

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

IN THE MATTER OF REVISED BOUNDARIES
FOR SUPERVISORIAL DISTRICTS FOLLOWING
THE 2020 FEDERAL CENSUS IN ACCORDANCE
WITH CALIFORNIA ELECTIONS CODE SECTION
21500, ET SEQ. _____/

RESOLUTION NO. 21-_____

WHEREAS, following each federal decennial census the County of Kings must adopt boundaries for all of the supervisorial districts of the County with any necessary revisions so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution; and

WHEREAS, California Elections Code sections 21500 through 21509 set forth the criteria, requirements, procedures and deadlines for the adoption of supervisorial district boundaries following the release of census data on or before December 15, 2021; and

WHEREAS, the County of Kings last adopted boundaries for supervisorial districts by Ordinance No. 653 on July 26, 2011; which are codified in Code of Ordinances, County of Kings Sections 2-9 through 2-12; and

WHEREAS, Elections Code Section 21500 provides that supervisorial districts may be adopted by ordinance or resolution; and

WHEREAS, the delay in the release of census data and necessary adjustments by the State of California for the residence of incarcerated persons for purposes of redistricting, and the impending deadlines for conducting the June 7, 2022 primary election, make it necessary and in the public interest to use the most expeditious and efficient means of adoption of new supervisorial district boundaries by resolution rather than ordinance; and

WHEREAS, the Board of Supervisors has adopted Ordinance No. 700, repealing County of Kings, Code of Ordinance, Chapter 2, Article 1, Sections 2-8 through 2-12 in their entirety, and amending County of Kings, Code of Ordinances Chapter 2, Article 1, to add a new Section 2-8 providing for adoption of supervisorial district boundaries by resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Kings finds and declares as follows:

1. The Board of Supervisors held public hearings before and after drawing draft maps as required by Elections Code section 21507.1, as follows:
 - a. July 20, 2021 10:00 am Board Chambers, Hanford, CA – before drawing draft maps;
 - b. July 27, 2021 10:00 am Board Chambers, Hanford, CA – before drawing draft maps;
 - c. August 31, 2021 10:00 am Board Chambers, Hanford, CA – before drawing draft maps;
 - d. November 3, 2021 6:30 pm Board Chambers, Hanford, CA – after drawing draft

- maps with review and discussion of alternative maps;
 - e. November 16, 2021 6:30 pm Board Chambers, Hanford, CA – after drawing draft maps with review and discussion of draft maps; and
 - f. December 7, 2021 10:00 am Board Chambers, Hanford, CA – for selection of map for approval that best satisfies the criteria set forth in Elections Code section 21500, subdivisions (b) through (d).
2. As directed by the Board of Supervisors, staff additionally conducted public presentations at City Council meetings in each of the County’s four cities located throughout the County of Kings to educate the public on the County’s redistricting process and encourage participation as follows:
 - a. October 5, 2021 5:00 pm, City of Hanford Council Chambers, Hanford, CA;
 - b. October 12, 2021 5:30 pm, City of Corcoran Council Chambers, Corcoran, CA;
 - c. October 14, 2021 6:15 pm, City of Avenal Council Chambers, Avenal, CA; and
 - d. October 19, 2021 5:30 pm, City of Lemoore Council Chambers, Lemoore, CA.
 3. The County took steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process by:
 - a. Providing information to media organizations;
 - b. Engaging with community groups and organizations;
 - c. Engaging in a social media campaign;
 - d. Arranging for live translations of all public meetings and workshops;
 - e. Disseminating all written public outreach materials in Spanish and English;
 - f. Publishing the date, time, and location of all public hearings and workshops on the County website; and
 - g. Allowing the public to submit testimony and draft maps in writing and electronically.
 4. Of the alternatives prepared by County staff, independent consultants, and the public, the Supervisorial Districts set forth in detail by census blocks in Attachment A, to the extent practicable best meet the applicable legal redistricting criteria in order of priority:
 - a. Population Equality within allowed percentage deviation;
 - b. Geographic contiguity;
 - c. Respect for the integrity of local neighborhoods or communities of interest;
 - d. Respect for geographic integrity of cities or census designated places in a manner that minimizes its division;
 - e. Establishes boundaries that are easily identifiable and understandable by residents, following natural and artificial barriers, by streets or the boundaries of the county,
 - f. Geographic compactness;
 - g. Racial and ethnic balance; and
 - h. Does not favor or discriminate against a political party.

BE IT FURTHER RESOLVED, the Board of Supervisors of the County of Kings hereby adopts the supervisorial district boundaries for each district as more fully set forth in Attachment A, and as depicted on the map in Attachment B.

BE IT FURTHER RESOLVED, that the district boundary descriptions and map are effective upon adoption and shall be posted on the County website.

PASSED AND ADOPTED by the Board of Supervisors, County of Kings, State of California on this 7th day of December 2021, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSTAINING: SUPERVISORS
ABSENT: SUPERVISORS

Craig Pedersen, Chairperson
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this 7th day of December, 2021

Clerk of said Board of Supervisors

APPROVED AS TO LEGAL FORM:
Diane Freeman, County Counsel

Date: _____

Exhibit A

Boundaries to be determined by Board action.

Exhibit B

Map to be determined by Board action.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM December 7, 2021

SUBMITTED BY: Community Development Agency – Chuck Kinney

SUBJECT: PUBLIC HEARING TO CONSIDER A DENSITY BONUS DEVELOPMENT AGREEMENT WITH SPRADLING CONSTRUCTION INC. FOR PHASE 4-3 OF VESTING TENTATIVE TRACT NO. 756.

SUMMARY:

Overview:

Spradling Construction Inc. wishes to develop Phase 4-3 of Vesting Tentative Tract No. 756. Advisory Agency Resolution No. 03-03 requires the Developer to enter into a density bonus development agreement pursuant to *California Government Code Section 65864-65869.5 et. seq.* Spradling Construction Inc. has requested that the Density Bonus Development Agreement designate two Target Units as owner occupied units. Article 22 (Density Bonus Provisions and Reasonable Accommodations) of the *Kings County Development Code No. 668.15* allows home ownership housing development designated for low income households. Therefore, the proposal to designate the Target Units as owner occupied units is consistent with the *Kings County Development Code*, provided that the total mortgage payments and the total down payment for the Target Units meet the requirements specified in Article 22 (Density Bonus Provisions and Reasonable Accommodations) of the *Kings County Development Code No. 668.15*.

Recommendation:

- a. Conduct a public hearing to receive public comments on the proposed density bonus development agreement; and
- b. Adopt a Resolution, approving entering into a density bonus development agreement with Spradling Construction Inc.;
- c. Approve the Density Bonus Agreement with Spradling Construction Inc.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING TO CONSIDER A DENSITY BONUS DEVELOPMENT AGREEMENT WITH SPRADLING CONSTRUCTION INC. FOR PHASE 4-3 OF VESTING TENTATIVE TRACT NO. 756

December 7, 2021

Page 2 of 2

Fiscal Impact:

None to the General Fund. The Density Bonus Development Agreement has no monetary impact to Kings County.

BACKGROUND:

Spradling Construction Inc, a corporation formed under the laws of the State of California, applied to Kings County for approval to construct a residential subdivision in Armona. Spradling Construction Inc. also petitioned the County for permission to build density bonus units in conjunction with the project.

Section 65915 et seq. of the *California Government Code* authorizes the County to grant developers a density bonus beyond the allowed residential zoning density, in exchange for an agreement to dedicate a portion of a residential project to lower-income housing units.

Item A.1.f in Chapter 4 of the *2016-2024 Kings County Housing Element*, states that Kings County currently allows density bonus procedures in compliance with State law.

On April 12, 1999, Division Two of the Kings County Advisory Agency certified the Mitigated Negative Declaration for Vesting Tentative Tract Map No. 756 and approved the land division, as proposed, subject to the conditions and exceptions contained in Advisory Agency Resolution No. 99-05. Resolution No. 99-05 required the Developer to enter into a density bonus development agreement pursuant to California Government Code Section 65864-65869.5 et seq.

On April 9, 2001, Division Two of the Kings County Advisory Agency reaffirmed all of the findings previously made for Vesting Tentative Tract Map No. 756, reaffirmed all of the findings and the conditions of approval contained in Advisory Agency Resolution No. 99-05, and approved the two year extension of time.

On May 5, 2003, Division Two of the Kings County Advisory Agency reaffirmed all of the findings previously made for Vesting Tentative Tract Map No. 756, reaffirmed all of the findings and the conditions of approval contained in Advisory Agency Resolution No. 99-05 and Advisory Agency Resolution No. 01-04, except for the change to Condition No. 26 contained in Advisory Agency Resolution No. 03-03, and approved the two year extension of time with the addition of Condition No. 30.

