Site: www.meshayco.com

PROFESSIONAL QUALIFICATIONS

1984-Present: President, M. E. Shay & Co. - Real Estate Market Analysis and Development Services
Legislative Advocate - California Association of Local Housing Finance Agencies

PREVIOUS PROFESSIONAL EXPERIENCE

1978-1982 - Section Chief, State of California Housing and Community Development Department - Pre-Development Loan and Technical Assistance Section; Urban and Rural Land Purchase Programs, California Housing Advisory Services

1976-1978 - Program Manager, State of California Housing and Community Development Department - Housing Assistance Program for the Disabled, Rural Assistance Programs, and the HUD National Technical Assistance Program for the Disabled

1974-1976 - Staff Member, City of Redding, Planning and Community Development Department - Development and administration of the City's first Community Development Block Grant Program (CDBG); Housing Authority local Section 8 Program, including rehabilitation programs

1970-1976 - Director, Self-Help Home Improvement Project, Redding, California. VISTA Volunteer.

1969 - Housing Program Analyst, Southern Alameda County Economic Opportunity Agency.

EDUCATION: Washington University in St. Louis; B.A., San Francisco State College, 1970; Graduate studies, MPA, University of Southern California

PERTINENT AFFILIATIONS: Former President, National Council of Housing Market Analysts; Former Chair, Advisory Committee, Federal Home Loan Bank Affordable Housing Program; California Council for Affordable Housing; California Housing Consortium (Board Member); Northern California Association for Non-Profit Housing; Southern California Association for Non-Profit Housing; National Association of Housing and Redevelopment Officials; Sacramento Habitat for Humanity, Past President (1989-1991)

PUBLICATIONS AND TEACHING

- Co-Author - *California Affordable Housing Handbook*, published by California Redevelopment Association, 1998. Updated 2006.
- Instructor - Affordable Housing Training Programs sponsored by National Association of Local Housing Finance Agencies, National Association for County Community and Economic Development, Training Development Associates and HUD, 1994-ongoing

MARKET AND FEASIBILITY SERVICES

Market Studies - Since 1984, M.E. Shay & Co. has completed over 1,050 market and feasibility studies. Each market study meets the requirements of the California Tax Credit Allocation Committee and its affiliates as well as the standards adopted by the National Council of Housing Market Analysts (NCHMA) and includes:

1. Executive Summary and Conclusions, including Market Area Description
2. A demographic analysis of the project which projects demand based on appropriate demographics
3. A competitive analysis which analyzes present and proposed competition for the project, including a rent differential analysis
4. A description and analysis of the proposed project, compared to existing projects
5. An absorption analysis, based on these data, which estimates the amount of time it will take to fully lease or sell a project

Partial client list: USA Properties Fund, Mercy Housing, Skid Row Housing Trust, West Hollywood Housing Development Corporation, Eden Housing, The Related Companies, Mid-Pen, Burbank Housing, CFY Development, The Pacific Companies, Neighborhood Partners, and Community Development Partners

Feasibility and Long Range Planning Studies - Compares the projected performance of a property to resources required for the project and identifies gap.

Selected Assignments - Recent Selected

- 1984-2008 - City of Avalon, ongoing services - Housing Element - EIR - USDA Market Study. Four tax credit projects, First Time Homebuyers
- 2019 - City of South Lake Tahoe, Needs Analysis
- 2018 - City of Gardnerville, California Gold Development Corporation, Mixed-Use Residential/Commercial Development

PROGRAM DEVELOPMENT SERVICES

- TCAC/CDLAC Applications - Assisted in the preparation of over 200 successful Tax Credit and Debit Limit Allocation applications between 1990 and 2005. No longer preparing applications, only Market Studies.
- 1980-2010 State HOME and CDBG Applications - Prepared over 50 successful State HOME and CDBG applications. Occasionally consult on all State housing programs, including 11G, VHHS, Permanent Supportive Housing Programs, Healthy California, and others.
- HCD Finance Programs - From 1990 through 1994 assisted in the preparation of more than 30 successful RHCP and CHRP loan applications. Current MHP program services include market studies only. Market study services also provided for AHCS, VHHP, State HOME program, Healthy Housing, IIG, and all other HCD-financed affordable housing programs, including supportive housing and homeless programs.
- California Housing Finance Agency (CalHFA) (1992-ongoing) - Provide consulting services and/or market studies for multi-family housing projects
- 1990-2010 - Federal Home Loan Bank Affordable Housing Program:
 - Project GO - Maidu Village
 - Shasta Housing Development Corp., City of Shasta Lake
 - Northern Valley Catholic Social Services, City of Redding
 - City of Avalon - Senior Housing
 - City of Grass Valley
 - City of Shasta Lake

REFERENCES

References gladly furnished upon request.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

by and between

EXCELERATE HOUSING GROUP LLC OR ITS ASSIGNEE

and

HAGGARD FAMILY TRUST

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT for the Purchase and Sale of Real Property (“**Agreement**”) dated as of the 13th day of April 2021, is entered into by and between the Haggard Family Trust, a trust established pursuant to California law (“**Seller**”), and Excelerate Housing Group LLC, a California limited liability company or its assignee (“**Buyer**”).

R E C I T A L S

A. Seller is the owner of real property located at 9252 Elk Grove Blvd., Elk Grove, California 95624, more particularly described on Exhibit A attached hereto (the “**Real Property**”).

B. Seller hereby agrees to sell, and Buyer hereby agrees to acquire upon the terms and conditions herein the Real Property together with: (a) all rights, privileges and easements appurtenant to the Land to the extent owned by Seller, including, without limitation, all minerals, oil, gas and other hydrocarbon substances, as well as all development rights, land use entitlements, including without limitation building permits, licenses, permits and certificates, utilities commitments, air rights, water, water rights, riparian rights and water stock relating to the Real Property and any rights-of-way or other appurtenances used by Seller in connection with the beneficial use and enjoyment of the Land and all of Seller’s right, title and interest, if any, in and to all roads, easements, rights of way and alleys adjoining or servicing the Real Property (“**Appurtenances**”); (b) all buildings, improvements and other structures presently located on the Real Property, if any (the “**Improvements**”), together with all rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto or appertaining the Real Property; (c) all assignable warranties and guaranties issued to Seller in connection with the Improvements and all assignable permits, licenses, approvals and authorizations issued by any governmental authority in connection with the Real Property (the property described in this Paragraph (c) being sometimes herein referred to collectively as the “**Intangibles**”) The Real Property, Appurtenances and Seller’s right, title and interest in and to the Intangibles are collectively referred to hereinafter as the “**Property**”.

C. Buyer intends to purchase the Property and develop the Property as an affordable multi-family development (the “**Project**”).

Now, therefore, Seller and Buyer agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

- 1.1 Approval Notice. The notice sent by Buyer pursuant to Section 2.4 below.
- 1.2 Closing. The date all documents required to be recorded hereunder for the sale of the Property to Buyer are recorded in the Official Records of Sacramento County.
- 1.3 Closing Date. The Closing Date is set forth in Section 10.2.
- 1.4 Days. Calendar days, provided if the day for performance falls on a weekend or a legal holiday (as defined in the California Civil Code), the time for such performance shall be extended until the next following working day.
- 1.5 Deposit. The sum to be deposited in escrow by Buyer in accordance with Section 2.1 and disbursed to Seller in accordance with Section 2.2 below.
- 1.6 Due Diligence Period. The period expiring at 5:00 p.m. Pacific Time on the period beginning on the later of the Effective Date, and ending at 5:00 p.m. Pacific Time on the date which is ninety (90) Days thereafter.
- 1.7 Effective Date. The date the last signatory to this Agreement shall execute this Agreement.
- 1.8 Escrow Holder. Commonwealth Land Title Company.
- 1.9 Hazardous Materials. Any hazardous, explosive or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 15122.7, or is listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 41 U.S.C. 6901 et seq. (42 U.S.C. 6903), (ix) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 41 U.S.C. 9601 et seq. (42 U.S.C. 9601), (x) a petroleum product, or (xi) asbestos containing material.
- 1.10 Leases. Those written or oral agreements pursuant to which third parties are granted rights of possession to all, or any portion, of the Property, if any.

1.11 Permitted Exceptions. As defined in Section 4.4.

1.12 Property. The real property more particularly described in Exhibit A, all easements, licenses and other rights appurtenant thereto, all fixtures attached thereto, any licenses, permits, approvals and entitlements, all plans, specifications, architectural and engineering drawings and prints relating to the construction of any improvements thereon; and any other intellectual or intangible property used by Seller in connection with the Property.

1.13 Purchase Price. The sum of Eight Hundred Fifty Thousand Dollars (\$850,000).

1.14 Title Insurer. Commonwealth Land Title Company.

ARTICLE 2 AGREEMENT OF PARTIES

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and conditions set forth in this Agreement.

