

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (Golden Gate Village)

This Exclusive Negotiating Rights Agreement (the "**Agreement**") is entered into as of March 1, 2019 (the "**Effective Date**"), by and between the HOUSING AUTHORITY OF THE COUNTY OF MARIN, a public body, corporate and politic (the "**Authority**") and THE MICHAELS DEVELOPMENT COMPANY L.L.P., a New Jersey Limited Partnership (the "**Developer**"), on the basis of the following facts. The Authority and the Developer are each sometimes referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. The Authority is a public housing authority formed pursuant to California Health and Safety Code Section 34200 *et seq.* and governed by certain regulations promulgated by the United States Department of Housing and Urban Development ("**HUD**"). The Authority's governing board consists of the five (5) elected members of the Board of Supervisors the County of Marin (the "**County**") and two (2) tenant commissioners.

B. The Authority is the owner of the Golden Gate Village public housing development in the Marin City unincorporated area of Marin County, California (the "**County**"), as more particularly described in the attached Exhibit A (the "**Site**").

C. In order to rehabilitate existing units at the Site, avoid displacement of current residents from the Site, provide additional housing units including affordable housing units, and provide other community benefits to current and future residents of the Site, the Authority determined that it is in the best interest of the existing community and the Authority to redevelop the Site with rehabilitated and new units in conjunction with a private developer partner.

D. On August 15, 2018, the Authority issued a Request for Qualifications for Master Developer/ Partner for Golden Gate Village No. Q18001 ("**RFQ**") requesting proposals from qualified developers to participate in the Site's development, rehabilitation, management, and in an ownership entity with the Authority to own certain improvements on the Site and to revitalize the Site. On December 4, 2018, the Authority's Board of Commissioners (the "**Authority Board**") approved the selection of the Developer to rehabilitate, recapitalize, and participate in ownership of certain improvements on the Site (the "**Project**") and authorized the Authority's Executive Director to commence negotiations of this Agreement with the Developer.

E. The Parties anticipate that the Project will be developed in phases (each a "**Phase**" and collectively the "**Phases**") over several years.

F. In response to the RFQ, the Developer prepared the Statement of Qualifications of September 27, 2018, as well as the Golden Gate Village—Master Planning Executive Summary of February 19, 2019, and the Q18001:Attachment 2: Proposed Best and Final Business Terms (the "**Developer Proposal**").

G. The scope of work, funding sources, phasing and other physical and development activities for the Project have not yet been determined. The Parties have negotiated this Agreement to implement a predevelopment planning and scoping process to reach a proposal by the Developer for a Master Planning Agreement (the "**Master Planning Agreement**") that will develop enough specific information regarding scope of work, funding sources, phasing and other physical and development activities to allow the Parties to undertake environmental assessments under the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**"). If the Master Planning Agreement is approved by the Authority, the Parties would negotiate a Master Developer Agreement (the "**Master Developer Agreement**") that would establish a process to provide Site control for each Project phase and to seek financing for the Project phases from sources which may include, without limitation, proceeds from the issuance of tax-exempt bonds and private investment through the low-income housing tax credits program. The Parties recognize and acknowledge that a full determination of the feasibility of the Project has not occurred and that further analysis of the feasibility of the Project is required, including with respect to the proposed funding sources, ownership structure, federal and state environmental requirements, and other governmental approval requirements.

H. The Authority and the Developer intend to negotiate the terms for development of the Site by to-be-formed limited partnership entities in which an entity controlled by the Developer will be a general partner and an entity affiliated with the Authority will be a general partner.

I. In conjunction with this Agreement, the Authority and the Developer intend to initiate a community engagement process, negotiate roles and responsibilities between the Authority and the Developer, and establish a schedule for planning tasks and phasing. The Master Planning Agreement will provide for continued community engagement, Site planning, environmental reviews, land use entitlements, HUD approval of revitalization in Phases, and phasing. As Phases are developed, the Parties would negotiate specific timing, financing, and other terms for the Phases in accordance with the terms set forth in a Master Developer Agreement.

J. As more fully set forth in Section 3.1, the Developer acknowledges and agrees that this Agreement in itself does not obligate either Party to acquire or convey any property, does not grant the Developer the right to develop the Phases or the Site, and does not obligate the Developer to any activities or costs to develop the Phases, except for the preliminary planning analysis and negotiations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the recitals of this Agreement and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1 EXCLUSIVE NEGOTIATION RIGHTS

Section 1.1 Recitals. The above Recitals are incorporated in and made a part of this Agreement by this reference.