County Counsel has reviewed the Resolution, Agreement and Exhibit as to form.

RECORDING REQUESTED BY:
Kings County Community Development
Agency

WHEN RECORDED MAIL TO:
Kings County Community Development
Agency
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

NOTE TO RECORDER: No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record. (Government Code section 27383)



Space above this line for Recorder's use

AGREEMENT No. 21-_____
DENSITY BONUS DEVELOPMENT AGREEMENT
PHASE 4-3 OF VESTING TENTATIVE TRACT NO. 756,
ARMONA NORTH SUBDIVISION

THIS AGREEMENT is made and entered into as of _____, 2021 (the "Effective Date"), by and between the County of Kings, a political subdivision of the State of California ("County"), and Spradling Construction Inc., a California corporation ("Owner").

RECITALS

WHEREAS, Government Code section 65915, *et seq.* (the "Act") authorizes the County to grant a density bonus in exchange for an agreement to dedicate a portion of a project to lower income housing units;

WHEREAS, on October 30, 1997, Verdegaal Brothers submitted Vesting Tentative Tract Number 756, which included a request for a Density Bonus;

WHEREAS, on April 12, 1999, the Kings County Advisory Agency adopted Resolution No. 99-05, approving Vesting Tentative Tract No. 756, granting a Density Bonus subject to approval of a Density Bonus Development Agreement;

WHEREAS, on April 9, 2001, the Kings County Advisory Agency adopted Resolution No. 01-04, approving a two-year extension of time for Vesting Tentative Tract No. 756;

WHEREAS, on May 5, 2003, Division Two of the Kings County Advisory Agency adopted Resolution No. 03-03, approving a second two-year extension of time for Vesting Tentative Tract No. 756, modifying Condition No. 26, and adding Condition No. 30;

WHEREAS, on April 18, 2006, the Kings County Board of Supervisors approved Agreement No. 06-024 with Owner/Developer entitled Density Bonus Development Agreement No. 06-024 between Kings County and Jerry M. Irons, Renee M. Irons, and Barry J. Nottoli the

then current Owner of Phase 4 of Vesting Tentative Tract No. 756, Armona North Subdivision, which encumbers the undeveloped portions of this property;

WHEREAS, on October 31, 2006, the Kings County Board of Supervisors approved Resolution No. 06-079 which authorized Jerry M. Irons, Renee M. Irons, and Barry J. Nottoli to sell and transfer Phase 4 of Vesting Tentative Tract No. 756 to Spradling Construction Inc. pursuant to Section 7 of Agreement No. 06-024.;

WHEREAS, on November 21, 2006, the Kings County Board of Supervisors approved Resolution No. 06-082 which authorized a change in ownership as well as updating Target Units to be restricted by Agreement No. 06-024;

WHEREAS, on May 13, 2008, the Kings County Board of Supervisors approved Resolution No. 08-035 which authorized a change in Target Unit restrictions from Very Low income to Low income households to be restricted by Agreement No. 06-024;

WHEREAS, on January 24, 2017, the Kings County Board of Supervisors approved Resolution No. 17-003 with Owner/Developer entitled Density Bonus Development Agreement between Kings County and the Owners of Phase 4-2 of Vesting Tentative Tract No. 756, Armona North Subdivision, which encumbers the undeveloped portions of this property; and

WHEREAS, on _____ 2021, the Kings County Board of Supervisors opened and held a duly noticed public hearing to receive testimony from any interested person.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, County and Owner agree as follows:

1. DEFINITIONS

A. “Development Site” means the undeveloped parcel or parcels of the Final Map recorded on _____, 2021, in Volume _____ at Page _____ of _____ Licensed Surveyor’s Plats in Kings County Records and approved by Kings County Advisory Agency Resolution 03-03 on May 5, 2003.

B. “Development” means the buildings, structures, and other improvements to be constructed on the Development Site, and all fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures, and other improvements.

C. “Development Rights” means the rights County gives Owner to develop the Development Site in accordance with the terms and conditions of this Agreement.

D. “Home Ownership Agreement and Lien” means the agreement between the Owner and the person or persons who qualify as a Qualified Household. The form Home Ownership Agreement and Lien (“Agreement and Lien”) are attached as **Exhibit A**. The enforcement mechanisms employed for compliance with Kings County Ordinance No. 668.15 are incorporated into the Agreement and Lien.

E. “Proportionate Share of Appreciation” means both County’s initial subsidy and its the proportionate share of appreciation calculated in accordance with Kings County Development Code section 2204.D.3, as stated in Ordinance No. 668.15.¹

F. “Qualified Households” means “lower income households,” defined in Government Code section 65915 and Health and Safety Code section 50079.5.

G. “Successor Developer” means any developer of low-income housing approved by the County under Section 3(j) below.

H. “Target Units” means all units restricted under this Agreement and set aside to develop for Qualified Households. The Target Units for Phase 4-3 of Vesting Tentative Tract No. 756 are: Lots 150 and 152 of Phase 4-3 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats.

2. GRANT OF DENSITY BONUS AND CONCESSIONS

County grants Owner a density bonus increase up to twenty-five percent (25%) of the permissible number of dwelling units for the entire Armona North Subdivision (“Density Bonus”). The Density Bonus increases the Development’s permitted dwelling units from eleven (11) to thirteen (13) units in Phase 4-3 of Vesting Tentative Tract No. 756. County grants Owner the additional concessions of: a) a reduction in the minimum lot width of sixty (60) feet to fifty (50) feet; b) a reduction in the minimum site area of 6,000 square feet to 4,000 square feet; and c) the elimination of the maximum site coverage requirements.

3. SALE OF TARGET UNITS

Owner shall sell a minimum of two (2) Target Units to Qualified Households. Without exception, the sale of developed Target Units must be to Qualified Households, and requires Qualified Households to execute and record the Agreement and Lien . Each Agreement and Lien requires the Qualified Household to pay the County its Proportionate Share of Appreciation upon resale of a Target Unit. To satisfy the requirements of this section, Owner shall record covenants, conditions and restrictions upon the Development as follows:

A. The Development is restricted to use as residential, owner-occupied housing.

¹ Section 2204.D.3 as stated in Ordinance No. 668.15 reads in relevant part:

- a. Upon resale, . . . [t]he County shall recapture any initial subsidy and its proportionate share of appreciation, which amount shall be used within five years [to provide other low income housing opportunities in the community].
- b. The County’s initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of resale shall be used as the initial market value.
- c. The County’s proportionate share of appreciation shall be equal to the ratio of the County’s initial subsidy to the fair market value of the home at the time of initial sale.

B. The Development's ownership, management, and operations must be exercised to ensure ten percent (10%) of the units allowed under existing zoning are available for homeownership by Qualified Households.

C. Existing zoning authorizes construction of a maximum of eleven (11) units. The density bonus permits construction of a maximum of thirteen (13) units. All units are located in Phase 4-3 of Vesting Tentative Tract No. 756.

D. The Target Units will be of the quality, size, and appearance comparable to other units in the Development. Each target unit in the Development contains complete, separate, and distinct facilities for living, sleeping, eating, cooking, and sanitation for a family, and must include a sleeping area, bathing and sanitation facilities, and food preparation facilities equipped with a cooking range, refrigerator and sink. All owners and occupants of the Target Units have equal access to and enjoyment of all the Development's common facilities.

E. None of the Target Units may be utilized for transient purposes, such as: hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, trailer court or park, or other similar transient use.

F. None of the Target Units may be owned or used as a condominium, organized or used as a cooperative housing corporation, or converted to such ownership or use, unless approved by the County in writing and approved by the Board of Supervisors.

G. All of the Target Units in the Development must be continually available for home ownership by Qualified Households, based exclusively upon income, currently defined as eighty percent (80%) of area median income under Government Code section 65915, Health and Safety Code section 50079.5, and Kings County Ordinance No. 668.15, Article 22, Section 4.2. The income of potential buyers is the sole factor to qualify as a Qualified Household and no other preference to any particular class or group may be considered to qualify as a Qualified Household for the purchase of a Target Unit.

H. Owner shall accept purchasers on the same basis as all other prospective purchasers. Owner shall not apply purchaser selection criteria that is more burdensome than selection criteria applied to any other prospective purchasers. Except as otherwise set forth above, Owner warrants all Qualified Households that purchase Target Units from Owner will execute an Agreement and Lien.

I. No Target Unit in the Development will be sold to, or occupied by Owner, or any of its members, officers, employees, agents, or immediate family members, with the exception of using one (1) Target Unit as a model home for a reasonable time.