2.1 Deposit. Within three (3) business days after the Effective Date, Buyer shall deposit with the Escrow Agent the sum of Twenty-Five Thousand Dollars (\$50,000) (the "**Initial Deposit**"). Concurrently with Buyer's delivery of its Approval Notice pursuant to Section 2.4 below, Buyer shall deposit with the Escrow Agent an additional sum of Fifty Thousand Dollars (\$50,000) (the "**Second Deposit**" and together with the Initial Deposit, the "**Deposit**"). The Escrow Agent shall hold the Deposit in a federally insured interest-bearing account for the benefit of Buyer. In addition, concurrently with the Deposit, Buyer shall deposit with Escrow Holder for immediate disbursement to Seller the sum of One Hundred Dollars (\$100.00) (the "**Independent Consideration**") as consideration for Seller entering into this Agreement. Escrow Holder is hereby instructed to immediately disburse such Independent Consideration to Seller on a nonrefundable basis. Notwithstanding any other provision of this Agreement, if this Agreement is terminated for any reason, Seller shall be entitled to retain such Independent Consideration as consideration for Seller entering into this Agreement. If Buyer fails to deliver the Deposit and the Independent Consideration when due hereunder, Buyer shall be in default under this Agreement, this Agreement shall automatically terminate and be of no further force or effect, and neither party shall have any obligation hereunder except as to obligations which specifically are stated to survive such termination.

2.2 Disposition of Deposit. In the event Buyer terminates or is deemed to have terminated this Agreement as a result of its due diligence investigations pursuant to Section 2.4, the Escrow Agent shall return the Deposit and any interest accrued thereon to Buyer. In the event Buyer delivers its Approval Notice in accordance with Section 2.4, the Deposit shall be released to the Seller and, except as otherwise set forth herein, the Deposit shall be deemed to be nonrefundable to Buyer, but applicable to the Purchase Price. If the sale of the Property as contemplated hereunder is consummated, then the Deposit and any interest accrued thereon shall be credited against the Purchase Price.

2.3 Buyer Right to Enter the Property. At all times prior to Closing, Buyer shall give reasonable advance notification to Seller which shall be defined as twenty-four hours' written notice prior to commencement of any and all external and/or internal inspections and/or assessments) and Buyer shall have the right to access the Property unless Seller objects in writing to such access within twenty-four hours of Buyer's delivery of such written notice (email notice and disapproval, if applicable, shall be deemed sufficient). Seller shall allow Buyer and its agents, employees, and consultants (including without limitation its contractors, engineers, pest inspectors and environmental consultants) access to the Property for Buyer to engage in appraisal activities sufficient to produce an MAI appraisal, engineering and environmental studies, inspections including, without limitation, Phase I and Phase II environmental, geotechnical, soils testing, asbestos and lead based paint testing, engineering inspections and architectural inspections, and other studies and activities necessary for Buyer to assess the condition of the Property and the suitability of the Property to Buyer, in its sole discretion, for Buyer's purposes; provided however, Buyer shall not perform any invasive testing or any other action which may damage the Property without Seller's prior written consent in its reasonable discretion. Buyer shall only perform Phase II testing when it is specifically recommended in a Phase I report with respect to the Property and in such event that the Phase II testing shall not unreasonably disturb adjacent property owners or cause any material permanent physical changes to the Property. If Buyer or its agents, employees, and consultants shall cause any damage to the Property in connection with such access, Buyer shall restore the Property to its original condition immediately preceding Buyer's entry to the Property to the reasonable satisfaction of Seller.

Before entering upon the Property, Buyer shall furnish to Seller evidence of (i) commercial general liability insurance coverage, including hired and non-owned auto liability coverage, (naming Seller as an additional insured) of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. No inspection shall involve the taking of samples or other physically invasive or damaging procedures without the prior written consent of Seller in its reasonable discretion. Buyer or its agents, employees, and consultants shall return the Property to its original condition immediately preceding Buyer's entry to the Property to the reasonable satisfaction of Seller and Buyer will dispose of any samples taken appropriately. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall indemnify, defend (with counsel acceptable to Seller) and hold Seller and each of their respective past, present and future affiliates (collectively, "**Seller's Affiliates**"), harmless from and against any and all losses, claims, damages and liabilities (including, without limitation, attorneys' fees incurred in connection therewith) arising out of or resulting from Buyer's exercise of its rights under this Section 2.3, including, without limitation, all fees, costs, expenses incurred in connection with its investigation of the Property; provided, Buyer shall have no obligation or liability to Seller as a result of any Hazardous Material discovered on the Property by Buyer or its agents, employees, and consultants, nor shall Buyer have any obligation or liability for any negligent acts or omissions of Seller, its employees, agents or tenants. The indemnification obligation of Buyer in this Section 2.3 shall survive termination of this Agreement.

2.4 Approval/Disapproval of Due Diligence Investigation. During such Due Diligence Period, the Buyer shall be entitled to undertake a complete review of the Property, which may include, but is not limited to, review of title, survey, zoning and land use

entitlements, including water, sewer and other utilities, environmental matters, geotechnical studies, development costs, economic feasibility and Buyer's ability to obtain acquisition financing. During the Due Diligence Period, Buyer may terminate this Agreement for any or no reason in Buyer's sole and absolute discretion upon written notice to Seller and the Escrow Holder, whereupon the Deposit and any interest accrued thereon shall be promptly returned to Buyer without the need for further instructions to do so. If Buyer approves of the results of its due diligence investigations, in the exercise of Buyer's sole and absolute discretion, then Buyer shall deliver written notice (the "**Approval Notice**") to Seller and Escrow Holder no later than the expiration of the Due Diligence Period. If Buyer fails to deliver the Approval Notice to Seller and Escrow Holder prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have disapproved the results of its due diligence investigations, whereupon this Agreement shall terminate, the Deposit and any interest accrued thereon shall be promptly returned to Buyer and, except as to provisions of this Agreement that survive such termination, this Agreement shall be of no further force and effect and the parties shall have no further obligations to one another arising out of this Agreement.

2.5 Discovery of Hazardous Materials. In the event that Buyer discovers the presence of Hazardous Materials on, under or about the Property during the Due Diligence Period which Hazardous Materials were not the result of Buyer's activities on the Property, Buyer may either (i) continue this Agreement, purchase the Property and accept the Property with such Hazardous Materials; or (ii) Buyer may elect to terminate this Agreement by providing a written notice of termination to the Seller and Escrow Holder and the Deposit shall be returned to Buyer, and all parties shall be released from their obligations hereunder.

2.6 Development of the Land. Buyer intends to develop the Property as an affordable housing development and may, in connection with such intended use, seek certain governmental or quasi-governmental approvals necessary or desirable to develop the Property as an affordable housing development, including, but not limited to, changes to zoning, annexation of the Property into utility or other districts, confirmation of the contemplated development's compliance with the California Environmental Quality Act, approval of general plan amendments, approval of a vesting tentative map, approval of a development agreement, approval of development plans, approval of one or more final maps, issuance of use permits and issuance of a grading permit (collectively, the "**Entitlements**"). Seller, at no cost or expense to Seller, shall reasonably cooperate with Buyer (if necessary) in Buyer's efforts to obtain the Entitlements; provided however, under no circumstance shall any Entitlements processed by Buyer bind Seller or become effective with respect to the Property until after the Close of Escrow.

2.7 No Further Leases. From and after the Effective Date, Seller shall not (i) encumber the Property in any manner, (ii) enter into any agreement related to or binding the Property during or after the term of this Agreement without Buyer's consent, or (iii) amend any existing lease or occupancy agreement or enter into any new lease or occupancy agreement for the Property without Buyer's consent.

2.8 Financing. Buyer's obligation to purchase the Property pursuant to the terms of this Agreement shall be contingent on Buyer's receipt, on or prior to the expiration of the Finance Contingency Period, of financing for the acquisition and development of the Property

from a lender or lenders acceptable to the Buyer in its sole and absolute discretion (collectively, the “**Financing**”). For purposes hereof, the "Finance Contingency Period" shall mean the period beginning on the Effective Date, and ending at 5:00 p.m. Pacific Time on the date which is ten (10) Days prior to the Closing Date. If Buyer has approved the Financing and elects, in its sole discretion, to proceed with the purchase of the Property, Buyer shall deliver no later than 5:00 p.m., California time, on the last Day of the Finance Contingency Period (i) to Seller, a written notice of election to proceed (the “**Election to Proceed**”) stating that the Buyer has approved the Financing and has not exercise its right to terminate this Agreement during the Finance Contingency Period and (ii) to Escrow Agent, a copy of the Election to Proceed. Buyer’s failure to deliver the Election to Proceed by 5:00 p.m., California time, on the last Day of the Finance Contingency Period shall be deemed to be Buyer’s exercise of its right to terminate this Agreement.

ARTICLE 3 CONDITIONS TO BUYER’S OBLIGATIONS

All duties of Buyer to purchase the Property shall be expressly conditioned upon the occurrence and satisfaction of each of the conditions set forth below on or before the Closing Date, unless a sooner date is set forth in the clause relating to a condition, in which event such condition must be satisfied within the earlier time. If any of the conditions contained herein shall not be met within the time period related to the condition, Buyer shall have the right to terminate this Agreement. The failure of Buyer to notify Seller and Escrow Holder, in writing, of the failure of any condition on or prior to the date required for satisfaction of same shall be conclusively deemed a satisfaction and/or waiver of said condition. If Buyer, pursuant to written notice, does not elect to proceed with this Agreement then, except as to obligations which specifically are stated to survive such termination, each party shall be discharged of its duties hereunder.