Section 1.2 Good Faith Negotiations. During the Negotiating Period as defined below, the Authority and the Developer will negotiate diligently and in good faith to establish the master planning process for the Site and to agree on the terms of the Master Planning Agreement using the Developer Proposal as the basis for negotiation.

If a Master Planning Agreement is successfully negotiated, some outstanding issues remaining at the end of the Negotiating Period may be unresolved, and the Master Planning Agreement will set forth a process for resolution, some of which may be determined in a Master Development Agreement or at the time a ground lease (each a "**Ground Lease**") is negotiated for a specific Phase.

Section 1.3 Negotiating Period.

(a) The Negotiating Period under this Agreement (the "**Negotiating Period**") will be for a period of nine (9) months, and will commence as of the Effective Date and will expire at 5:00 p.m. Pacific Time on the date which is nine (9) months after the Effective Date, unless earlier terminated pursuant to this Agreement. The Negotiating Period may be extended at the request of the Developer for up to two (2) successive periods of ninety (90) days each (each "**Extension Period**"), provided that the Developer delivers a written request for such extension prior to expiration of the Negotiating Period or applicable Extension Period, and provided further that the Developer is not then in default under this Agreement.

(b) If the Parties have not executed a Master Planning Agreement by the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), then this Agreement will terminate and neither Party will have any further rights or obligations under this Agreement, except as expressly set forth in this Agreement.

Section 1.4 Exclusive Negotiations. During the Negotiating Period, the Authority will negotiate exclusively with Developer as set forth in this Agreement and will not negotiate with any other person or entity regarding the development of the Site, or solicit or entertain bids or proposals to do so.

ARTICLE 2 NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the Master Planning Agreement, the Parties will use good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable Master Planning Agreement prior to the expiration of the Negotiating Period.

Section 2.2 Ground Leases. If the Parties enter into a Master Developer Agreement, the Developer and the Authority will negotiate the general terms and conditions of the form of the Ground Lease to be used, subject to future adjustments and revisions as specific development plans and financing are developed for each Phase. The Parties will negotiate in good faith the

terms of the Ground Leases, consistent with the Master Planning Agreement, the Developer Proposal, HUD requirements, and the approvals from the Authority Board.

Section 2.3 Schedule of Performance.

The Developer and the Authority will negotiate and establish schedules of performance with respect to the Site and for the anticipated Phases.

Section 2.4 Reports. The Developer will provide the Authority with copies of all third party reports, studies, analyses and similar documents commissioned by the Developer with respect to this Agreement and the planning of the Site or the Phases, promptly upon their completion. The Developer makes no representation or warranty and will have no liability to the Authority as to the accuracy or reliability of any such materials.

Section 2.5 Community Objectives. The Developer agrees to collaborate with the Authority and other stakeholders to refine and implement the community objectives and expectations of the Developer as set forth in the Developer Proposal.

Section 2.6 Environmental Review. The Developer will prepare or will cause to be prepared any environmental documentation required by CEQA and/or NEPA for use by the Authority in obtaining any required environmental evaluations, mitigations, or approvals; provided, however, that nothing in this Agreement will be construed to compel the Authority or the County to approve or make any particular finding with respect to such CEQA and/or NEPA documentation. The Authority will provide such information about the Project as may be required to enable the Developer to prepare or cause preparation of any CEQA and/or NEPA-required document for consideration by the Authority, and will otherwise generally cooperate to complete all applicable environmental review and analysis for the proposed development of the Project. This planning activities under this Agreement are intended to develop enough specific information regarding scope of work, funding sources, phasing and other physical and development activities for the Project so that an Environmental Review can be undertaken in accordance with NEPA and 24 CFR Part 58 and CEQA and implementing regulations by the governmental agency with jurisdiction over the proposed Project (the "**Responsible Entity**"). A Master Developer Agreement and any further implementing agreements will be conditioned upon the Responsible Entity's determination to proceed with, modify or cancel its participation in the Project based on the results of the NEPA and/or CEQA Environmental Review. This condition will be deemed to have been satisfied upon the issuance to the Responsible Entity of an Authority to Use Grant Funds by the County, State of California, Department of Housing & Community Development ("**HCD**"), U.S. Department of Housing and Urban Development ("**HUD**") or any other local state or federal agency participating in the Project. This condition will apply through the date of receipt by the Responsible Entity of the Authority to Use Grant Funds.