J. Within thirty (30) days of the recording date of the Agreement and Lien, Owner shall prepare and mail to the County, return receipt requested, a copy of the Agreement and Lien.

K. Owner shall comply with the following construction schedule for completion of the Target Units in Phase 4-3 of Vesting Tentative Tract 756: One Target Unit must be completed concurrently with the first fifty percent (50%) of Units started and one (1) Target Unit for each fifty percent (50%) of Units started thereafter until all Target Units are completed.

L. County shall not issue building permits for any unit in each subsequent fifty percent (50%) Increment unless a corresponding Target Unit has been either i) sold, transferred, or conveyed to a Successor Developer approved by the County pursuant to the provisions of Section 4 below or ii) or in contract with a fully executed purchase agreement with A Qualified Household.

4. ASSIGNMENT

Owner may assign its rights and obligations to sell, maintain and otherwise meet its obligations regarding the Target Units to an entity with expertise in low and moderate income housing development to assist in the development of this Project (defined as a Successor Developer), subject to the prior written consent of the Board of Supervisors, not to be unreasonably withheld (the “Assignment”).

Owner shall include the following in the Assignment, or in any attempt to assign any of its rights under this Agreement:

A. A reasonable time period to allow Successor Developer to develop and construct the Target Unit(s) (“Designated Period”);

B. If Successor Developer fails to develop and construct the Target Units within the Designated Period, ownership of the remaining undeveloped portions of the Development Site and the uncompleted lots for the Target Unit(s) revert to Owner.

If the Successor Developer does not develop the Target Units by the date Designated Period reflected in the Assignment, the Successor Developer or Owner may apply to the County for an extension. If the Successor Developer has made substantial progress in completion of the Target Units, County may approve the extension application, which approval shall not be unreasonably withheld.

The County shall consider and act on a proposed assignment within thirty (30) days of receiving Owner’s written request for approval of an assignment, in accordance. County may consider additional documentation reasonably requested by County, and the proposed assignee’s qualifications, such as documentation regarding its financial ability to determine said proposed assignees qualifications to implement the requirements of this Agreement.

This Agreement does not relieve, nor will it be construed to relieve Owner of its obligations under other sections of this Agreement.

4. RECORDS

Owner shall:

A. Maintain required documentation and certifications from each Qualified Household in the Development in the form and containing information required by applicable laws and regulations, or later adopted by the County.

B. File a copy of each income certificate with County;

C. Maintain complete and accurate records pertaining to the Target Units sold and incomes of the Qualified Households, and permit County to inspect said records at any time with reasonable notice;

D. Prepare and submit an annual certificate certifying: i) the percentage of the dwelling units in the Development owned by Qualified Households, and held vacant and available for occupancy by Qualified Households; and ii) whether a default occurred under this Agreement;

E. Maintain, and provide to County upon request, a record of the sales price of each Target Unit and of comparable, contemporaneously sold non-Target Units within the Development; and

F. In lieu of complying with the requirements set forth in subsections (a), (b), (c), (d) of this Section 4, Owner may pay the County a one (1) time low-income housing administration fee of \$100.00 per Target Unit.

5. INDEMNIFICATION

Owner shall indemnify, hold harmless, and defend County, and its board of supervisors, officials, employees, and agents against all loss, costs, damages, expenses, suits, judgments, actions, and liabilities of whatever nature (including, without limitation, attorneys' fees of legal counsel reasonably acceptable to the indemnified parties, litigation and court costs, settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, or arising from, or related to: a) actual or alleged negligence or willful misconduct by Owner or Owner's agents in the design, construction, installation, operation, use, occupancy, maintenance, or ownership of the Development, (including compliance with laws, ordinances, and rules and regulations of public authorities with jurisdiction); or b) any written statement(s) or representation(s), that County detrimentally relied upon, by County or a third party to whom County (or Owner acting on County's behalf) relays the same under an obligation to do so, with respect to Owner or the Development made or given to County by Owner or any of its agents or employees, including, but not limited to, statements or representations of facts, financial information, or partnership affairs. This indemnification extends to any assignee(s) or successor(s) of Owner.

Owner shall pay upon demand, all of the reasonable fees and expenses, including attorneys' fees, paid or incurred by the County to enforce this Agreement.

6. DEVELOPMENT LOCATION

Owner represents and warrants the Development will be located entirely within the boundaries of the Kings County.

7. SALE OR TRANSFER OF THE DEVELOPMENT

Owner hereby covenants and agrees not to sell, transfer, or otherwise dispose of the Development, or any portion thereof (other than lots developed for sale to a third party), or their Development Rights hereunder, without obtaining the prior written consent of the Kings County Board of Supervisors, which consent shall not be unreasonably withheld.

8. TERM

This Agreement commences on the Effective Date, and continues until the Parties complete performance of their duties and obligations, unless otherwise terminated under its terms.

9. COVENANTS TO RUN WITH THE LAND

Owner subjects the Development to the covenants, reservations, and restrictions contained in this Agreement. This Agreement is not applicable to non-Target Unit lots and Owner may transfer said lots free and clear of the obligations under this Agreement. County and Owner hereby declare their express intent that the covenants, reservations, and restrictions set forth herein shall be deemed covenants running with the undeveloped portions of the land and with each of the Target Units, and shall pass to and be binding upon Owner's successors in title to the Development, the Development Site and the Target Units, and shall encumber the Target Units constructed on the land; provided, however, that on the termination of this Agreement, or upon the earlier termination of its provisions as set forth in this Agreement as to specific Target Units, said covenants, reservations, and restrictions shall expire. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Development Site or any portion thereof, or any of the Target Units, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations and restrictions set forth herein, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instruments.

10. ENFORCEMENT

If Owner defaults in the performance or observance of any covenant, agreement, or obligation of Owner set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice of the default given by County to Owner, then County shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take any one or more of the following steps:

(i) By suit, action, or proceeding, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of County hereunder;

(ii) Have access to and inspect, examine, and make copies of all of the books and records of Owner pertaining to the Development; and/or

(iii) If specific performance or an injunction is not available or would not make County whole, take such other or additional action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, and agreements of Owner hereunder, including, without limitation, for damages, restitution, or to establish a constructive trust, as may be appropriate, to recover on behalf of the public and for the purpose of increasing the supply of low-income housing in Kings County, the value of any benefit obtained by Owner as a result of the density bonus and other incentives conferred hereby.

All fees, costs, and expense of County incurred in initiating and prosecuting formal legal action pursuant to this Section, including attorneys' fees, shall be the sole responsibility of Owner, and

Owner, as security for the payment of any such fees, costs, and expenses and the performance or observance of each covenant, agreement, and obligation of Owner set forth in this Agreement, hereby grants, bargains, sells and conveys to County, a lien and security interest in the Development.

11. RECORDING AND FILING

County shall cause this Agreement and any amendments to be recorded in the Official Records of the County of Kings and in such other places as County may reasonably request. Owner shall pay all fees and charges County incurs recording this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Venue for the purposes of filing of any action arising in any way out of this Agreement or any rights or duties hereunder shall be in Kings County, California.

13. AMENDMENTS

This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in interest and duly recorded in the Official Records of the County of Kings.

14. NOTICE

Any notice or certificate required to be given hereunder shall be given by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other address as may be specified by any party hereto by written notice hereunder to each of the parties hereto:

County
Chuck Kinney, Director
Kings County Community
Development Agency
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

Contractor
Spradling Construction, Inc.
4848 North First Street, Suite 107
Fresno, CA 93726-0526

Notice is deemed given three (3) business days after the date of mailing.

///

15. SEVERABILITY

If any provision of this Agreement is found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not be affected or impaired thereby.

16. WAIVER

The failure of County to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by the County of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by Owner.

17. UNFORESEEN CIRCUMSTANCES

The Parties shall not be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. CHOICE OF LAW

The Parties executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California governs the validity, enforceability, or interpretation of this Agreement. The Parties entered into this Agreement in Kings County, where it will be performed, rendering Kings County the appropriate venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

19. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

20. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

“OWNER”

SPRADLING CONSTRUCTION, INC.

By: _____
Sherman Spradling, Owner
Spradling Construction Inc.

Dated: _____, 2021

COUNTY OF KINGS

By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

Dated: _____, 2021

Exhibit "A"

RECORDING REQUESTED BY:
Kings County Community Development Agency

AND WHEN RECORDED MAIL TO:

Kings County Community Development Agency
Government Center
Hanford, CA 93230

NOTE TO RECORDER: California Government Code section 27383 provides: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

|Space above this line for Recorder's use

HOME OWNERSHIP AGREEMENT AND LIEN

THIS HOME OWNERSHIP AGREEMENT AND LIEN (hereinafter referred to as the "Agreement and Lien") is made and entered into this ____ day of _____, 21__ by and between Spradling Construction Inc. or its successor in interest ("Seller") and _____ (hereinafter referred to as the "Buyer").