3.1 Due Diligence. Buyer shall have delivered its Approval Notice accordance with this Agreement.

3.2 Election to Proceed. Buyer shall have delivered its Election to Proceed in accordance with this Agreement.

3.3 Title Policy. At Closing, Title Insurer being ready, willing and able to issue its standard owner’s CLTA Policy of Title Insurance (“**Title Policy**”) insuring title to the Property vested in Buyer subject only to the Permitted Exceptions and with coverage in an amount reasonably acceptable to Buyer, which coverage shall not be less than the Purchase Price. Buyer may, at its option, request an extended coverage ALTA Owner’s Form Policy of Title Insurance (“**ALTA Policy**”) provided that the issuance of said extended coverage ALTA Policy does not delay the Closing, and any additional costs will be governed by Section 10.4.3 of this Agreement. Any documents required to be signed by Seller with respect to any extended coverage ALTA Policy shall be subject to the review and approval of Seller in its reasonable discretion.

3.4 Condition of Property. At Closing the Property shall be in substantially the same condition as of the Effective Date (ordinary wear and tear, casualty and condemnation,

and all damages caused by or on behalf of Buyer, its employees, agents and consultants excepted). If the Property is not in substantially the same condition, then at the election of Buyer, either (i) Buyer may continue this Agreement and purchase the Property; or (ii) Buyer may elect to terminate this Agreement.

3.5 Seller's Representations. As of the Closing each of the representations and warranties of Seller contained in the Article captioned "Representations and Warranties of Seller" shall be true and correct in all material respects, to the same extent as if made as of the date of the Closing.

3.6 Seller's Covenants Fulfilled. Seller shall have performed in a timely fashion all covenants made by Seller under this Agreement.

3.7 Delivery of Possession. At Closing, Seller shall deliver possession of the Property to Buyer free and clear of any and all tenancies or occupancies.

ARTICLE 4 TITLE

Within three (3) business days following the Effective Date, Buyer shall obtain a current preliminary title report (the "**Title Report**") dated subsequent to the Effective Date and describing the Property, together with full copies of all exceptions set forth therein and a legal description of the Property. Buyer shall have thirty-five (35) Days (the "**Title Approval Period**") to notify Seller of Buyer's disapproval of any exception shown in the Title Report or the legal description. If Buyer does not give written notice of approval or disapproval within the Title Approval Period, the Title Report shall be deemed approved. If Buyer disapproves in writing of any exception, Seller shall have ten (10) Days from the date of Seller's receipt of written notice of the disapproval either (i) to give written notice to Buyer that Seller shall remove the disapproved exception prior to Closing or (ii) to give written notice to Buyer that Seller cannot or will not remove such disapproved exception. Notwithstanding any other provision of this Article 4, by execution of this Agreement Seller agrees that, at or prior to Closing, it will remove the liens of all delinquent real property taxes and assessments, any mechanic's liens (except mechanic's liens caused by Buyer or its employees, agents, or consultants during the Due Diligence Period), judgment liens against Seller, and any other monetary lien from title at or prior to Closing.

4.1 Seller's Response to Disapproved Exception. If Seller fails to notify Buyer of Seller's response to any disapproved exception within the permitted period, Seller shall be deemed to have elected not to remove such disapproved exception.

4.2 Buyer Response to Seller Notice of Non Removal. If Seller elects (whether by written notice or by failure to respond) not to remove any disapproved exception, Buyer shall have until the expiration of the Due Diligence Period to either (i) to terminate this Agreement, or (ii) to waive its disapproval of such exception and agree to purchase the Property subject to the disapproved exception. If Buyer delivers its Approval Notice pursuant to Section 2.4, Buyer

shall be deemed to have elected to proceed with this Agreement and take title to the Property subject to such previously disapproved exception.

4.3 Buyer's Election Following Seller's Response. If Buyer, pursuant to written notice, elects to terminate this Agreement then, except as to obligations which specifically are stated to survive such termination, each party shall be discharged of its duties hereunder.

4.4 Permitted Exception. A "**Permitted Exception**" shall be any exception on the Title Report which Buyer has approved hereunder, including by Buyer's failure to disapprove such exception, or by Buyer's waiver of a disapproval pursuant to Section 4.2, but in no event shall the lien of any delinquent real property taxes, deed of trust, mechanic's liens (except mechanic's liens caused by Buyer or its employees, agents, or consultants during the Due Diligence Period) or judgment lien against Seller be a Permitted Exception.

ARTICLE 5 COVENANTS OF SELLER

Seller covenants and agrees as follows:

5.1 Cooperation with Buyer. o reasonably cooperate with Buyer, but at no cost to Seller, except as specifically provided herein, in obtaining the satisfaction of each of the Conditions to Buyer's obligations described in the Article 3 captioned "Conditions to Buyer's Obligations."

5.2 Delivery of Documents and Information. To deliver or make available to Buyer within five (5) business days from the Effective Date, copies of any and all of the following documents in Seller's possession or reasonable control (collectively the "**Due Diligence Documents**"): all books, tenant records, rent rolls with contact information, appraisals; environmental reports; soils and geotechnical investigation reports; physical condition reports; boundary, topographic and other surveys; site engineering studies and plans; building plans and specifications; real and personal property tax bills for the last three calendar years, together with a copy of the current notice of assessment for the Property, if available; any written notices from any governmental entity relating to the Property and any correspondence to or from a governmental entity relating to the Property; all insurance policies currently in force affecting the Property together with copies of all premium notices therefor; all utility bills including gas, electricity, water, telephone, sewage charges, if any, garbage and/or trash removal, for the twelve (12) month period immediately preceding the Effective Date; all maintenance or other service contracts in force on the Effective Date. Without limiting the generality of the foregoing, Seller shall deliver to Buyer within three (3) Days of the Effective Date any and all leases, rental agreements and other written occupancy agreements with regard to the Property; and a full description of any oral agreements regarding occupancy rights to the Property.

5.3 Maintenance. To maintain the Property in the same condition as exists on the Effective Date (ordinary wear and tear, casualty and condemnation, and all damages caused by or on behalf of Buyer, its employees, agents and consultants excepted).

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

6.1 Authority. This Agreement has been, and all other documents delivered by Seller to Buyer prior to or at Closing shall be, duly authorized and executed and delivered by Seller, shall be legal, valid, and binding obligations of Seller, collectively sufficient to convey title. No approval of any party, including without limitation, court approval, is required for Seller to complete this transaction and convey title to the Property to Buyer.

6.2 Compliance with Agreements. Neither this Agreement nor anything provided to be done hereunder, including, but not limited to, the conveyance of the Property, violates or shall violate any contract, agreement or instrument to which Seller is a party or which affects the Property.

6.3 State of Facts. Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor is there any state of facts or circumstances or condition or event which, after notice or lapse of time or both, would constitute or result in any such default.

6.4 Special Assessments or Condemnation. That to the best actual knowledge of Seller, there are not presently pending any special assessments or condemnation actions against the Property nor has Seller received any written notice of any special assessments or condemnation actions being contemplated.

6.5 Litigation. Seller is not involved in or aware of any pending or threatened litigation which does or will affect the Property. There are no actions or proceedings pending or, to the best actual knowledge of Seller, threatened against Seller before any court or administrative agency in any way connected with or relating to the Property, or affecting Seller's ability to fulfill all of its obligations under this Agreement.

6.6 Unaltered Copies. To Seller's current actual knowledge and without any inquiry or investigation, copies of all documents delivered to Buyer by Seller pursuant to this Agreement are unaltered reproductions of the documents in Seller's possession.

6.7 No Violations. Seller has received no written notice, and Seller has no actual knowledge, that any governmental authority or any employee or agent thereof considers any construction on the Property or the operation, use or ownership of the Property to have violated any ordinance, rule, law, regulation, or order of any governmental agency, body or subdivision thereof or that any investigation has been commenced or is contemplated respecting any possible violation.

6.8 Permits from Private Parties. To the best of Seller's actual knowledge, there are no commitments to or agreements with any private person affecting the Property which have not been disclosed by Seller to Buyer in writing.

6.9 Leases. There are no leases upon which Seller is obligated pertaining to the Property.

6.10 Encroachments. To the best of Seller's actual knowledge, there are no encroachments on the Property from adjoining property, and the Property does not encroach on any adjoining property, easements, or streets.

6.11 Service Contracts. There are no service contracts or other contractual obligations upon which Seller is obligated pertaining to the Property except those which can be terminated without penalty or fee upon not more than thirty (30) days' written notice.