Section 2.7 Organizational Documents. The Developer will provide the Authority with copies of its organizational documents evidencing that the Developer exists, is in good standing to perform its obligations under this Agreement, and has not been suspended or debarred by a Federal agency.

Section 2.8 Progress Reports. The Developer will make monthly progress reports advising the Authority on the studies being made and matters being evaluated by the Developer with respect to this Agreement and the Project. Such progress reports will be in writing.

Section 2.9 HUD Approval. The execution of the Master Planning Agreement, Master Developer Agreement and Ground Leases will be expressly subject to the approval of HUD.

ARTICLE 3 GENERAL PROVISIONS

Section 3.1 Limitation of Agreement. This Agreement will not obligate the Developer or the Authority to enter into the Master Planning Agreement, the Master Developer Agreement, or any Ground Lease. By execution of this Agreement, neither the Authority nor the Developer is committing itself to or agreeing to undertake acquisition, disposition, or exercise control over the Site or any Phase. Execution of this Agreement by the Authority is merely an agreement to conduct a period of exclusive negotiations and planning in accordance with the terms of this Agreement, reserving for subsequent Authority action the final discretion and approval regarding the execution of any Master Planning Agreement, Master Developer Agreement, or Ground Leases and all proceedings and decisions in connection with any Master Planning Agreement, Master Developer Agreement or Ground Leases. Any Master Planning Agreement, Master Developer Agreement, or Ground Lease resulting from negotiations pursuant to this Agreement will become effective only if and after such document(s) has been considered and approved by the Authority following conduct of all legally required procedures, and executed by duly authorized representatives of the Authority and the Developer. Until and unless a Master Planning Agreement, Master Developer Agreement, or a Ground Lease is signed by the Developer, approved by the Authority Board, executed by the Authority, and (the extent required) approved by HUD, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement will impose any legally binding obligation on the Developer or the Authority to enter into or support entering into a Master Planning Agreement, Master Developer Agreement, or a Ground Lease or be used as evidence of any oral or implied agreement by the Developer or the Authority to either into any other legally binding document.

Section 3.2 Notices. Formal notices, demands and communications between the Parties will be sufficiently given if, and will not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested; sent by express delivery or overnight courier service with a delivery receipt; or delivered personally, with a delivery receipt, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time.

Authority:	Housing Authority of the County of Marin 4020 Civic Center Drive San Rafael, California 94903 Attn: Lewis Jordan, Executive Director
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With copies to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, California 94612
Attn: M David Kroot

Developer: The Michaels Organization
3 East Stow Road, Suite 100
P.O. Box 994
Marlton, New Jersey 08053
Attn: John J. O'Donnell

Also to: The Michaels Organization
16501 Ventura Boulevard
Encino, California 91436
Attn: Kecia Boulware

With a cop to: Arthur M Brown, Esquire
Levine, Staller, Sklar, Chan & Brown P.A.
3030 Atlantic Avenue
Atlantic City, New Jersey 08401

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

Section 3.3 Non-Liability of Officials, Employees and Agents. No board member, official, employee, agent, contractor, or consultant of the Authority will be personally liable to the Developer in the event of any default or breach of this Agreement by the Authority, or for any amount which may become due to the Developer or any of its successors in interest.

Section 3.4 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens will be filed against any portion of the Site with respect to this Agreement or any dispute or act arising from it.

Section 3.5 Costs and Expenses. Each Party will be responsible for its own costs and expenses in connection with negotiating this Agreement, a Master Planning Agreement, a Master Developer Agreement, and any Ground Lease. The Parties will negotiate in good faith to determine the eligibility of and financial contribution of each Party to the costs of undertaking the planning, consulting and implementation activities contemplated by this Agreement, a Master Planning Agreement, a Master Developer Agreement, Ground Leases, and development of each Phase. Any costs and expenses (including staffing and overhead of each Party) will be borne solely by that Party, except as specifically provided in this Agreement, a Master Planning Agreement, a Master Developer Agreement, Ground Leases, and any agreement with respect to development of each Phase.