RECITALS

WHEREAS, Seller has received density bonus developer incentives to provide housing for low income households pursuant to a density bonus agreement, being Kings County Agreement No. 21-???, entered into on _____, 2021, by and between Seller and the County of Kings ("Density Bonus Agreement") as recorded on _____, as Document No. _____ of Kings County Records; and

WHEREAS, Seller has agreed pursuant to the Density Bonus Agreement, to restrict the sale, transfer or conveyance of certain dwelling units ("Target Units") to Qualified Households, who meet the definition of "lower income households," as defined in Government Code section 65915 and Health and Safety Code section 50079.5, within Phase 4-3 of Vesting Tentative Tract No. 756, Armona North Subdivision, as recorded _____, in Volume __, page _ _____, of Licensed Surveyor Plats (hereinafter referred to as "Phase 4-3 of Tract No. 756"); and

WHEREAS, Buyer is a Qualified Household and is otherwise qualified to purchase a Target Unit under the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Buyer and Seller agree as follows:

1. Definitions. The definitions set forth in the Density Bonus Agreement are incorporated herein as if set forth at length and are hereby made a part of this Agreement and Lien.

2. Sale and Purchase. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Target Unit consisting of real property situated at _____, Armona, California, otherwise identified as Lot No. _____ within Phase 4-3 of Tract No. 756, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property" or as the "Target Unit"). Said real property, together with all improvements now or hereafter erected on the Property, shall be deemed to be and remain a part of the Property covered by this Agreement and Lien.

3. Program Requirements. This Agreement and Lien is in furtherance of and shall be subject to the requirements contained in California Government Code Sections 65915 to 65918, California Health and Safety Code Sections 50052.5 and 50079.5, the regulations promulgated thereunder ("Regulations"), and the most current version of Kings County Ordinance No. 668.

4. Term. This Agreement and the terms hereof shall become effective upon its execution, and shall continue in force until each condition and covenant contained herein is either satisfied or legally excused.

5. Third Party Beneficiary. Buyer and Seller hereby agree and acknowledge that the County of Kings ("County") is a third party beneficiary of this Agreement and Lien. Nothing contained herein shall be construed as to prevent the County from enforcing the covenants and conditions of this Agreement and Lien by any means provided for in Section 12 hereof entitled "Remedies," or other appropriate means.

6. Sale or Transfer of Property. Buyer shall not sell, convey, or transfer title to or possession of the Property during the term of this Agreement and Lien without the prior written approval of the County. The County will authorize the sale, conveyance, or transfer of title to or possession of the Property upon the making of appropriate arrangements, such as through the delivery of instructions to the escrow agent for any such sale, conveyance, or transfer, to ensure that the County will recover its Proportionate Share of Appreciation from the sale, conveyance, or transfer.

7. Payment Limitations. The total monthly mortgage payment to be paid by Buyer including principle, interest, taxes, insurance, assessment district fees and homeowner's association fee, if applicable, shall not exceed 30 percent of 70 percent of the monthly area median income adjusted for family size appropriate for the unit. Said total mortgage payment of Buyer, as herein defined, shall be \$ _____ per month. The total down payment, excluding closing costs, shall not exceed ten (10) percent of the purchase price. Said down payment by Buyer shall be \$ _____.

8. Recordation. The County of Kings shall cause this Agreement and Lien, and any amendments thereto, to be recorded in the Official Records of the County of Kings and in such other places as County reasonably may determine.

9. Lien. This Agreement and Lien shall attach to and operate as a lien against the Property to secure performance by the Buyer of his or her obligations hereunder.

10. Covenants to Run With the Land. Buyer hereby subjects the Property to the covenants, reservations, and restrictions set forth in this Agreement and Lien. Seller and Buyer hereby declare that it is their express intention that the covenants, conditions, limitations and restrictions set forth herein shall be deemed covenants running with the land.

11. Default. Seller, or its successor in interest, may, at its option, declare any breach by Buyer of any covenant or condition of this Agreement and Lien to be a default of this Agreement and Lien. Waiver by Seller, or its successor in interest, of a breach of a covenant or condition in one instance shall not be regarded as a waiver in any other instance.

12. Remedies. Seller, or its successor in interest, shall be entitled to seek all judicial or non-judicial remedies available at law or in equity, including foreclosure, injunction, and specific performance, for any breach or default by Buyer. Seller, or its successor in interest, shall be entitled to collect all reasonable costs and expenses incurred in pursuing its legal remedies, including but not limited to reasonable attorneys' fees.

13. Foreclosure Actions by Others. The breach of any conditions or covenants of this Agreement and Lien shall not defeat or render invalid the lien of any mortgage or deed of trust on the Property or any part thereof made in good faith and for value.

14. Notice of Pending Sale, Conveyance, or Transfer. In the event Buyer acts, after purchasing the Property, to sell, convey, or transfer the Property, Buyer shall cause notice of any impending sale or transfer to be given to the County no less than thirty (30) days prior to any such impending sale or transfer.

15. Notice. Any notice required to be given hereunder shall be given in writing by certified mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified from time to time by any party hereto by written notice to each of the other parties:

Seller: Spradling Construction
4848 North First Street, Suite 107
Fresno, CA 93726-0526

Buyer: _____

County: Kings County Community Development Agency
Attention: Community Development Director
Kings County Government Center
1400 West Lacey Boulevard
Hanford, California 93230

Notice shall be deemed given three (3) business days after the date of mailing.

16. Amendments. This Agreement and Lien shall be amended only by a written instrument executed by the parties hereto or their successors in interest, and duly recorded in the Official Records of the County of Kings.

17. Governing Law and Venue. This Agreement and Lien shall be governed by the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and Lien and any rights and duties hereunder shall be Kings County, California.

18. Severability. The covenants and conditions of this Agreement and Lien are severable such that the invalidation of any one covenant or condition by law, judgment, or court order shall not affect the remaining covenants and conditions.

19. Entire Agreement; Counterparts. This Agreement represents the entire agreement between the parties and their successors in interest, and no prior oral or written understanding shall be of any force or effect. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Lien, with signatures acknowledged, at _____, California, on the dates indicated below.

SELLER

By: _____ Date: _____
Spradling Construction Inc.
Owner

BUYER

By: _____ Date: _____

By: _____ Date: _____

THIRD PARTY BENEFICIARY

By the signature of its authorized representative below, the County of Kings hereby acknowledges and consents to the terms and conditions of this Agreement and Lien.

County of Kings

By: _____ Date: _____
Chuck Kinney
Kings County Community Development Director

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

IN THE MATTER OF ENTERING A
DENSITY BONUS DEVELOPMENT
AGREEMENT FOR PHASE 4-3 OF
VESTING TENTATIVE TRACT MAP
NO. 756 WITH SPRADLING CONST. INC.

RESOLUTION NO. _____

WHEREAS, on October 30, 1997, Verdegaal Brothers submitted Tentative Tract Number 756, which included a request for a Density Bonus; and

WHEREAS, On April 12, 1999, Division Two of the Kings County Advisory Agency certified the Mitigated Negative Declaration for Vesting Tentative Tract Map No. 756 and approved the land division, as proposed, subject to the conditions and exceptions contained in Advisory Agency Resolution No. 99-05. Resolution No. 99-05 required the Developer to enter into a density bonus development agreement pursuant to California Government Code Section 65864-65869.5 et seq.; and

WHEREAS, on April 9, 2001, the Kings County Advisory Agency adopted Resolution No. 01-04, approving a two-year extension of time for Vesting Tentative Tract Map No. 756; and

WHEREAS, on May 5, 2003, Division Two of the Kings County Advisory Agency adopted Resolution No. 03-03, approving a second two-year extension of time for Vesting Tentative Tract Map No. 756, modifying Condition No. 26, and adding Condition No. 30; and

WHEREAS, Section 65915 et seq. of the Government Code of the State of California authorizes the County to grant developers a density bonus beyond the otherwise allowable residential zoning density, in exchange for an agreement to dedicate a portion of a residential project to lower-income housing units; and

WHEREAS, Item A.1.f in Chapter 4 of the *2016-2024 Kings County Housing Element*, states that Kings County currently allows density bonus procedures in compliance with State law; and

WHEREAS, on August 29, 1995, the Board of Supervisors established policies and procedures for the review and approval of development agreements; and

WHEREAS, Kings County Advisory Agency Resolution No. 03-03 also granted a density increase of up to 25 percent over the otherwise maximum allowable residential density in exchange for a written agreement to dedicate a portion of this residential project to lower-income housing units, pursuant to California Government Code Section 65915 et seq.; and

WHEREAS, it is now necessary to enter into the density bonus development agreement between the parties for the project and to expressly designate the Target Units which will be encumbered under the terms of the agreement and under the terms of California Government Code Section 65915; and

WHEREAS, on December 7, 2021, the Kings County Board of Supervisors opened and held a duly noticed public hearing to receive testimony from any interested person.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors (pursuant to Section 65864-65869.5 et seq. of the Government Code, and pursuant to language contained in Kings County Advisory Agency Resolution No. 03-03) approves Agreement No. 21-_____ with Owner/Developer entitled "Density Bonus Development Agreement No. 21-_____ between Kings County and the Owner of Phase 4-3 of Vesting Tentative Tract No. 756, Armona North Subdivision, which encumbers the undeveloped portions of this property.