6.12 Hazardous Materials. That to the best of Seller's actual knowledge, except as otherwise disclosed in this Agreement: (i) there are not now nor have there ever been any underground or above ground storage tanks located on the Property, (ii) there is no other Hazardous Materials in existence on or below the surface of the Property, which constitutes a violation of any law, ordinance, rule or regulation of any governmental entity having jurisdiction over the Property, or which subjects the owner of the Property to any liability to third parties. Seller has not introduced, or knowingly permitted any other party to introduce, any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws; and, except as has been previously disclosed in writing to Buyer, Seller has not received written notice of the past or present existence of any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws.

6.13 Disclaimer of Seller's Relocation Rights. Seller acknowledges and agrees that the transaction contemplated by this Agreement is a voluntary transaction, the Property is available on the open market, and if the parties are unable to reach an agreement, to the actual knowledge of Seller, there is no written threat of eminent domain. Seller acknowledges and agrees that Seller is not entitled to relocation assistance in connection with this transaction.

6.14 New Information. Each of the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on the date hereof and as of the Closing. Seller shall notify Buyer immediately of any new facts or circumstances that become known to Seller that would make untrue any of the foregoing representations and warranties contained in this Article 6, and if Seller is willing or able to cure or attempt to cure such new facts or circumstances prior to Closing. If Buyer discovers or acquires knowledge prior to the Closing of any new facts or circumstances or any inaccuracy in any of Seller's representations and warranties, Buyer shall notify Seller in writing of such new facts or circumstances or any inaccuracy in any of Seller's representations and warranties, and promptly following receipt of any such written notice, Seller shall notify Buyer in writing if Seller is willing or able to cure or attempt to cure such new facts or circumstances or such inaccuracy prior to Close of Escrow. If (i) Seller notifies Buyer that Seller is unable or unwilling to cure such new facts or circumstances or such inaccuracy discovered by either Seller or Buyer as described above, or (ii) after giving written notice of Seller's willingness to attempt to cure such new facts or circumstances or such inaccuracy, Seller determines that Seller is unable or unwilling to cure such new facts or circumstances or such inaccuracy prior to Closing and Seller notifies Buyer in writing that Seller is unable or unwilling to cure such new facts or circumstances or such inaccuracy prior to Closing, then Buyer shall notify Seller in writing within fifteen (15) days after receipt of such

written notice from Seller under subparts (i) or (ii) above, of Buyer's election to either (A) terminate this Agreement, or (B) proceed to the Close of Escrow, in which event Buyer shall be deemed to have waived such new facts or circumstances or such inaccuracy, and Buyer shall have no further rights against Seller in connection with such facts or circumstances or such inaccuracy, unless and to the extent such facts, circumstances or inaccuracy result from Seller's fraud or intentional misrepresentation. Closing shall be delayed, if required, in order to provide Buyer fifteen (15) days to evaluate the impact of such new facts or circumstances or such inaccuracy which cannot or will not be cured and to make the election provided herein.

6.15 Survival. Seller's representations, warranties and covenants contained in this Article 6 shall survive Closing for a period of eighteen (18) months from the Closing (the "Survival Period").

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

7.1 Authority. This Agreement has been, and all other documents delivered by Buyer to Seller prior to or at Closing shall be, duly authorized and executed and delivered by Buyer, shall be legal, valid, and binding obligations of Buyer. No approval of any party, including without limitation, court approval, is required for Buyer to complete this transaction and purchase the Property from Seller.

7.2 Compliance with Agreements. Neither this Agreement nor anything provided to be done hereunder, including, but not limited to, the purchase of the Property, violates or shall violate any contract, agreement, instrument or restriction imposed by law to which Buyer is a party or is bound.

7.3 State of Facts. To the extent that Buyer is in default of any of its obligations or liabilities not directly related to the Property, such defaults will not impair Buyer's ability to perform its obligations under this Agreement.

7.4 Litigation. Buyer is not involved in or aware of any pending or, to Buyer's best knowledge, threatened litigation, or actions or proceedings pending or threatened against Buyer before any court or administrative agency, which does or will affect its ability to perform its obligations pursuant to this Agreement.

7.5 New Information. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on the date hereof and as of the Closing. Buyer shall notify Seller promptly of any new facts or circumstances that become known to Buyer that would make materially untrue any of the foregoing representations and warranties contained in this Article 7, and if Buyer is willing or able to cure or attempt to cure such new facts or circumstances prior to Closing. If Seller discovers or acquires knowledge prior to the Closing of any new facts or circumstances or any inaccuracy in any of Buyer's representations and warranties, Seller shall notify Buyer in writing of such new facts or circumstances or any inaccuracy in any of Buyer's representations and warranties, and promptly

following receipt of any such written notice, Buyer shall notify Seller in writing if Buyer is willing or able to cure or attempt to cure such new facts or circumstances or such inaccuracy prior to Closing. If (i) Buyer notifies Seller that Buyer is unable or unwilling to cure such new facts or circumstances or such inaccuracy discovered by either Seller or Buyer as described above, or (ii) after giving written notice of Buyer's willingness to attempt to cure such new facts or circumstances or such inaccuracy, Buyer determines that Buyer is unable or unwilling to cure such new facts or circumstances or such inaccuracy prior to Closing and Buyer notifies Seller in writing that Buyer is unable or unwilling to cure such new facts or circumstances or such inaccuracy prior to Closing, then Seller shall notify Buyer in writing within fifteen (15) days after receipt of such written notice from Buyer under subparts (i) or (ii) above, of Seller's election to either (A) terminate this Agreement, or (B) proceed to the Close of Escrow, in which event Seller shall be deemed to have waived such new facts or circumstances or such inaccuracy, and Seller shall have no further rights against Buyer in connection with such facts or circumstances or such inaccuracy, unless and to the extent such facts, circumstances or inaccuracy result from Buyer's fraud or intentional misrepresentation. Closing shall be delayed, if required, in order to provide Seller fifteen (15) days to evaluate the impact of such new facts or circumstances or such inaccuracy which cannot or will not be cured and to make the election provided herein.

7.6 Survival. Buyer's representations and warranties contained in this Article 7 shall survive Closing for the Survival Period. Seller shall have the right to bring an action against Buyer on the breach of a representation or warranty under this Article 7 by Buyer, but only on the following condition, Seller first learns of the breach after the Closing and files such action within the Survival Period. Except to the extent expressly limited in this paragraph (ex: the "Survival Period"), the provisions of this Article 7 shall survive the Close of Escrow.

ARTICLE 8
ACQUISITION OF PROPERTY "AS IS"; RELOCATION

8.1 AS-IS. Buyer hereby acknowledges that, except as expressly provided in this Agreement or any of the Seller's closing documents, the Property will be sold to Buyer "AS IS", "WHERE IS" and "WITH ALL FAULTS", and except for the express Seller representations and warranties contained in this Agreement and the Seller's closing documents, there are no representations and/or warranties, express or implied, made by Seller in connection with the transactions contemplated in this Agreement. Buyer acknowledges and agrees that, except as otherwise stated in this Agreement and in the Seller's closing documents, (1) Buyer shall rely upon Buyer's own due diligence in determining whether the Property is suitable for purchase by Buyer; (2) Buyer has been given a reasonable opportunity to inspect and investigate the Property, and all aspects relating thereto, either independently or through agents, employees, consultants and experts of Buyer's choosing; and (3) Buyer is acquiring the Property based exclusively upon Buyer's own investigations and inspections thereof and the express representations and warranties of Seller contained in this Agreement and in the Seller's closing documents.

8.2 Relocation

(a) Buyer's acquisition of the Property may trigger compliance with local, state and/or federal relocation laws (the "Relocation Laws"). Seller shall cooperate with Buyer as

necessary to permit Buyer to comply with its obligations under the Relocation Laws, at no out-of-pocket cost to Seller.

(b) Buyer does not have authority to acquire the Property by eminent domain and the Purchase Price represents the current market value of the Property. In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

ARTICLE 9
RISK OF LOSS

9.1 Damage by Insured or Uninsured Casualty. Notwithstanding anything to the contrary contained in this Agreement, if all or any portion of the Property is damaged or destroyed prior to Closing, the parties agree that the provisions set forth below will apply:

If damage or destruction shall have been caused by an insured casualty, then Buyer may elect by written notice delivered to Seller within twenty (20) days following the date Buyer is notified of the damage, in Buyer's sole discretion, to continue this Agreement in full force and effect and to purchase the Property in its damaged condition in which event Seller shall assign to Buyer all insurance proceeds due, if any, as a result of such damage and destruction, less any portion of such insurance proceeds utilized by Seller prior to the Closing to put the improvements on the Property in a safe and non-hazardous condition, and Buyer shall receive a credit against the Purchase Price payable at Closing in an amount equal to Seller's deductible.

If damage or destruction shall have been caused by an uninsured casualty, then Buyer may elect by written notice delivered to Seller within twenty (20) days following the date Buyer is notified of the damage, in Buyer's sole discretion, to continue this Agreement in full force and effect and to purchase the Property in its damaged condition without any credit or deduction from the Purchase Price.