Section 3.6 No Commissions. The Authority will not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Master Planning Agreement, Master Developer Agreement, or Ground Lease that may result from this Agreement. The Authority represents that it has engaged no broker, agent, or finder in connection with this transaction. The Developer will defend and hold the Authority harmless from any claims by any broker, agent, or finder retained by the Developer.

Section 3.7 Assignment. The Parties acknowledge that the Authority has entered into this Agreement on the basis of the special skills, capabilities, and experience of the Developer. This Agreement is personal to the Developer. The Developer may not assign this Agreement without the prior written consent of the Authority. If the Developer proposes to assign this Agreement to an affiliate of the Developer, the Developer must provide documentation, reasonably acceptable to the Authority, that such affiliate is directly under the control of the Developer, that such affiliate has the financial and operational strength to undertake the duties under this Agreement and the future actions with respect to the Project and the Site, and the affiliate must execute an assignment and assumption agreement in a form reasonably acceptable to the Authority. Any attempted assignment of the Agreement without the prior written consent of the Authority will be considered an event of default.

Section 3.8 Default. Failure by any Party to perform its obligations as provided in this Agreement will constitute an event of default under this Agreement. The non-defaulting Party will give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) days after receipt by the defaulting Party of such notice, or for such longer period of time as may be reasonably necessary to effect cure (in no event to exceed forty-five (45) days), so long as the defaulting Party has commenced cure within such fifteen (15) day period and is diligently proceeding to completion, the non-defaulting Party may exercise the remedies set forth below.

Section 3.9 Remedies. In the event of an uncured default by the Authority or the Developer, the non-defaulting Party may terminate this Agreement; institute legal action to cure, correct, or remedy any default; to require the defaulting Party to specifically perform the terms and conditions of this Agreement; or to obtain any other remedy at law or in equity; provided, however, that no Party will be liable to the other Party for monetary damages.

Section 3.10 Indemnification. The Developer covenants, on behalf of itself and its permitted successors and assigns, members, board members, officials, employees, agents, contractors and consultants (the "**Indemnity Parties**"), to indemnify, hold harmless, and defend the Authority, its board members, officials, employees, agents, contractors, and consultants (collectively, the "**Indemnitees**"), from and against all claims arising out of or in connection with this Agreement or the activities contemplated by this Agreement based on action or inaction of the Indemnity Parties; provided, however, the Developer will have no indemnification obligation with respect to the gross negligence or intentional misconduct of any Indemnitee. The Developer's indemnification obligations will survive the termination or expiration of this Agreement for three (3) years, and will not be limited by the Developer's provision of insurance as required by the Authority.

Section 3.11 Legal Action.

(a) If any legal action (including any arbitration or mediation proceeding) is commenced to interpret or to enforce the terms of this Agreement as a result of any breach of this Agreement, then the Party prevailing in any such action will be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action (and any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(b) Any lawsuit to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement will be filed in the state court of the County of Marin or in the federal court with jurisdiction in the County of Marin.

Section 3.12 Actions by the Authority. Whenever this Agreement calls for or permits the approval, consent, authorization, or waiver of the Authority, the approval, consent, authorization, or waiver of the Executive Director will constitute the approval, consent, authorization or waiver of the Authority without further action of the Authority Board.

Section 3.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 3.14 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the Project and the Site. The Parties to this Agreement have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply to the interpretation of this Agreement (including but not limited to Civil Code Section 1654 as may be amended from time to time).

Section 3.15 Amendment. Any amendment or other modification of this Agreement must be in a written instrument executed by the Authority and the Developer that expresses the intent to amend or otherwise modify this Agreement.

Section 3.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

ARTICLE 4 PREDEVELOPMENT PLANNING

Section 4.1 Predevelopment Planning. The Authority has asked the Developer to commence and pursue the completion of the predevelopment planning described in Exhibit B attached to this Agreement (the "**Predevelopment Planning**") during the Negotiating Period. The estimated cost and planned schedule for the Predevelopment Planning are also set forth on Exhibit C attached to this Agreement. (For purposes of this Article 4, the "**Predevelopment Planning Budget**" will mean the predevelopment planning budget for costs attached to this Agreement as Exhibit C, as amended with the approval of the Authority; and "**Predevelopment Planning Schedule**" means the schedule for the Predevelopment Planning attached as Exhibit D, as amended with the approval of the Authority.) The Authority, at the request of the Developer,

will, within its reasonable discretion, approve revisions to the Predevelopment Planning Budget and/or Predevelopment Planning Schedule.