2. That the Kings County Board of Supervisors authorizes the Chairperson of Kings County Board of Supervisors to sign Agreement No. 21-_____ on behalf of the County of Kings.

The foregoing Resolution was approved on a motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting of the Kings County Board of Supervisors held on the 7th day of December, 2021, by the following roll call vote:

AYES: Supervisors
NOES: Supervisors
ABSTAIN: Supervisors
ABSENT: Supervisors

Craig Pedersen, Chairman
Kings County Board of Supervisors

IN WITNESS WHEREOF, I have set my hand this 7th day of December, 2021.

Clerk of Said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM December 7, 2021

SUBMITTED BY: Community Development Agency – Chuck Kinney

SUBJECT: PUBLIC HEARING TO CONSIDER A DENSITY BONUS DEVELOPMENT AGREEMENT WITH ASPIRE HOMES CA, INC. FOR PHASE 6 & 7 OF VESTING TENTATIVE TRACT NO. 756.

SUMMARY:

Overview:

Aspire Homes Ca, Inc. wishes to develop Phase 6 & 7 of Vesting Tentative Tract No. 756. Advisory Agency Resolution No. 03-03 requires the Developer to enter into a density bonus development agreement pursuant to *California Government Code Section 65864-65869.5 et. seq.* Aspire Homes Ca, Inc. has requested that the Density Bonus Development Agreement designate eight Target Units as owner occupied units. Article 22 (Density Bonus Provisions and Reasonable Accommodations) of the *Kings County Development Code No. 668.15* allows home ownership housing development designated for low income households. Therefore, the proposal to designate the Target Units as owner occupied units is consistent with the *Kings County Development Code*, provided that the total mortgage payments and the total down payment for the Target Units meet the requirements specified in Article 22 (Density Bonus Provisions and Reasonable Accommodations) of the *Kings County Development Code No. 668.15*.

Recommendation:

- a. Conduct a public hearing to receive public comments on the proposed density bonus development agreement; and
- b. Adopt a Resolution, approving entering into a density bonus development agreement with Aspire Homes Ca, Inc.;
- c. Approve the Density Bonus Agreement with Aspire Homes Ca. Inc.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING TO CONSIDER A DENSITY BONUS DEVELOPMENT AGREEMENT WITH ASPIRE HOMES CA, INC. FOR PHASE 6 & 7 OF VESTING TENTATIVE TRACT NO. 756

December 7, 2021

Page 2 of 2

Fiscal Impact:

None to the General Fund. The Density Bonus Development Agreement has no monetary impact to Kings County.

BACKGROUND:

Aspire Homes Ca, Inc, a corporation formed under the laws of the State of California, applied to Kings County for approval to construct a residential subdivision in Armona. Aspire Homes Ca, Inc. also petitioned the County for permission to build density bonus units in conjunction with the project.

Section 65915 et seq. of the *California Government Code* authorizes the County to grant developers a density bonus beyond the allowed residential zoning density, in exchange for an agreement to dedicate a portion of a residential project to lower-income housing units.

Item A.1.f in Chapter 4 of the *2016-2024 Kings County Housing Element*, states that Kings County currently allows density bonus procedures in compliance with State law.

On April 12, 1999, Division Two of the Kings County Advisory Agency certified the Mitigated Negative Declaration for Vesting Tentative Tract Map No. 756 and approved the land division, as proposed, subject to the conditions and exceptions contained in Advisory Agency Resolution No. 99-05. Resolution No. 99-05 required the Developer to enter into a density bonus development agreement pursuant to California Government Code Section 65864-65869.5 et seq.

On April 9, 2001, Division Two of the Kings County Advisory Agency reaffirmed all of the findings previously made for Vesting Tentative Tract Map No. 756, reaffirmed all of the findings and the conditions of approval contained in Advisory Agency Resolution No. 99-05, and approved the two year extension of time.

On May 5, 2003, Division Two of the Kings County Advisory Agency reaffirmed all of the findings previously made for Vesting Tentative Tract Map No. 756, reaffirmed all of the findings and the conditions of approval contained in Advisory Agency Resolution No. 99-05 and Advisory Agency Resolution No. 01-04, except for the change to Condition No. 26 contained in Advisory Agency Resolution No. 03-03, and approved the two year extension of time with the addition of Condition No. 30.

County Counsel has reviewed the Resolution, Agreement and Exhibit as to form.

RECORDING REQUESTED BY:
Kings County Community Development
Agency

WHEN RECORDED MAIL TO:
Kings County Community Development
Agency
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

NOTE TO RECORDER: No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record. (Government Code section 27383)



Space above this line for Recorder's use

AGREEMENT No. 21-____
DENSITY BONUS DEVELOPMENT AGREEMENT
PHASES 6 & 7 OF VESTING TENTATIVE TRACT NO. 756,
ARMONA NORTH SUBDIVISION

THIS AGREEMENT is made and entered into as of _____, 2021 (the "Effective Date"), by and between the County of Kings, a political subdivision of the State of California ("County"), and Aspire Homes of CA, Inc., a California corporation ("Owner") (singularly a "Party" collectively the "Parties").

R E C I T A L S

WHEREAS, Government Code section 65915, *et seq.* (the "Act") authorizes the County to grant a density bonus in exchange for an agreement to dedicate a portion of a project to lower income housing units;

WHEREAS, Owner owns certain real estate within the unincorporated area of Kings County, California, as fully described in **Exhibit "A"**, commonly known as Vesting Tentative Tract ("VTT") No. 756, Phase 6 and 7;

WHEREAS, on October 30, 1997, Verdegaal Brothers submitted Vesting Tentative Tract Number 756, which included a request for a Density Bonus;

WHEREAS, on April 12, 1999, the Kings County Advisory Agency adopted Resolution No. 99-05, approving Vesting Tentative Tract No. 756, granting a Density Bonus subject to approval of a Density Bonus Development Agreement;

WHEREAS, on April 9, 2001, the Kings County Advisory Agency adopted Resolution No. 01-04, approving a two-year extension of time for Vesting Tentative Tract No. 756;

WHEREAS, on May 5, 2003, Division Two of the Kings County Advisory Agency adopted Resolution No. 03-03, approving a second two-year extension of time for Vesting Tentative Tract No. 756, modifying Condition No. 26, and adding Condition No. 30;

WHEREAS, Owner desires to develop singly-family housing on approximately ninety-six (96) lots, which will be located in Phases 6 and 7 of VTT No. 756, the Armona North Subdivision; and

WHEREAS, on _____ 2021, the Kings County Board of Supervisors opened and held a duly noticed public hearing to receive testimony from any interested person.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, County and Owner agree as follows:

1. DEFINITIONS

A. “Development Site” means the undeveloped parcel or parcels of the Final Map recorded on _____, 2021, in Volume _____ at Page _____ of _____ Licensed Surveyor’s Plats in Kings County Records and approved by Kings County Advisory Agency Resolution 03-03 on May 5, 2003.

B. “Development” means the buildings, structures, and other improvements to be constructed on the Development Site, and all fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures, and other improvements.

C. “Development Rights” means the rights County gives Owner to develop the Development Site in accordance with the terms and conditions of this Agreement.

D. “Home Ownership Agreement and Lien” means the agreement between the Owner and the person or persons who qualify as a Qualified Household. The form Home Ownership Agreement and Lien (“Agreement and Lien”) is attached as **Exhibit “B”**. The enforcement mechanisms employed for compliance with Kings County Ordinance No. 668.15 are incorporated into the Agreement and Lien.