9.2 Buyer's Election to Terminate. Following a damage or destruction, if Buyer does not elect to continue this Agreement in full force and effect by delivery of written notice to Seller pursuant to Section 9.1, then this Agreement shall automatically terminate, and Seller and Buyer each shall be released from its obligations hereunder, except those obligations that expressly survive the termination of this Agreement.

9.3 Condemnation. Notwithstanding anything to the contrary contained in this Agreement, if all or any portion of the Property becomes subject to a condemnation proceeding during the term of this Agreement, then Buyer may elect by written notice delivered to Seller within twenty (20) days following the date Buyer is notified of the condemnation proceeding, in Buyer's sole discretion, to continue this Agreement in full force and effect and to purchase the remainder of the Property in which event Seller shall assign to Buyer all condemnation proceeds due as a result of such condemnation. Following a condemnation, if Buyer does not elect to continue this Agreement in full force and effect by delivery of written notice to Seller pursuant to

this Section 9.3, then this Agreement shall automatically terminate, and Seller and Buyer each shall be released from its obligations hereunder, except those obligations that expressly survive the termination of this Agreement.

ARTICLE 10
ESCROW CLOSING

The transaction contemplated by this Agreement shall be consummated through an escrow opened with Escrow Holder. Seller and Buyer each agrees to deposit with Escrow Holder all funds and documents necessary to consummate the transaction contemplated by this Agreement on or before the Closing Date.

10.1 Payment of Purchase Price. The Purchase Price shall be paid at Closing in all cash.

10.2 Closing Date. Except as otherwise set forth herein, the escrow closing date (the “**Closing Date**”) shall be sixty (60) Days following the expiration of the Due Diligence Period. If the Closing occurs, any portion of the Deposit released or in escrow plus any accrued interest shall be applied against the Purchase Price on the Closing Date; provided, however, Buyer shall have an option to extend the Closing Date by sixty (60) Days (the “**Extension Option**”) by depositing an additional \$25,000 into Escrow (the “**Extension Deposit**”), which Extension Deposit shall be immediately released and nonrefundable to Buyer. If the Closing occurs, any portion of the Extension Deposit released or in escrow plus any accrued interest shall be applied against the Purchase Price on the Closing Date. Notwithstanding any other provision of this Agreement, the Closing must occur on or before October 31, 2021, and if the Closing shall not have occurred by that time, either Seller or Buyer may provide written notice to the other whereupon this Agreement will terminate and the Deposit shall be disbursed to Seller in the absence of any material breach by Seller of this Agreement). In such case, this Agreement shall be of no further force and effect and the parties shall have no further obligations to one another arising out of this Agreement.

10.3 Prorations. Rent actually received by Seller under any Leases for the month in which Closing occurs shall be prorated between Buyer and Seller as of the Closing. Seller shall pay any and all delinquent real property taxes at Closing. Current real property taxes and any current assessment payment shall be prorated between Buyer and Seller as of Closing. Seller shall be solely responsible for payment of all utilities serving the Property before the Closing, and Buyer shall be solely responsible for payment of all utilities serving the Property after the Closing.

10.4 Closing Charges. Seller and Buyer shall pay the following closing costs:

10.4.1 County Transfer Taxes. Buyer shall pay County of Sacramento documentary transfer taxes.

10.4.2 City Transfer Taxes. Buyer shall pay City of Elk Grove documentary transfer tax.

10.4.3 Title Insurance Premium/Escrow Fees. Buyer shall pay the premium for Buyer's policy of title insurance and all escrow fees and recording charges for documents to be recorded at Closing (excluding any documents to release the liens of all delinquent real property taxes and assessments, any mechanic's liens (except mechanic's liens caused by Buyer or its employees, agents, or consultants during the Due Diligence Period), judgment liens against Seller, and any other monetary lien for which Seller is responsible, which shall be paid by Seller).

10.4.4 Attorneys' Fees and Costs. Buyer and Seller shall each pay its own attorneys' fees and costs incurred in connection with the preparation of this Agreement and closing the transaction described herein.

10.5 Deposit by Seller. Seller shall deposit with Escrow Holder in sufficient time for escrow to close on or before the Closing Date the following:

10.5.1 Grant Deed. A duly executed and acknowledged grant deed (the "**Grant Deed**") in the form attached hereto as Exhibit B and made a part hereof describing the Property;

10.5.2 Assignment of Intangible Property. An original of an Assignment of Intangible Property, in the form attached hereto as Exhibit C (the "Intangible Assignment"), executed by Seller, as assignor;

10.5.3 IRC 1445. All documents required under Internal Revenue Code Section 1445 certifying that Seller is not a "foreign person." In the event Seller fails to deliver such documentation, Buyer may elect to withhold sums from the sales price in accordance with the Internal Revenue Code Section 1445;

10.5.3 R & T 18662. All documents required under California Revenue and Taxation Code section 18662 certifying that Seller is a California resident or is otherwise exempt from withholding under California Revenue and Taxation Code section 18662. In the event any party fails to deliver such documentation Buyer may elect to withhold sums from the sales price in accordance with Revenue and Taxation Code Section 18662;

10.5.6 Additional Documents. Such other documents and funds, including, without limitation, an owner's affidavit and escrow instructions as are required of Seller to close the sale in accordance with this Agreement.

10.6 Deposit by Buyer. Buyer shall deposit with Escrow Holder, in sufficient time for escrow to close on or before the Closing Date the following:

10.6.1 Cash. Cash as required from Buyer to pay the balance of the Purchase Price at close the escrow;

10.6.2 Prorations and Closing Costs. Additional cash in the amount necessary to pay Buyer's share of closing costs and prorations;

10.6.3 Additional Documents. Such other documents and funds, including without limitation, a preliminary change of ownership report and escrow instructions, as are required of Buyer to close the purchase in accordance with this Agreement.

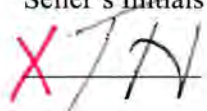
10.7 Escrow Holder as Reporting Person. Escrow Holder shall agree to fulfill any applicable reporting requirements under Section 6045 (e) (Real Estate Transaction Reporting) and Section 6050J (Foreclosure and Abandonment Reporting) of the Internal Revenue Code (IRC). In addition, Escrow Holder shall agree to fulfill any applicable Federal and California State withholding requirements for sales of property by "foreign" and "out-of-state" persons under Section 1445 of the IRC and Section 18662 of the California Revenue and Taxation Code, respectively. Neither Seller nor Buyer will be engaging in such information reporting or withholding. Escrow Holder shall agree to indemnify and hold Seller and Buyer harmless from any damages, costs, expenses, attorney's fees, fines or penalties that Seller or Buyer, or any of their affiliated entities, agents, employees, consultants, or attorneys may incur if Escrow Holder fails to fulfill the above information reporting or withholding requirements.

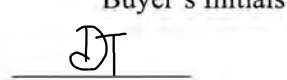
ARTICLE 11 LIQUIDATED DAMAGES

IF THE TRANSACTION CONTEMPLATED HEREBY DOES NOT CLOSE DUE TO BUYER'S DEFAULT, WHEN SELLER IS OTHERWISE ABLE TO CLOSE, THEN IN SUCH EVENT SELLER MAY TERMINATE THIS AGREEMENT, AND SELLER SHALL THEREUPON BE RELEASED OF ITS OBLIGATIONS TO SELL THE PROPERTY HEREUNDER. SELLER AND BUYER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, DAMAGES FROM SUCH BREACH ARE NOW AND WOULD BE DIFFICULT AND IMPRACTICAL TO DETERMINE; AND THAT IN THE EVENT OF SUCH BREACH, AND BUYER'S FAILURE TO CURE SUCH BREACH WITHIN FIVE (5) DAYS FOLLOWING BUYER'S RECEIPT OF WRITTEN NOTICE OF SUCH BREACH, SELLER SHALL BE ENTITLED TO RECEIVE OR RETAIN ANY PORTION OF THE DEPOSIT SPECIFIED BY THE TERMS OF THIS AGREEMENT AS NONREFUNDABLE AS OF THE DATE OF SUCH DEFAULT AS LIQUIDATED DAMAGES, AND NOT BY WAY OF FORFEITURE OR PENALTY, AS ITS SOLE REMEDY AT LAW AND IN EQUITY. SELLER HEREBY WAIVES ALL RIGHT TO SPECIFIC PERFORMANCE. THE PARTIES AGREE, BY INITIALING BELOW, THAT THE LIQUIDATED DAMAGES PROVIDED ABOVE REPRESENT A REASONABLE SUM UNDER THE CIRCUMSTANCES TO BE PAID TO SELLER IN THE EVENT OF A DEFAULT BY BUYER. NOTWITHSTANDING THE FOREGOING, OR ANY OTHER PROVISION TO THE CONTRARY, THIS ARTICLE 11 SHALL IN NO WAY LIMIT SELLER'S RECOVERY UNDER ANY INDEMNIFICATION OBLIGATION OF BUYER UNDER THIS AGREEMENT OR SELLER'S RECOVERY UNDER SECTION 12 HEREOF. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS ARTICLE 11 AND AGREE TO BE BOUND BY ITS TERMS.