Section 4.2 Payment of Predevelopment Planning Costs. The Authority will reimburse the Developer for up to fifty percent (50%) of third-party costs attributable to the Predevelopment Planning in accordance with the Predevelopment Planning Budget, as incurred but not more frequently than monthly. The Developer will contribute funds for fifty percent (50%) of the third party costs attributable to the Predevelopment Planning Budget (the “Developer’s Advances”). Prior to any reimbursement by the Authority, the Developer will demonstrate to the Authority’s reasonable satisfaction that the Developer has paid the costs (including the Developer’s Advances) with respect to immediate prior reimbursement. Reimbursable costs will be limited to items and amounts shown on the Predevelopment Planning Budget. Developer will not use the funds provided by the Authority for any purpose other than for costs set forth in the Predevelopment Planning Budget.

Section 4.3 Reimbursement of Predevelopment Planning Costs. All amounts advanced by the Authority and the Developer will be repaid to them as and when set forth in the Master Planning Agreement, if executed. Notwithstanding anything to the contrary, if (i) the Master Planning Agreement is not executed, or, (ii) this Agreement terminates for any reason other than as a result of the execution and delivery of the Master Planning Agreement, then within thirty (30) days of termination of this Agreement, the Authority will reimburse the Developer for the Developer’s Advances, and upon such reimbursement the Developer will assign and set over to the Authority all documents and work product relating to the Development that were paid for in whole or in part by the Authority pursuant to this Article 4. Any amount due Developer pursuant to this Section 4.3 that is not paid within such thirty (30) day period will bear interest at seven percent (7%) per annum until paid. This Section 4.3 will survive the termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority and the Developer have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

AUTHORITY:

APPROVED AS TO FORM AND LEGALITY: HOUSING AUTHORITY OF THE COUNTY
OF MARIN,
a public body, corporate and politic

M David Kroot
Goldfarb & Lipman LLP
Special Counsel to Authority

By: _____

Name: _____

Title: Executive Director

DEVELOPER:

THE MICHAELS DEVELOPMENT
COMPANY L.L.P.

BY: The Michaels Development Holding,
Company, its sole general partner

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

[ATTACHED]

DESCRIPTION

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

BEGINNING at the most Easterly corner of Block 130, as said Block is shown on Sausalito Land & Ferry Company Map, recorded April 26, 1869 in Rack 1, Pull 9, Marin County Records, and running thence on Lambert Grid Bearings California Coordinate System Zone 3, as determined by California State Highway U.S. 101 Coordinates, on a curve to the left whose center bears North $51^{\circ} 32' 30''$ East radius 1050.0 feet, through a central angle of $27^{\circ} 02' 30''$ for a distance of 495.564 feet; thence on a curve to the left whose center bears North $24^{\circ} 30'$ East radius 360.0 feet, through a central angle of $44^{\circ} 45'$ for a distance of 281.173 feet; thence on a curve to the left whose center bears North $20^{\circ} 15'$ West radius 460.0 feet, through a central angle of $52^{\circ} 55'$ for a distance of 424.842 feet; thence on a curve to the left whose center bears North $73^{\circ} 10'$ West radius 820.0 feet, through a central angle of $26^{\circ} 05'$ for a distance of 373.297 feet; thence on a curve to the left whose center bears South $80^{\circ} 45'$ West radius 1301.686 feet through a central angle of $19^{\circ} 16' 44''$ for a distance of 437.991 feet; thence North $70^{\circ} 35'$ East 308.687 feet to the Southwesterly right of way line of California State Highway No. 101; thence along said Highway line on a curve to the left whose center bears North $48^{\circ} 43' 14''$ East radius 349.97 feet, through a central angle of $19^{\circ} 56' 23''$ for a distance of 121.794 feet; thence South $61^{\circ} 13' 09''$ East 132.952 feet; thence along the Westerly line of said Highway right of way on a curve to the left whose center bears South $87^{\circ} 26' 18''$ West radius 1919.84 feet, through a central angle of $3^{\circ} 25' 53''$ for a distance of 114.98 feet, thence South $00^{\circ} 52' 11''$ West 1508.61 feet to a point distant North $00^{\circ} 52' 11''$ East 103.0 feet, from a monument set at an angle point in said Highway right of way line, having a coordinate of North 503,841.890 and East 1,420,851.250; thence leaving said right of way line and running South $83^{\circ} 44' 20''$ West 1008.751 feet and North $38^{\circ} 05'$ West 974.190 feet to the Southeasterly line of said Block 130, hereinabove mentioned, thence along said Southeasterly line, North $51^{\circ} 32' 30''$ East 380.0 feet to the point of beginning.