E. “Proportionate Share of Appreciation” means both County’s initial subsidy and its the proportionate share of appreciation calculated in accordance with Kings County Development Code section 2204.D.3, as stated in Ordinance No. 668.15.¹

¹ Section 2204.D.3 as stated in Ordinance No. 668.15 reads in relevant part:

- a. Upon resale, . . . [t]he County shall recapture any initial subsidy and its proportionate share of appreciation, which amount shall be used within five years [to provide other low income housing opportunities in the community].
- b. The County’s initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of resale shall be used as the initial market value.

F. "Qualified Households" means "lower income households," defined in Government Code section 65915 and Health and Safety Code section 50079.5.

G. "Successor Developer" means any developer of low-income housing approved by the County under Section 3(j) below.

H. "Target Units" means all units restricted under this Agreement and set aside to develop for Qualified Households. The Target Units for Phases 6 and 7 of Vesting Tentative Tract No. 756 are as follows:

(1) One (1) lot chosen from Lots 218 and 220 of Phase 6 & 7 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats;

(2) One (1) lot chosen from Lots 231 and 232 of Phase 6 & 7 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats;

(3) One (1) lot chosen from Lots 239 and 243 of Phase 6 & 7 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats;

(4) One (1) lot chosen from Lots 247 and 248 of Phase 6 & 7 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats;

(5) One (1) lot chosen from Lots 262 and 264 of Phase 6 & 7 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats;

(6) One (1) lot chosen from Lots 273 and 274 of Phase 6 & 7 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats;

(7) One (1) lot chosen from Lots 277 and 279 of Phase 6 & 7 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats; and

(8) One (1) lot chosen from Lots 285 and 287 of Phase 6 & 7 of Vesting Tentative Tract No. 756 as recorded on _____, 2021 in Volume _____, at page _____ of Licensed Surveyor Plats.

///

-
- c. The County's proportionate share of appreciation shall be equal to the ratio of the County's initial subsidy to the fair market value of the home at the time of initial sale.

2. GRANT OF DENSITY BONUS AND CONCESSIONS

County grants Owner a density bonus increase up to twenty-five percent (25%) of the permissible number of dwelling units for the entire Armona North Subdivision (“Density Bonus”). The Density Bonus increases the permitted dwelling units from eighty (80) to ninety-six (96) units in Phases 6 and 7 of Vesting Tentative Tract No. 756. County grants Owner the additional concessions of: a) a reduction in the minimum lot width of sixty (60) feet to fifty (50) feet; b) a reduction in the minimum site area of 6,000 square feet to 4,800 square feet; and c) the elimination of the maximum site coverage requirements.

3. SALE OF TARGET UNITS

Owner shall sell a minimum of eight (8) Target Units to Qualified Households. Without exception, the sale of developed Target Units must be to Qualified Households, and requires Qualified Households to execute and record the Agreement and Lien . Each Agreement and Lien requires the Qualified Household to pay the County its Proportionate Share of Appreciation upon resale of a Target Unit. To satisfy the requirements of this section, Owner shall record covenants, conditions and restrictions upon the Development as follows:

- A. The Development is restricted to use as residential, owner-occupied housing.
- B. The Development’s ownership, management, and operations must be exercised to ensure ten percent (10%) of the units allowed under existing zoning are available for homeownership by Qualified Households.
- C. Existing zoning authorizes construction of a maximum of eighty (80) units. The density bonus permits construction of a maximum of ninety-six (96) units. All units are located in Phases 6 and 7 of Vesting Tentative Tract No. 756.
- D. The Target Units will be of the quality, size, and appearance comparable to other units in the Development. Each target unit in the Development contains complete, separate, and distinct facilities for living, sleeping, eating, cooking, and sanitation for a family, and must include a sleeping area, bathing and sanitation facilities, and food preparation facilities equipped with a cooking range, refrigerator and sink. All owners and occupants of the Target Units have equal access to and enjoyment of all the Development’s common facilities.
- E. None of the Target Units may be utilized for transient purposes, such as: hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, trailer court or park, or other similar transient use.
- F. None of the Target Units may be owned or used as a condominium, organized or used as a cooperative housing corporation, or converted to such ownership or use, unless approved by the County in writing and approved by the Board of Supervisors.
- G. All of the Target Units in the Development must be continually available for home ownership by Qualified Households, based exclusively upon income, currently defined as eighty percent (80%) of area median income under Government Code section 65915, Health and Safety

Code section 50079.5, and Kings County Ordinance No. 668.15, Article 22, Section 4.2. The income of potential buyers is the sole factor to qualify as a Qualified Household and no other preference to any particular class or group may be considered to qualify as a Qualified Household for the purchase of a Target Unit.

H. Owner shall accept purchasers on the same basis as all other prospective purchasers. Owner shall not apply purchaser selection criteria that is more burdensome than selection criteria applied to any other prospective purchasers. Except as otherwise set forth above, Owner warrants all Qualified Households that purchase Target Units from Owner will execute an Agreement and Lien.

I. No Target Unit in the Development will be sold to, or occupied by Owner, or any of its members, officers, employees, agents, or immediate family members, with the exception of using one (1) Target Unit as a model home for a reasonable time.

J. Within thirty (30) days of the recording date of the Agreement and Lien, Owner shall prepare and mail to the County, return receipt requested, a copy of the Agreement and Lien.

K. Owner shall comply with the following construction schedule for completion of the Target Units in Phase 6 and 7 of Vesting Tentative Tract 756: i) one (1) Target Unit must be completed concurrently with the first twelve and one-half percent (12.5%) of units started; and ii) one (1) Target Unit for each twelve and one-half percent (12.5%) of units started thereafter until all Target Units are completed.

L. County shall not issue building permits for any unit in each subsequent twelve and one-half percent (12.5%) increment, unless a corresponding Target Unit has been either i) sold, transferred, or conveyed to a Successor Developer approved by the County pursuant to the provisions of Section 4 below or ii) or in contract with a fully executed purchase agreement with A Qualified Household.

4. ASSIGNMENT

Owner may assign its rights and obligations to sell, maintain and otherwise meet its obligations regarding the Target Units to an entity with expertise in low and moderate income housing development to assist in the development of this Project (defined as a Successor Developer), subject to the prior written consent of the Board of Supervisors, not to be unreasonably withheld (the "Assignment").

Owner shall include the following in the Assignment, or in any attempt to assign any of its rights under this Agreement:

A. A reasonable time period to allow Successor Developer to develop and construct the Target Unit(s) ("Designated Period");

B. If Successor Developer fails to develop and construct the Target Units within the Designated Period, ownership of the remaining undeveloped portions of the Development Site and the uncompleted lots for the Target Unit(s) revert to Owner.

If the Successor Developer does not develop the Target Units by the date Designated Period reflected in the Assignment, the Successor Developer or Owner may apply to the County for an extension. If the Successor Developer has made substantial progress in completion of the Target Units, County may approve the extension application, which approval shall not be unreasonably withheld.

The County shall consider and act on a proposed assignment within thirty (30) days of receiving Owner's written request for approval of an assignment, in accordance. County may consider additional documentation reasonably requested by County, and the proposed assignee's qualifications, such as documentation regarding its financial ability to determine said proposed assignees qualifications to implement the requirements of this Agreement.

This Agreement does not relieve, nor will it be construed to relieve Owner of its obligations under other sections of this Agreement.

4. RECORDS

Owner shall:

A. Maintain required documentation and certifications from each Qualified Household in the Development in the form and containing information required by applicable laws and regulations, or later adopted by the County.

B. File a copy of each income certificate with County;

C. Maintain complete and accurate records pertaining to the Target Units sold and incomes of the Qualified Households, and permit County to inspect said records at any time with reasonable notice;

D. Prepare and submit an annual certificate certifying: i) the percentage of the dwelling units in the Development owned by Qualified Households, and held vacant and available for occupancy by Qualified Households; and ii) whether a default occurred under this Agreement;

E. Maintain, and provide to County upon request, a record of the sales price of each Target Unit and of comparable, contemporaneously sold non-Target Units within the Development; and

F. In lieu of complying with the requirements set forth in subsections (A), (B), (C), (D) and (E) of this Section 4, Owner may pay the County a one (1) time low-income housing administration fee of \$100.00 per Target Unit.