NOTWITHSTANDING THE TERMS OF THIS ARTICLE 11, SELLER'S RETENTION OF THE DEPOSIT AND OTHER AMOUNTS NOTED AS LIQUIDATED DAMAGES HEREUNDER IS NOT INTENDED AS A FORFEITURE OR PENALTY

WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677. THE PARTIES HERBY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE PROVISIONS OF THIS ARTICLE 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Seller's Initials


Buyer's Initials


ARTICLE 12 DISPUTE RESOLUTION

12.1 Dispute Resolution. It is the desire and intention of the parties to expeditiously resolve any claim, controversy, breach or dispute arising out of this Agreement (individually, the "Dispute" and collectively, the "Disputes").

12.2 Mediation.

a. Authorization. Any and all Disputes shall first be submitted to mediation. Said mediation is voluntary, non-binding, and intended to provide an opportunity to evaluate each other's case and arrive at a mutually agreeable solution.

b. Initiation of Mediation. The parties may initiate mediation by serving on all other parties to the Dispute a Request for Mediation. The Request for Mediation shall include a brief description of the Dispute between the parties.

c. Selection of Mediator. Upon receipt of a Request for Mediation, within fourteen (14) days, the parties shall meet and confer to select a mediator. If within twenty-one (21) days of receipt of a Request for Mediation, the parties cannot agree to a mediator, any party may request a mediator be appointed by JAMS or another dispute resolution service if another can be mutually agreed upon by the parties.

d. Expenses. Expenses of the mediation shall be borne equally by the parties unless they agree otherwise.

12.3 Arbitration. Prior to filing any judicial action, the parties are encouraged to discuss whether arbitration is mutually agreeable. However, this provision shall not be construed or interpreted as requiring mandatory arbitration.

12.4 Jurisdiction and Venue. In any litigation connected with this Agreement, the parties hereby consent to personal jurisdiction of the courts of the State of California with respect to any legal action to enforce the terms and conditions of this Agreement or otherwise arising under or with respect to this Agreement, and agree that the Superior Court of California, County of Sacramento, or, if applicable, federal District Court sitting in the County of Sacramento, State of California, shall be the sole venue, and the State of California shall be the sole forum, for the bringing of such action.

12.5 Waiver of Jury Trial. THE PARTIES UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THIS WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT, ANY EXHIBIT TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12.6 Severance Clause. In the event that any provision (or any portion thereof) of this Dispute Resolution Process, including, but not limited to the agreement to arbitrate is held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect.

ARTICLE 13
GENERAL PROVISIONS

13.1 Notices. Any and all written communications required or permitted by this Agreement or by law to be served or given to or by either party or the Escrow Holder, shall be in writing and deemed served and given when personally delivered. In lieu of personal service, notices may be delivered by U.S. mail, certified or registered, return receipt requested, or by recognized delivery service (such as Federal Express or UPS) in which event the notice shall be deemed received only (i) when actually received, as evidenced by the records of the delivery service or (ii) if receipt is refused, on the date of first notice of attempted delivery, as reflected by records of the delivery service. Further, notice may be delivered by electronic telecommunication such as facsimile or email of such written notice during normal business hours in which event notice shall be deemed given when such written telecommunication is received by the party to be notified. Any notice sent by electronic mail must be followed up by a copy sent by U.S. mail, certified or registered, return receipt requested, or by nationally recognized overnight delivery service within forty-eight (48) hours of such communication in accordance with the foregoing.

Any notices to be delivered to Seller shall be addressed to:

Haggard Family Trust
Attn: Theresa Haggard
7691 Silver Bridge Road
Palo Cedro, CA 96073
Email: theresahaggard@rocketmail.com

With copy to:

Kutak Rock LLP
Attn: Rayburn W. Green

execution of this Agreement. All modifications, amendments or additions to this Agreement must be in writing signed by Seller and Buyer.

13.4 Time of the Essence. Time is of the essence for the performance of each and every covenant and the satisfaction of each and every condition contained in this Agreement.

13.5 Successors and Assigns. Subject to Article 18 hereof, this Agreement shall be binding upon and inure to the benefit of the respective permitted assigns, heirs, successors and legal representatives of each of the parties. Buyer's rights and obligations under this Agreement shall be freely assignable by Buyer.

13.6 Headings. The headings in this Agreement are for the purpose of reference only and shall not limit or define the interpretation of the content of this Agreement.

13.7 Counterparts. This Agreement may be executed in any number of counterparts or duplicate originals, each of which is an original for all purposes.

13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California.

13.9 Electronic Signatures. A signature on a copy of this Agreement from Buyer or Seller delivered by facsimile transmission or electronic signature is binding upon such party as an original.

13.10 Seller Exchange. Seller may desire to dispose of the Property by way of an exchange under Internal Revenue Code section 1031. In such event, Buyer consents to the assignment by Seller of Seller's rights under this Agreement to an exchange accommodator. Further, Buyer will cooperate with Seller in structuring an exchange for Seller so long as:

- A. The exchange does not extend the date for Closing hereunder;
- B. Seller's obligations hereunder are not limited by such exchange;
- C. Buyer is not required to take title to any property other than the Property and Buyer does not incur any additional liability, cost or expense with regard to the exchange; and
- D. Seller reimburses Buyer for any cost or expense involved in the exchange.

Seller hereby agrees to indemnify, defend and hold harmless Buyer from any loss, cost, expense (including attorneys' fees) or claim arising from Buyer's cooperation with an exchange by Seller, which obligation shall survive the Closing.

13.11 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

13.12 Partial Invalidity. If any portion of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be

deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

ARTICLE 14
BROKERAGE COMMISSION

Buyer's broker in this transaction is Duke Cooke of Eminent Resources, Inc. ("Buyer's Broker"), acting exclusively for Buyer. Seller's broker in this transaction is Melanie Webb of Ellington Properties ("Seller's Broker"), acting exclusively for Seller. Seller shall be solely responsible for the payment of a commission to Seller's Broker. Buyer shall be solely responsible for the payment of a commission to Buyer's Broker. If any other broker or finder makes a claim for a commission or finder's fee based upon a contract, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's attorney's fees, if necessary, arising out of the broker's or finder's claim. The indemnity obligations under this Article 14 shall survive any termination of this Agreement and/or the Closing and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation. Seller shall not be liable with respect to any agreement between Seller's Broker and Buyer's Broker to split any commission paid by Seller to Seller's Broker.

ARTICLE 15
BUYER'S REMEDIES


In the event Seller fails to perform its obligations in any material respect pursuant to this Agreement for any reason except the failure by Buyer to perform hereunder (a "Seller Default"), Buyer's sole remedies shall be to either: (i) terminate this Agreement and receive a refund of the Deposit, in which case neither party shall have any further liability hereunder except as otherwise expressly provided herein; or (ii) seek specific performance of this Agreement; provided, however, in the event a Seller Default occurs after the date Buyer delivers its Approval Notice pursuant to Section 2.4 above, in the event Buyer elects to terminate this Agreement and receive a refund of the Deposit, Buyer shall also be entitled reimbursement of Buyer's Reimbursable Expenses. In no event shall Buyer be entitled to seek any form punitive, compensatory, general, special and/or incidental damages, except as set forth above. As used herein, "Buyer's Reimbursable Expenses" shall mean the actual and documented third party costs and expenses incurred by Buyer in connection with Buyer's pursuit of the transactions contemplated in this Agreement (including reasonable legal fees and due diligence costs) prior to the termination of this Agreement; provided, however, Seller shall not be obligated to reimburse Buyer under this Agreement for Buyer's Reimbursable Expenses in excess of \$40,000.00.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set forth below.

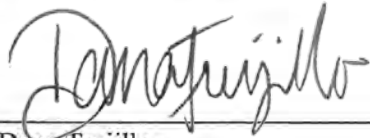
SELLER:

HAGGARD FAMILY TRUST

By: 
Name: Theresa Haggard
Title: Trustee

BUYER:

EXCELERATE HOUSING GROUP LLC

By: 
Name: Dana Trujillo
Title: CEO & President / Manager

Acceptance by Escrow Holder:

Commonwealth Land Title Company hereby acknowledges that it has received originally executed counterparts or a fully executed original of the foregoing Agreement for the Purchase and Sale of Real Property and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2021

COMMONWEALTH LAND TITLE
COMPANY

By: _____
Name: _____
Title: _____

Exhibit A

LEGAL DESCRIPTION

All that portion of Lots 1 and 14, as shown on the "Plat of Gunter's Addition to Elk Grove", recorded in the office of the County Recorder of Sacramento County, May 18, 1912, in Book 13 of Maps, Map No. 21, described as follows:

Beginning at a point in the center line of Main Street located North 89° 56' West 341.70 feet from the Northeast corner of said Lot 1 (said Northeast corner being located on the center line of said main street 60 feet in width); thence North 89° 56' West 115 feet along the North line of said Lot 1 to the Northeast corner of Lot conveyed to Reginald Rolfe by Deed recorded in Book 496 of Deeds, at page 91; thence along Rolfe's East line, South 0° 02' 1/2' West 201.24 feet; thence along Rolfe's South line and the extension thereof, North. 89° 56' West 641.70 feet to the Southwest corner of Lot conveyed to Birdie F. Mitchell by Deed recorded in Book 484 of Deeds, at page 584, thence South 0° 02' 1/2' West 18 feet to the Northwest corner of Lot conveyed to John W. Roden by Deed recorded in Book 484 of Deeds, at page 586, thence along Roden's North line South 89° 56' East 661.70 feet to the Northeast corner of Roden's lot; thence along Roden's East line South 0° 02' 1/2' West 174 feet to the South line of said Lot 1; thence along the South line of said Lot 1, South 89° 56' East 95.58 feet to a point; thence North, parallel to the East line of said Lot 1, 393.24 feet to the point of beginning.

