

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of La Habra
Attention: City Clerk
110 East La Habra Boulevard
La Habra, CA 90633

No fee for recording pursuant to
Government Code Section 27383

**DENSITY BONUS REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**
(320-330 South Monte Vista Street)

This DENSITY BONUS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("**Agreement**") is made and entered as of ____ day of _____, 2020, by and between the CITY OF LA HABRA, a municipal corporation ("**City**"), and MS DEVELOPMENT LLC, a Wyoming limited liability company, or any successor in interest ("**Owner**"), collectively the "**Parties**," and individually a "**Party**," with reference to the following:

A. The State Density Bonus Law (Government Code sections 65915-65918) is implemented locally by the Affordable Housing Incentives chapter of the Zoning Code (La Habra Municipal Code Chapter 18.80) to provide for a density bonus, concessions and incentives, and other regulatory waivers when a developer proposes to provide rental housing affordable to Very Low or Low Income Households. Collectively, the State Density Bonus Law and the Affordable Housing Incentives chapter of the Zoning Code are referred to as the "**Density Bonus Law**."

B. Owner is the fee owner of that certain property in the City, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

C. The Owner received the following approvals from the City to construct thirty (30) dwelling units ("**Units**") with associated improvements to the Property (the "**Project**"): City Council Resolution 5892 (April 1, 2019), certifying the mitigated negative declaration of environmental impacts 18-01 for the construction of a 30-unit apartment complex at 320-330 South Monte Vista Street; City Council Ordinance 1804 (April 1, 2019), approving Planned Unit Development Master Plan 18-01 for the Property; Planning Commission Resolution No. 19-03 (January 28, 2019) approving Lot Line Adjustment No. 18-01; and Planning Commission Resolution No. 19-04 (January 28, 2019) approving Conditional Use Permit No. 18-08 (collectively the "**Project Approvals**"). As part of the Project, Owner has sought and agreed to construct three (3) Units to be affordable and rented to Very Low Income Households (the "**Affordable Units**") for the Density Bonus Term as defined below. The Affordable Units are depicted on the floorplan attached hereto as Exhibit B, attached hereto and made a part hereof,

and are identified as unit numbers 203, 210, and 310. Under Density Bonus Law, Owner has applied for, and the City has granted, the following regulatory incentives in exchange for the Owner's provision of the Affordable Units:

1. A density bonus of eight (8) additional Units (the "**Density Bonus**"); and
2. Two (2) concessions, described as follows: an increase in building height of an additional six feet (6') over the thirty-five foot (35') height limit for an overall building height of forty-one feet (41'); and a complete waiver of the private usable yard area otherwise required by the Zoning Code, resulting in no private usable yard area and instead providing 8,432 square feet of common usable yard area (the "**Concessions**"); and
3. A reduction in the ratio of vehicular parking spaces that would otherwise be required, resulting in the approval of 56 spaces (the "**Waiver**"). The Density Bonus, Concessions, and Waiver are collectively "**Incentives.**"

D. Density Bonus Law requires the City to ensure, and the Owner to agree to, continued affordability of the Affordable Units for the Density Bonus Term. To ensure continued affordability for the Density Bonus Term, this Agreement shall be executed and recorded against the Property.

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

The preamble, recitals, exhibits, and all defined terms set forth therein are hereby incorporated into this Agreement as if set forth herein in full.

ARTICLE 1 DEFINITIONS

As used in this Agreement, the terms set forth below shall have the following meanings (other defined terms not referenced below shall have the meanings where first used).

1.1 "Affordable Rent" is the maximum allowable Rent for the Affordable Units and is equal to one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Household Income, adjusted for assumed household size of two persons in a one-bedroom, three persons in a two-bedroom, and four persons in a three-bedroom Unit.

1.2 "Eligible Household" shall mean a household that has been determined to be eligible to be a Tenant of the Affordable Units as a Very Low Income Household.

1.3 "HCD" means the California Department of Housing and Community Development.