5. INDEMNIFICATION

Owner shall indemnify, hold harmless, and defend County, and its board of supervisors, officials, employees, and agents against all loss, costs, damages, expenses, suits, judgments, actions, and liabilities of whatever nature (including, without limitation, attorneys' fees of legal counsel reasonably acceptable to the indemnified Parties, litigation and court costs, settlement, and

amounts paid to discharge judgments) directly or indirectly resulting from, or arising from, or related to: a) actual or alleged negligence or willful misconduct by Owner or Owner's agents in the design, construction, installation, operation, use, occupancy, maintenance, or ownership of the Development, (including compliance with laws, ordinances, and rules and regulations of public authorities with jurisdiction); or b) any written statement(s) or representation(s), that County detrimentally relied upon, by County or a third party to whom County (or Owner acting on County's behalf) relays the same under an obligation to do so, with respect to Owner or the Development made or given to County by Owner or any of its agents or employees, including, but not limited to, statements or representations of facts, financial information, or partnership affairs. This indemnification extends to any assignee(s) or successor(s) of Owner.

Owner shall pay upon demand, all of the reasonable fees and expenses, including attorneys' fees, paid or incurred by the County to enforce this Agreement.

6. DEVELOPMENT LOCATION

Owner represents and warrants the Development will be located entirely within the boundaries of the Kings County.

7. SALE OR TRANSFER OF THE DEVELOPMENT

Owner covenants not to sell, transfer, or otherwise dispose of the Development, or any portion thereof (other than lots developed for sale to a third party), or their Development Rights under this Agreement, without obtaining the prior written consent of the Kings County Board of Supervisors, which consent shall not be unreasonably withheld.

8. TERM

This Agreement commences on the Effective Date, and continues until the Parties complete performance of their duties and obligations, unless otherwise terminated under its terms.

9. COVENANTS TO RUN WITH THE LAND

Owner subjects the Development to the covenants, reservations, and restrictions contained in this Agreement. This Agreement is not applicable to non-Target Unit lots and Owner may be transfer said lots free and clear of the obligations under this Agreement. County and Owner declare their express intent that the covenants, reservations, and restrictions set forth herein shall be deemed covenants running with the undeveloped portions of the land and with each of the Target Units, and shall pass to and be binding upon Owner's successors in title to the Development, the Development Site and the Target Units, and shall encumber the Target Units constructed on the land; provided, however, that on the termination of this Agreement, or upon the earlier termination of its provisions as set forth in this Agreement as to specific Target Units, said covenants, reservations, and restrictions expire. Each and every contract, deed, or other instrument executed covering or conveying the Development Site or any portion thereof, or any of the Target Units, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations and restrictions set forth in this Agreement, regardless of whether the covenants, reservations, and restrictions are set forth in such contract, deed or other instruments.

10. ENFORCEMENT

If Owner defaults in the performance or observance of any covenant, agreement, or obligation of Owner set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice of the default given by County to Owner, then County shall declare an “Event of Default” occurred and, at its option, may take any one or more of the following steps:

A. By suit, action, or proceeding, require Owner to perform its obligations and covenants under this Agreement or enjoin any acts or things which may be unlawful or in violation of the rights of County;

B. Have access to and inspect, examine, and make copies of all of the books and records of Owner pertaining to the Development; and/or

C. If specific performance or an injunction is not available or would not make County whole, take such other or additional action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, and agreements of Owner, including, without limitation, for damages, restitution, or to establish a constructive trust, as may be appropriate, to recover on behalf of the public and for the purpose of increasing the supply of low-income housing in Kings County, the value of any benefit obtained by Owner as a result of the density bonus and other incentives conferred by this Agreement.

All fees, costs, and expense of County incurred in initiating and prosecuting formal legal action pursuant to this Section, including attorneys’ fees, shall be the sole responsibility of Owner, and Owner, as security for the payment of any such fees, costs, and expenses and the performance or observance of each covenant, agreement, and obligation of Owner set forth in this Agreement, hereby grants, bargains, sells and conveys to County, a lien and security interest in the Development.

11. RECORDING AND FILING

County shall cause this Agreement and any amendments to be recorded in the Official Records of the County of Kings and in such other places as County may reasonably request. Owner shall pay all fees and charges County incurs recording this Agreement.

13. AMENDMENTS

The Parties may amend this Agreement only by a written instrument executed by the Parties or their successors in interest and duly recorded in the Official Records of the County of Kings.

///

///

14. NOTICE

Any notice or certificate required to be given under this Agreement shall be given by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other address as may be specified by any Party by written notice to each of the Parties as follows:

County	Owner
Chuck Kinney, Director	Daniel N. Bailey, President
Kings County Community	Aspire Homes CA, Inc.
Development Agency	P.O. Box 5818
1400 West Lacey Blvd., Building 6	Palm Springs, CA 92263
Hanford, CA 93230	

Notice is deemed given three (3) business days after the date of mailing.

15. SEVERABILITY

If any provision of this Agreement is found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not be affected or impaired thereby.

16. WAIVER

The failure of County to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by the County of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by Owner.

17. UNFORESEEN CIRCUMSTANCES

The Parties shall not be responsible for any delay caused by natural disaster, epidemic, war, civil disturbance, labor dispute or other cause beyond a Party's reasonable control, if the aggrieved Party notifies the other Party in writing of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. CHOICE OF LAW

The Parties executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California governs the validity, enforceability, or interpretation of this Agreement. The Parties entered into this Agreement in Kings County, where it will be performed, rendering Kings County the appropriate venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Owner waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

19. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Owner, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Owner waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

20. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

SIGNATURES ON FOLLOWING PAGE

REMAINING PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

ASPIRE HOME CA, INC.

By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

By: _____
Daniel N. Bailey, President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Diane Freeman, Interim County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Legal Description

Exhibit B: Agreement and Lien

REQUIRED ACKNOWLEDGEMENTS ON FOLLOWING PAGES

Exhibit "A"

Legal Description

NEEDS TO BE INSERTED

Exhibit "B"

RECORDING REQUESTED BY:
Kings County Community Development Agency

AND WHEN RECORDED MAIL TO:

Kings County Community Development Agency
Government Center
Hanford, CA 93230

NOTE TO RECORDER: California Government Code section 27383 provides: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

|Space above this line for Recorder's use

HOME OWNERSHIP AGREEMENT AND LIEN

THIS HOME OWNERSHIP AGREEMENT AND LIEN (the "Agreement and Lien") is made and entered into on _____, 2021, by and between Aspire Homes CA, Inc. ("Seller") and _____ (the "Buyer").

RECITALS

WHEREAS, Seller received density bonus developer incentives to develop housing for low-income households under a Density Bonus Development Agreement, titled Kings County Agreement No. 21- _____, entered into on _____, 2021, by and between Seller and the County of Kings (the "County") ("Density Bonus Agreement"), recorded on _____, as Document No. _____ of Kings County Records; and

WHEREAS, Seller agreed to restrict the sale, transfer or conveyance of certain dwelling units under the Density Bonus Agreement to Qualified Households, defined as "lower income households," under Government Code section 65915 and Health and Safety Code section 50079.5 ("Target Units"), within Phases 6 & 7 of Vesting Tentative Tract No. 756, Armona North Subdivision, recorded on _____, 2021, in Volume _____, Page _____, of Licensed Surveyor Plats ("Phases 6 & 7 of Tract No. 756"); and

WHEREAS, Buyer is a Qualified Household and eligible and qualified to purchase a Target Unit under this Lien and Agreement's terms, conditions, covenants, restrictions.

././

././

Exhibit "B"

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and Lien, Buyer and Seller agree as follows:

1. Definitions. The definitions in the Density Bonus Agreement are incorporated into and made a part of this Agreement and Lien by this reference. Any reference to the Buyer or the Seller includes of their successors in interest.

2. Sale and Purchase. Seller agrees to sell and Buyer agrees to purchase the Target Unit consisting of real property situated at _____, Armona, California, otherwise identified as Lot No. _____, in Phase 6 & 7 of Tract No. 756, and more particularly described in **Exhibit "A"** attached to and incorporated into this Agreement and Lien by this reference (the "Property" or the "Target Unit"). The Property with all the improvements now or later erected, constructed or affixed on the Property are and remain a part of the Property covered by this Agreement and Lien.

3. Program Requirements. This Agreement and Lien is subject to the requirements contained in Government Code sections 65915 to 65918, Health and Safety Code sections 50052.5 and 50079.5, the regulations promulgated under said code section, and the most current version of Kings County Ordinance No. 668.

4. Term. This Agreement and Lien commences on its full execution and continues in full force and effect until each condition and covenant under this Agreement and Lien are either satisfied or legally excused.

5. Third Party Beneficiary. Buyer and Seller understand and acknowledge the County is a third-party beneficiary of this Agreement and Lien. Nothing contained in this Agreement and Lien is to be construed to prevent the County from enforcing the covenants, conditions and restrictions in this Agreement and Lien by any means under Section 12 or any other appropriate means.