Apn: 134-0072-011

Exhibit B

GRANT DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

A.P.N.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ hereby GRANT(S) to _____, a
_____, that certain real property in the County of
Sacramento, State of California, more particularly described in Exhibit A, attached hereto and
made a part hereof.

Dated: _____, 2021

Mail Tax Statements To: Same Address as Above.

Exhibit A to Grant Deed

Legal Description

(to be attached)

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 _____)

County of _____)

On _____ before me, _____, 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 _____

(Seal)

Exhibit C

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (“Assignment”), is made as of the _____ day of _____, _____, by and between _____ (“Assignor”), and _____, a _____ (“Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into that certain Agreement for the Purchase and Sale of Real Property, dated _____, _____ (“Agreement”), for the purchase and sale of the “Property” (as defined in the Agreement).

WHEREAS, this Assignment is being made pursuant to the terms of the Agreement for the purpose of conveying and assigning to Assignee all of Assignor’s rights, title and interest in the “Intangible Rights” (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Conveyance and Assignment of Intangible Property. Assignor hereby grants, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest, if any, to the extent assignable without any consent required, in the following (the “Intangible Rights”):

(a) All contract rights, warranties, guaranties and licenses which benefit the Property (as defined in the Agreement);

(b) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Property;

(c) All plans and specifications and other work product renderings, including, without limitation, architectural and engineering plans and specifications, landscaping designs, construction plans for the Real Property (including, without limitation, the grading and drainage plans, water/sewage plans, street plans and dry utility plans), and plans for fencing, screening, entryway improvements (including all associated landscaping and irrigation), signage and all amenities;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits), approvals, permissions, environmental clearances, authority to subdivide the Property, rights, licenses and permits which relate to all or any of the Property; and

(e) All general intangibles relating to the development or use of the Property, including, without limitation, all development rights, air rights, water rights, pre-paid fees, deposits, fee and tax credits, refunds, all names under which or by which the Property or any

portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Property.

2. “As-Is”. The Intangible Rights are hereby acquired by Buyer “as is” without any representation or warranty of any kind or nature of Seller, express, implied or statutory.

3. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

ASSIGNOR:

HAGGARD FAMILY TRUST

By: _____
Name: Theresa Haggard
Title: Trustee

ASSIGNEE:

By: _____
Name: _____
Title: _____

Oak Rose Apartments



Elk Grove, California

Development Costs / Uses

DEVELOPMENT LINE ITEM	CONSTRUCTION	TOTAL/PERM
Acquisition		
1610-00: Land	850,000.00	850,000
1620-00: Building	-	-
ACQUISITION SUBTOTAL	850,000.00	850,000
Hard Costs		
4000-100: Abatement & Remediation	-	-
4000-105: Demolition	-	-
4000-110: Off Site Improvements	300,000	300,000
4000-115: Site Work	455,000	455,000
4000-120: Structures-Residential	16,547,671	16,547,671
GC Contingency	511,940	511,940
4000-125: General Conditions	1,326,000	1,326,000
4000-130: GC Overhead	511,940	511,940
4000-135: GC Profit	511,940	511,940
4000-140: GC Bonds	170,647	170,647
4000-145: GC Insurance	170,647	170,647
GC Contract Subtotal	20,505,785	20,505,785
Hard Cost Contingency	1,025,289	1,025,289
HARD COSTS SUBTOTAL	21,531,074	21,531,074
Soft Costs		
4000-200: Design	750,000	750,000
4000-205: Reimburseables & Additional Services	150,000	150,000
4000-300: Appraisal	4,500	4,500
4000-305: Survey	9,700	17,700
4000-310: Market Study	12,000	12,000
4000-315: Physical Needs Assessment	-	-
4000-320: Environmental Costs	4,600	4,600
4000-325: Geotechnical Costs	73,550	73,550
4000-330: Entitlement Costs	40,000	40,000
4000-370: Construction Management	108,000	108,000
4000-375: Deputy Inspector	100,000	100,000
4000-380: Other Reports / Consultants	60,000	60,000
4000-400: Permit Fees	155,125	155,125
4000-405: Impact Fees	948,929	948,929
4000-410: Utility Connection Fees	1,358,195	1,358,195
4000-500: Acq - Title/Escrow/Recording	12,000	12,000
4000-511: Predev - Loan Interest	174,096	174,096
4000-512: Predev - Loan Fees	26,250	26,250
4000-513: Predev - Lender Costs	5,000	5,000
4000-514: Predev - Lender Legal	3,000	3,000
4000-520: Construction - Title/Escrow/Recording	85,000	85,000
4000-521: Construction - Loan Interest	1,625,000	1,625,000
4000-522: Construction - Loan Fees	270,000	270,000
4000-523: Construction - Lender Costs	49,300	49,300
4000-524: Construction - Lender Legal	60,000	60,000
4000-530: Perm - Title/Escrow/Recording	-	10,000
4000-532: Perm - Loan Fees	12,630	12,630
4000-533: Perm - Lender Costs	5,000	5,000
4000-534: Perm - Lender legal	20,000	20,000

DEVELOPMENT LINE ITEM	CONSTRUCTION	TOTAL/PERM
4000-550: City & County Fees	10,000	10,000
4000-560: TCAC Fees	83,448	45,000
4000-570: CDLAC Fees	6,200	6,200
4000-571: Bond Legal	65,000	65,000
4000-572: Issuer Fee - Issuance	34,000	34,000
4000-573: Issuer Financial Consultant	-	-
4000-574: Trustee Fee	-	-
4000-575: Issuer Fee - Annual	9,000	9,000
4000-576: Other Bond-Related Costs	3,000	3,000
4000-600: Legal - Acquisition	5,000	5,000
4000-605: Legal - Predevelopment	7,500	7,500
4000-610: Legal - Construction	50,000	50,000
4000-615: Legal - Perm	-	10,000
4000-620: Legal - Syndication	65,000	65,000
4000-625: Legal - Partnership	15,000	15,000
4000-700: Real Estate Taxes	44,625	44,625
4000-705: Property Insurance	42,000	42,000
4000-710: Holding Costs	22,500	22,500
4000-715: Security	100,000	100,000
4000-720: Accounting	34,500	34,500
4000-725: Builders Risk Insurance	250,000	250,000
4000-800: Marketing & Lease-up	78,450	78,450
4000-805: Furnishings	309,400	309,400
4000-815: Operating Reserves	-	335,345
4000-825: Transition Reserves	-	480,000
4000-905: Syndication: Other	50,000	50,000
4000-910: Partnership Setup	8,300	8,300
4000-915: Organizational Costs	15,000	15,000
4000-920: Cost Certification	25,000	25,000
4000-001: Developer Fee	1,100,000	3,500,000
Soft Cost Contingency	408,070	408,070
SOFT COSTS SUBTOTAL	8,962,868	12,167,764
TOTAL DEVELOPMENT COSTS	31,343,942	34,548,838

Oak Rose Apartments

Elk Grove, California



Affordability & Unit Mix

Unit Type	Area Median Income					Manager	TOTAL	% of units	Unit Size	Total SF
	25%	30%	40%	50%	0%					
SRO	-	-	-	-	-	-	-	0%	-	-
0	4	30	23	9	-	-	66	99%	365	24,090
1	-	-	-	-	-	-	-	0%	600	-
2	-	-	-	-	-	1	1	1%	750	750
3	-	-	-	-	-	-	-	0%	-	-
4	-	-	-	-	-	-	-	0%	-	-
TOTAL	4	30	23	9	-	1	67	100%		24,840
% of units	6%	45%	35%	14%	0%	excluded	100%			

AVERAGE AFFORDABILITY: 35.9%

Income Target (AMI): 25%

Unit Type	No. of Units	Gross Rent	Rental Subsidy	Subsidy Type	Utility Allowance	Net Rent	Total Mo. Rent	Notes on Unit Restrictions
0	4	\$366	\$1,166	PBV	0	\$1,166	\$4,664	MHP; Homeless
TOTAL	4						\$4,664	

Income Target (AMI): 30%

Unit Type	No. of Units	Gross Rent	Rental Subsidy	Subsidy Type	Utility Allowance	Net Rent	Total Mo. Rent	Notes on Unit Restrictions
0	30	\$439	\$1,166	PBV	0	\$1,166	\$34,980	MHP; Homeless
TOTAL	30						\$34,980	