1.4 "Income Certification" means Tenant's documentation to show it qualifies an Eligible Household. This shall include at least one of the following: (1) three pay stubs for the most recent pay periods; (2) an income tax return for the most recent tax year; (3) results from a credit agency or similar search; (4) an income verification form from the Tenant's current employer; (5) three most recent bank statements for all savings and checking accounts; (6) an income verification form from the Social Security Administration and/or the California Department of Social Services if the Tenant receives assistance from either of such agencies; or (7) if the Tenant is unemployed and has no such tax return, obtain another form of independent verification.

1.5 "Median Household Income" means the median annual household income in Orange County as published and periodically updated in Title 25, California Code of Regulations, Section 6932 (or successor provision) by HCD.

1.6 "Rent" is the total monthly payment by the Tenant of the Affordable Unit for all of the following: (1) use and occupancy of the Affordable Unit and land and all facilities associated with the Affordable Unit, including but not limited to parking, storage, and use of any common areas; (2) any separately charged fees or service charges assessed by the Owner, except security deposits; (3) an allowance for utilities paid by the Tenant as established by the Orange County Housing Authority, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, Internet, or cable or subscription TV; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities that are assessed by a public or private entity other than the Owner and paid by the Tenant.

1.7 "Tenant" means a person or persons entitled by written or oral agreement with the Owner to occupy the Affordable Unit as a home or residence to the exclusion of others.

1.8 "Very Low Income Household" means a household whose income does not exceed the very low income limits applicable to Orange County, adjusted for household size, as published and periodically updated in Title 25, California Code of Regulations, Section 6932 (or successor provision) by HCD (approximately equal to fifty percent (50%) of Median Household Income).

ARTICLE 2 OWNER'S OBLIGATIONS

2.1 Rental of Affordable Unit to Eligible Households. The Owner shall ensure that the Affordable Units are occupied by Eligible Households as follows.

(a) Certification. The Owner may not enter into a lease or rental agreement or receive Rent from a Tenant for an Affordable Unit unless the Owner has provided the City with an Income Certification that the Tenant household qualifies as an Eligible Household.

(b) Information. At the request of the Owner, the City shall provide the Owner with the very low income limits applicable to Orange County, adjusted for household size, as published by HCD.

(c) Maximum Allowable Rent. The maximum Rent charged to Tenants of the Affordable Units shall not exceed Affordable Rent.

(d) Increased Income of Tenants. If, upon recertification of a Tenant's income pursuant to Section 2.4 of this Agreement, the Owner determines that the Tenant household's income has increased and exceeds the qualifying income for a Very Low Income Household, then the Tenant shall be given written notice that Tenant shall vacate the Affordable Unit six (6) months from the date of the notice or upon expiration of the Tenant's lease, whichever is later.

(e) Agreement to Limitation on Rents. The Project received the Incentives from the City in connection with the Project Approvals, and the Incentives are a form of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code. Sections 1954.52(b) and 1954.53(a)(2) of the Costa-Hawkins Act provide that, where an owner has received such assistance, certain provisions of the Costa-Hawkins Act do not apply if a property owner has so agreed by contract. The Owner hereby agrees to limit Rents as provided in this Agreement in consideration of the Owner's receipt of the Incentives and further agrees that any limitations on Rents imposed on the Affordable Units are in conformance with the Costa-Hawkins Act.

2.2 Inspection. For purposes of confirming compliance with this Agreement, an Affordable Unit shall be made available by Owner to be inspected by the City during regular business hours upon seventy-two (72) hours' written notice; provided, however, that any such inspection shall occur only once during any twelve (12) calendar month period unless: (i) the City receives a complaint that a Tenant is occupying an Affordable Unit in violation of these restrictions; or (ii) a new Tenant is occupying an Affordable Unit, in which case City may re-inspect.