6. Sale or Transfer of Property. Buyer shall not sell, convey, or transfer title to or possession of the Property during the term of this Agreement and Lien without the prior written approval of the County. The County will authorize the sale, conveyance, or transfer of title to or possession of the Property upon making of appropriate arrangements, such as delivery of instructions to the escrow officer for any such sale, conveyance, or transfer to reserve the County's right to recover its Proportionate Share of Appreciation from a sale, conveyance, or transfer.

7. Payment Limitations. Buyer's total monthly mortgage payment, including principle, interest, taxes, insurance, assessment district fees, homeowner's association fees, and other assessments or taxes imposed shall not exceed thirty percent (30%) of seventy percent (70%) of the area's monthly median income adjusted for family size appropriate for the unit. Buyer's mortgage payment will be \$ _____ per month. The total down payment, excluding closing costs, shall not exceed ten percent (10%) percent of the purchase price and Buyer's down payment will be \$ _____.

Exhibit "B"

8. Recordation. The County shall cause this Agreement and Lien, and any amendments, to be recorded in the Official Records of the County of Kings and in other places as County may reasonably determine.

9. Lien. This Agreement and Lien attaches to, operates as a lien against, and encumbers the Property to secure Buyer’s performance of their obligations under this Agreement and Lien.

10. Covenants to Run with the Land. Buyer subjects the Property to the covenants, conditions and restrictions in this Agreement and Lien. Seller and Buyer declare their express intention that the covenants, conditions, and restrictions run with the land, and bind the both Buyer and Seller, and any of their successors in interest.

11. Default. Seller may declare Buyer in default the breach by Buyer of any covenant, condition or restriction under this Agreement and Lien. Seller’s waiver of a breach of a covenant, condition or restriction is not the waiver of any other breach.

12. Remedies. Seller is entitled to seek all judicial and non-judicial remedies available at law or in equity, including, but not limited to, foreclosure, injunction, and specific performance for any breach or default by Buyer. Seller is entitled to collect all reasonable costs and expenses incurred in pursuing its legal remedies, including but not limited to, reasonable attorneys’ fees and litigation costs.

13. Foreclosure Actions by Others. The breach of any of the conditions, covenants or restrictions in this Agreement and Lien will not defeat or invalidate the lien of any mortgage, deed of trust, or other encumbrance on the Property or any part of it if made in good faith and for value.

14. Notice of Pending Sale, Conveyance, or Transfer. If after the Property’s purchase, Buyer acts to sell, convey, or transfer the Property, Buyer shall notify the County of any impending sale or transfer no less than thirty (30) days before the conclusion of any transaction selling or transferring the Property.

15. Notice. The Parties shall notify the other Parties in writing regarding any notice required under this Agreement and Lien and sent by certified mail, postage prepaid, return receipt requested, at the addresses below, or at such other addresses as the Parties specify from time to time:

Seller: Aspire Homes CA, LLC
P.O. Box 5818
Palm Springs, CA 92263-5818

Buyer: _____

///

Exhibit "B"

County: Kings County Community Development Agency
Attention: Community Development Director
Kings County Government Center
1400 West Lacey Boulevard
Hanford, California 93230

Notice is deemed given three (3) business days after the date of mailing.

16. Amendments. The Parties may only modify this Agreement and Lien by a written instrument executed by the Parties and recorded in the Official Records of the County of Kings.

17. Governing Law and Venue. This Agreement and Lien is governed by the laws of the State of California. Kings County, California is the venue for filing any action regarding the enforcement and interpretation of this Agreement and Lien, and of the rights and duties under.

18. Severability. The covenants, conditions and restrictions of this Agreement and Lien are severable. The finding by a court of competent jurisdiction that any of the covenants, conditions or restrictions are invalid by law, judgment, or court order has no affect on the remaining parts of this Agreement and Lien.

19. Entire Agreement; Counterparts. This Agreement and Lien represents the entire agreement between the Parties and their successors in interest, and no prior oral or written understanding is of any force or effect. This Agreement and Lien may be executed simultaneously, and in several counterparts, each an original and together constitute one (1) and the same instrument.

20. Hazard Insurance. The Buyer shall maintain, at all times, an insurance policy(ies) for hazard and fire protection, equal to at least the replacement cost of the Target Unit.

REMAINING PAGE INTENIONALLY BLANK

SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES

Exhibit "B"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Lien, with signatures acknowledged, at _____, California, on the dates indicated below.

SELLER

ASPIRE HOMES CA, INC.

By: _____
Date: _____

BUYER

By: _____ Date: _____

By: _____ Date: _____

THIRD PARTY BENEFICIARY

By the signature of its authorized representative below, the County of Kings hereby acknowledges and consents to the terms and conditions of this Agreement and Lien.

COUNTY OF KINGS

By: _____ Date: _____
Chuck Kinney
Kings County Community Development Director

H:\ORDINANCES\Density Bonus\DV-AGREE\TT 756\Phase 6 & 7\CDA - agmt exhibit A Density Bonus Agreement for Phase 6 & 7 of TT 756.doc

Exhibit "B"

Legal Description of the Property

TO BE INSERTED AT SALE OF TARGET UNIT

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

IN THE MATTER OF ENTERING A
DENSITY BONUS DEVELOPMENT
AGREEMENT FOR PHASE 6 & 7 OF
VESTING TENTATIVE TRACT MAP
NO. 756 WITH ASPIRE HOMES CA INC.

RESOLUTION NO. _____

WHEREAS, on October 30, 1997, Verdegaal Brothers submitted Tentative Tract Number 756, which included a request for a Density Bonus; and

WHEREAS, On April 12, 1999, Division Two of the Kings County Advisory Agency certified the Mitigated Negative Declaration for Vesting Tentative Tract Map No. 756 and approved the land division, as proposed, subject to the conditions and exceptions contained in Advisory Agency Resolution No. 99-05. Resolution No. 99-05 required the Developer to enter into a density bonus development agreement pursuant to California Government Code Section 65864-65869.5 et seq.; and

WHEREAS, on April 9, 2001, the Kings County Advisory Agency adopted Resolution No. 01-04, approving a two-year extension of time for Vesting Tentative Tract Map No. 756; and

WHEREAS, on May 5, 2003, Division Two of the Kings County Advisory Agency adopted Resolution No. 03-03, approving a second two-year extension of time for Vesting Tentative Tract Map No. 756, modifying Condition No. 26, and adding Condition No. 30; and

WHEREAS, Section 65915 et seq. of the Government Code of the State of California authorizes the County to grant developers a density bonus beyond the otherwise allowable residential zoning density, in exchange for an agreement to dedicate a portion of a residential project to lower-income housing units; and

WHEREAS, Item A.1.f in Chapter 4 of the *2016-2024 Kings County Housing Element*, states that Kings County currently allows density bonus procedures in compliance with State law; and

WHEREAS, on August 29, 1995, the Board of Supervisors established policies and procedures for the review and approval of development agreements; and

WHEREAS, Kings County Advisory Agency Resolution No. 03-03 also granted a density increase of up to twenty-five percent (25%) over the otherwise maximum allowable residential density in exchange for a written agreement to dedicate a portion of this residential project to lower-income housing units, pursuant to California Government Code Section 65915 et seq.; and

WHEREAS, it is now necessary to enter into the density bonus development agreement between the parties for the project and to expressly designate the Target Units which will be encumbered under the terms of the agreement and under the terms of California Government Code Section 65915; and

WHEREAS, on December 7, 2021, the Kings County Board of Supervisors opened and held a duly noticed public hearing to receive testimony from any interested person.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors (pursuant to Section 65864-65869.5 et seq. of the Government Code, and pursuant to language contained in Kings County Advisory Agency Resolution No. 03-03) approves Agreement No. 21-_____ with Owner/Developer entitled "Density Bonus Development Agreement No. 21-_____ between Kings County and the Owner of Phases 6 & 7 of Vesting Tentative Tract No. 756, Armona North Subdivision, which encumbers the undeveloped portions of this property.

2. That the Kings County Board of Supervisors authorizes the Chairperson of Kings County Board of Supervisors to sign Agreement No. 21-_____ on behalf of the County of Kings.

The foregoing Resolution was approved on a motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting of the Kings County Board of Supervisors held on the 7th day of December, 2021, by the following roll call vote:

AYES: Supervisors
NOES: Supervisors
ABSTAIN: Supervisors
ABSENT: Supervisors

Craig Pedersen, Chairman
Kings County Board of Supervisors

IN WITNESS WHEREOF, I have set my hand this 7th day of December, 2021.

Clerk of Said Board of Supervisors