EXHIBIT B

PREDEVELOPMENT PLANNING

[ATTACHED]

Golden Gate Village Revitalization - Visioning Phase Summary

The first phase of the Golden Gate Village revitalization will develop a community-informed vision to serve as the basis for the revitalization project; as well as develop a resident empowerment plan which will outline programs, services, and partners who will support the residents of Golden Gate Village through the revitalization process. Michaels approach to the phase is focused on listening, hearing from invested stakeholders and residents about their values, fears, and dreams for the future of Golden Gate Village. Michaels and its team will use that information to develop and refine a consensus vision for the future revitalization. This will serve the baseline Project for the California Environmental Quality Act and National Environmental Protection Act (CEQA/NEPA) review for the overall revitalization project.

Important to that future vision is developing a plan for supporting residents through the revitalization process. Michaels understands that to break the cycle of poverty and affect the residents living in public housing communities, more than the physical environment needs to change to have an impact. We are committed to working with partners to bring programs and services to the communities we serve to help lift resident lives and empower our families to achieve their potential. That support system starts with an evaluation of the existing community, asking about community needs, and thinking critically about how to best fill the gaps and support residents. Through our work in the visioning phase, together with our service partner Better Tomorrows, Michaels will develop a framework to provide that support which we are calling our resident Empowerment Plan.

Also important to a project with the scale of the Golden Gate Village revitalization is the creation of partnerships and communication early to resolve issues. Michaels has found the creation of advisory committees and working groups as critical elements to the success of community revitalization and transformation projects. These groups once established will meet regularly to discuss project updates, current issues, and future coordination items. At Golden Gate Village, Michaels will work with Marin Housing to establish:

1. Community Advisory Committee – network of Marin City stakeholders able to provide community input and perspective on the project
2. Government Working Group – coalition of Marin County, state, and federal agencies working on the regulatory review and certification of the project
3. Resident Empowerment Working Group – coalition of nonprofit, education, health, other government agencies, and other service providers working on public health, education, resident empowerment, and human capital investments in Marin City

In addition to these new groups, Michaels will work with Marin Housing to strengthen existing or former resident organizations such as:

1. Resident Council – the official resident organization of Golden Gate Village
2. Block Captain Program – a community ambassador program designed to encourage residents to meet their neighbors and share information in the community. The program provides interested volunteer residents additional leadership training and information on Golden Gate Village revitalization project updates and empowerment plan implementation.

Golden Gate Village – Visioning Phase Summary

Visioning Phase Workplan

After executing the Exclusive Negotiating Rights Agreement with Marin Housing, Michaels will work with Marin Housing to hold a series of community workshops in to listen to existing residents and stakeholders in order to define a set of key community priorities for the revitalization project. On a parallel track, Michaels will proceed with meetings with MHA operations staff, the State Historic Preservation Office, Marin County Planning Department, and other regulating agencies to determine the options available for the revitalization project. This parallel track will allow Michaels and Marin Housing to dialogue with the residents and stakeholders about the options available for the revitalization and long-term sustainability of Golden Gate Village. Michaels will combine the information from the community priorities and the options available to Marin Housing in the Golden Gate Village revitalization to develop three (3) revitalization scenarios to present to the residents of Golden Gate Village through a survey. Michaels will partner with a 3rd party to develop and implement the survey for the residents, and will use the results of the survey to develop a community-informed vision for the revitalization. This draft vision will be presented and vetted at additional community workshops to be held in the Spring of 2019. With information gathered at workshops and with input from Marin City stakeholders Michaels and its team will revise the draft vision for a final community-informed vision for the Golden Gate Village revitalization. This vision will serve as the basis of the Project for environmental study and clearance. The target for the final community-informed vision is July 2019.