Income Target (AMI): 40%

Unit Type	No. of Units	Gross Rent	Rental Subsidy	Subsidy Type	Utility Allowance	Net Rent	Total Mo. Rent	Notes on Unit Restrictions
0	23	\$586	\$1,166	PBV	0	\$1,166	\$26,818	MHP; Homeless
TOTAL	23						\$26,818	

Income Target (AMI): 50%

Unit Type	No. of Units	Gross Rent	Rental Subsidy	Subsidy Type	Utility Allowance	Net Rent	Total Mo. Rent	Notes on Unit Restrictions
0	9	\$732	\$1,166	PBV	0	\$1,166	\$10,494	MHP; Homeless
TOTAL	9						\$10,494	

Units Reserved for Management/Manager's Unit(s)

Unit Type	No. of Units	Gross Rent	Total Mo. Rent
2	1	\$0	\$0
TOTAL	1		\$0

Project Income

Type of Income	Monthly	Annual
Total Residential Income	76,956	923,472
Tax Credit Rent	34,700	416,400
Rental Subsidy Premium	42,256	507,072
Miscellaneous: Laundry/Vending	268	3,216
Non-Residential	0	0
TOTAL	77,224	926,688

Oak Rose Apartments

Elk Grove, California

First Year Operating Budget

ADMINISTRATION	Annual Budget	Unit/Yr.	Notes
Marketing	\$ 1,000	\$ 14.93	
Audit, Bookkeeping, Accounting	\$ 20,000	\$ 298.51	
Legal & Eviction	\$ 5,000	\$ 74.63	
Office Expenses	\$ 30,000	\$ 447.76	
TOTAL ADMINISTRATION	\$ 56,000	\$ 836	
PROPERTY MANAGEMENT			
Management Fee	\$ 64,320	\$ 960	Lesser of 8% EGI or \$80/unit
Managers Salary	\$ 58,240	\$ 869	M-F (8-5)
Evening and Weekend Clerk	\$ 22,620	\$ 338	\$15/hr for 29 hours per week (M-F: 8:30-11:30 PM) (S-Su: 4:30-11:30 PM)
Security	\$ 7,500	\$ 112	3rd party contract. On retainer, to be utilized as needed.
Maintenance	\$ 41,600	\$ 621	40 hrs/week @ \$20/hr
Janitorial	\$ 16,000	\$ 239	3rd party contract
Payroll taxes, benefits & workman's comp	\$ 41,885	\$ 625	
TOTAL PROPERTY MANAGEMENT	\$ 252,165	\$ 3,764	
MAINTENANCE			
General Maintenance & Repair	\$ 35,000	\$ 522	
Pest Control	\$ 7,000	\$ 104	
Landscape/Grounds Contract	\$ 10,000	\$ 149	
HVAC Maintenance & Repair	\$ 10,000	\$ 149	
Interior Painting/Unit Preparation	\$ 5,000	\$ 75	
Elevator/Fire Alarm	\$ 15,000	\$ 224	3 stories w elevator
TOTAL MAINTENANCE	\$ 82,000	\$ 1,224	
UTILITIES NOT PAID BY TENANTS			
Trash Removal	\$ 10,000	\$ 149	
Electricity	\$ 40,000	\$ 597	project includes PV array
Water/Sewer	\$ 20,000	\$ 299	
Gas	\$ -	\$ -	100% electric
TOTAL UTILITIES	\$ 70,000	\$ 1,045	
INSURANCE			
Property & Liability Insurance	\$ 42,000	\$ 627	
Flood insurance	\$ -	\$ -	
TOTAL INSURANCE	\$ 42,000	\$ 627	
OTHER			
Bond Admin Fee	\$ 5,000	\$ 75	
Business Tax and License	\$ 4,500	\$ 67	
TOTAL OTHER	\$ 9,500	\$ 142	
SUBTOTAL OPERATING EXPENSES	\$ 511,665	\$ 7,637	
Real Estate Taxes & Assessments	\$ 7,500	\$ 112	
Replacement Reserve	\$ 33,500	\$ 500	
Social Service Coordination	\$ 50,000	\$ 746	
TOTAL OPERATING EXPENSES	\$ 602,665	\$ 8,995	

Oak Rose Apartments



Residential Cash Flow																	
	Factor	Trend	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Gross Residential Income		2.50%	416,400	426,810	437,480	448,417	459,628	471,118	482,896	494,969	507,343	520,027	533,027	546,353	560,012	574,012	588,362
Misc Income (laundry/vending)		2.50%	3,216	3,296	3,379	3,463	3,550	3,639	3,730	3,823	3,918	4,016	4,117	4,220	4,325	4,433	4,544
Vacancy Rate (residential)	7.50%		(31,471)	(32,258)	(33,064)	(33,891)	(34,738)	(35,607)	(36,497)	(37,409)	(38,345)	(39,303)	(40,286)	(41,293)	(42,325)	(43,383)	(44,468)
Rental/Operating Subsidy		2.50%	507,072	519,749	532,743	546,061	559,713	573,705	588,048	602,749	617,818	633,263	649,095	665,322	681,955	699,004	716,479
Vacancy Rate (subsidized units)	7.50%		(38,030)	(38,981)	(39,956)	(40,955)	(41,978)	(43,028)	(44,104)	(45,206)	(46,336)	(47,495)	(48,682)	(49,899)	(51,147)	(52,425)	(53,736)
EFFECTIVE GROSS INCOME			857,186	878,616	900,581	923,096	946,173	969,828	994,073	1,018,925	1,044,398	1,070,508	1,097,271	1,124,703	1,152,820	1,181,641	1,211,182
Residential Operating Expenses	\$7,637	3.50%	(511,665)	(529,573)	(548,108)	(567,292)	(587,147)	(607,698)	(628,967)	(650,981)	(673,765)	(697,347)	(721,754)	(747,015)	(773,161)	(800,222)	(828,229)
Real Estate Tax	\$112	2.00%	(7,500)	(7,650)	(7,803)	(7,959)	(8,118)	(8,281)	(8,446)	(8,615)	(8,787)	(8,963)	(9,142)	(9,325)	(9,512)	(9,702)	(9,896)
Resident Services	\$50,000	3.50%	(50,000)	(51,750)	(53,561)	(55,436)	(57,376)	(59,384)	(61,463)	(63,614)	(65,840)	(68,145)	(70,530)	(72,998)	(75,553)	(78,198)	(80,935)
Replacement Reserve	\$500	0%	(\$33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)	(33,500)
NET OPERATING INCOME			254,521	256,143	257,609	258,909	260,032	260,965	261,698	262,215	262,505	262,553	262,345	261,864	261,094	260,019	258,622
MHP Required Annual Payment	0.42%		(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)	(56,125)
Perm Loan Debt Service			(125,524)	(125,524)	(125,524)	(125,524)	(125,524)	(125,524)	(125,524)	(125,524)	0	0	0	0	0	0	0
NET CASH FLOW			72,872	74,494	75,960	77,260	78,383	79,316	80,049	80,566	206,381	206,429	206,220	205,739	204,970	203,895	202,497
Debt Coverage Ratio			1.40	1.41	1.42	1.43	1.43	1.44	1.44	1.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash Flow Distributions																	
	Factor	Trend	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Net Cash Flow			72,872	74,494	75,960	77,260	78,383	79,316	80,049	80,566	206,381	206,429	206,220	205,739	204,970	203,895	202,497
LP Asset Management Fee	\$7,500		(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)
Priority Deferred Developer Fee	\$1,300,000		(65,372)	(66,994)	(68,460)	(69,760)	(70,883)	(71,816)	(72,549)	(73,066)	(198,881)	(198,929)	(198,720)	(144,570)	0	0	0
Partnership Management Fee	\$17,500	3.50%	0	0	0	0	0	0	0	0	0	0	0	(53,669)	(180,633)	(18,746)	(18,746)
Residual Receipt - Sponsor		50.00%	0	0	0	0	0	0	0	0	0	0	0	0	8,418	88,824	88,125
Residual Receipts - soft lenders		50.00%	0	0	0	0	0	0	0	0	0	0	0	0	8,418	88,824	88,125

Peter Enzminger

From: Bruce Newsom <Bruce_Newsom@ajg.com>
Sent: Wednesday, May 19, 2021 1:40 PM
To: Peter Enzminger
Cc: Kim Walters
Subject: Elk Grove

Peter,

Per your request, we have reviewed the insurance requirements from the City of Elk Grove related to their Request For Proposals for Development, Construction, and Operation of an Affordable Housing Project, including Exhibit B. As the insurance broker for Excelerate Housing Group, I can confirm we are able to provide the required insurance in response to these requirements. Please feel free to contact me with any questions. You have my permission to share this email with the City of Elk Grove, if that is helpful.

Best regards,

Bruce Newsom, AAI
Area Executive Vice President, Gallagher Global Brokerage



Insurance | Risk Management | Consulting

Direct CA 818.638.4832
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Visit Gallagher's [Pandemic Preparedness page](#) for information to prepare your business and your employees for pandemic outbreaks, including COVID-19.



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