During this time, Michaels will also work to develop our resident Empowerment Plan - at Golden Gate Village Michaels, and our partner Better Tomorrows, will focus on a concept of **empowerment** in developing a human capital plan. Empowerment is about lifting individuals and supporting them in their own agency and self-determination. By focusing our language and our work on empowerment, rather than human capital, Michaels hopes to encourage aspiration and support residents in their lives to overcome the anchor of trauma that can limit families' life goals in public housing communities.

Between now and the start of the environmental clearance process, Michaels and Better Tomorrows will: 1, survey existing residents on their needs; 2, analyze the existing service providers and potential partners in the area; 3, develop a working group to share information and coordinate available services to empower residents; and 4, develop an empowerment plan and budget for the next two years to provide support during the revitalization master planning period. Starting with a needs assessment will inform which partners and providers to focus building connections, which in turn will help us find participants for the Resident Empowerment Working Group. With empowerment related stakeholders identified, and resident needs evaluated, Michaels and Better Tomorrows can earnestly devise a plan for resident support, empowerment, and programs to help lift lives out of poverty. A summary of activities related to developing the empowerment plan and budget are below:

March 2019	- Michaels and Better Tomorrows finalize analysis plan
April 2019	- Develop & administer needs survey
May 2019	- Service partner analysis - Develop Empowerment Plan draft - Develop Resident Empowerment Working Group participant list
June 2019	- Present Empowerment Plan for feedback - Finalize Empowerment Plan and budget - Convene 1 st Resident Empowerment Working Group meeting

March 7, 2019

EXHIBIT C

PREDEVELOPMENT PLANNING BUDGET

[ATTACHED]

Golden Gate Village
Predevelopment Budget

Category		Marin Housing (50%)	Michaels (50%)
Design Consultants			
Architecture	\$ 105,000	\$ 52,500	\$ 52,500
Historic Preservation	\$ 55,000	\$ 27,500	\$ 27,500
Human Capital			
Human Capital Needs Survey	\$ 10,000	\$ 5,000	\$ 5,000
Better Tomorrows: Resource Assessment & Community Building	\$ 15,000	\$ 7,500	\$ 7,500
Local Partner Service Contracts	\$ 5,000	\$ 2,500	\$ 2,500
Other Costs			
Meeting Support (rentals, food, printing, etc.)	\$ 5,000	\$ 2,500	\$ 2,500
Administrative	\$ 5,000	\$ 2,500	\$ 2,500
		\$ -	\$ -
Total	\$ 200,000	\$ 100,000	\$ 100,000

EXHIBIT D

PREDEVELOPMENT PLANNING SCHEDULE

[ATTACHED]

Golden Gate Village Revitalization – Predevelopment Schedule

The initial phase of the Golden Gate Village Revitalization project will result in a plan for the support of the residents of Golden Gate Village (the Human Capital/Empowerment Plan) as well as lay out a community-informed vision for the physical transformation of GGV. The end result will be the development of a community-informed vision for the project which will serve as the Project Description for CEQA/NEPA review and certification. Major milestones related to developing the community-informed vision and resident Empowerment Plan for the Golden Gate Village are below.

March 2019	<ul style="list-style-type: none"> - Michaels and Marin Housing execute Exclusive Negotiating Rights Agreement - Engage revitalization consultant support team
April 2019	<ul style="list-style-type: none"> - Hold first resident workshops focused on community values for GGV and priorities for the revitalization project - Begin feasibility conversations with planning & historic preservation - Develop resident needs survey - Develop revitalization options for resident consideration and voting - Develop framework and participant list for community advisory group and government working group
May 2019	<ul style="list-style-type: none"> - Survey residents on supportive service needs and revitalization option preferences - Complete supportive service partner analysis - Develop Empowerment Plan draft - Develop resident empowerment working group participant list - Develop preliminary vision for revitalization based on resident, planning, and historic preservation information - Form & convene Community Advisory Council for 1st meeting
June 2019	<ul style="list-style-type: none"> - Form & convene Government Working Group for 1st meeting - Finalize Empowerment Plan and budget - Form & convene Resident Empowerment Working Group for 1st meeting - Present preliminary vision, solicit feedback, revise vision based on feedback
July 2019	<ul style="list-style-type: none"> - Finalize Preliminary Vision as Project Description for CEQA/NEPA analysis - Marin Housing Board of Commissioners approves vision and CEQA/NEPA kick off.