2.3 Lease Provisions. The Owner shall use a form of Tenant lease (the "**Tenant Lease**") that shall, among other matters:

(a) provide that the Rent may not be raised more often than once every twelve (12) months. The Owner will provide the Tenant with at least sixty (60) days written notice of any increase in Rent;

(b) prohibit subleasing of the Affordable Unit or any portion of the Affordable Unit, contain nondiscrimination provisions, and include the Tenant's obligation to inform the Owner of any need for maintenance or repair;

(c) allow termination of the tenancy only for an increase in Tenant's household above qualifying income for Very Low Income Households or for good cause, including violation of the terms and conditions of the Tenant Lease, violations of applicable federal, state, or local law, or other good cause;

(d) include, at Owner's option, the obligation for Tenant to provide a security deposit not exceeding two months' rent; and

(e) be for an initial term of one year.

2.4 Yearly Tenant Reports. The Owner shall certify the Tenant's household income on an annual basis. The Owner shall provide the City with a report no later than June 30th of each year setting forth the following information with respect to each Tenant occupying an Affordable Unit: unit address, Tenant name, size of Tenant's household, unit size, and date first occupied, and a copy of the annual Income Certification. The purpose of the yearly Tenant reports is to document Owner's compliance with the restrictions set forth in this Agreement.

2.5 Records. The Owner shall maintain reasonably complete and accurate records pertaining to the rental of the Affordable Units throughout the duration of each tenancy. Owner shall permit any authorized representative of the City to inspect the records of any current Tenant of an Affordable Unit upon reasonable notice, for the purpose of confirming compliance with the terms, conditions and covenants of this Agreement.

2.6 Assignments and Subletting. The Owner shall at no time permit a Tenant to assign its leasehold interest in an Affordable Unit or to sublet all or a portion of an Affordable Unit to any person.

2.7 Compliance with Law. Owner acknowledges that compliance with this Agreement is a requirement of Density Bonus Law and the Project Approvals, and that no form of conveyance or transfer, including foreclosure or trustee's sale may, remove these requirements from the Property or otherwise alter the obligations contained in this Agreement, as further defined in Section 5.7 and Section 5.8 of this Agreement.

ARTICLE 3 TERM

3.1 Term. This Agreement shall become effective upon its execution by the Parties ("**Effective Date**") and shall remain in full force and effect for a term of fifty-five (55) years from the Effective Date (the "**Density Bonus Term**").

ARTICLE 4 BREACH

4.1 Violations of this Agreement. Failure of the Owner to cure any default in the Owner's obligations under the terms of this Agreement within thirty (30) days after the delivery of a written notice of default from the City (or such longer period of time up to an additional sixty (60) days as may be necessary to remedy such default, provided that the Owner has commenced action during the thirty (30) days necessary to remedy such default, and the Owner is proceeding with reasonable diligence to remedy such default) will constitute a default under this Agreement.

4.2 Remedies. The City may exercise any and all remedies available to it at law or equity with respect to the Owner's failure to comply with the terms of this Agreement.

ARTICLE 5 GENERAL PROVISIONS

5.1 Notices. All notices required pursuant to this Agreement shall be in writing and shall be deemed to have been duly given (a) upon personal delivery, including delivery by courier, or (b) three (3) business days after the mailing by registered or certified mail, return receipt requested, to the Party to receive such notice at the addresses set forth below:

To the City: City of La Habra
 Attention: City Clerk
 110 East La Habra Boulevard
 La Habra, CA 90633

To the Owner: MS Development LLC
 12962 Main Street
 Garden Grove, CA 92840
 Attn: Ken Pham, Manager

Any Party may change the address to which notices are to be sent by notifying the other Party of the new address, in the manner set forth above.

5.2 Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties as to the subject matter of this Agreement, and supersedes any and all prior arrangements and understandings between the Parties, and no other agreement, statement or promise made by either Party which is not contained in this Agreement shall be binding or valid provided, however, that nothing in this Section limits the effect or enforceability of the Project Approvals or the La Habra Municipal Code. This Agreement may be amended only by the written agreement of the Parties.

5.3 Applicable Law and Venue. This Agreement shall be governed by California law. Venue for any dispute arising out of this Agreement shall be Orange County.

5.4 Headings; Pronouns. The headings of this Agreement are for convenience only and do not in any way limit or amplify the terms or provisions hereof. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the party or parties may require.

5.5 Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, or if any provision of this Agreement is rendered invalid or unenforceable pursuant to any California statute which became effective after the Effective Date, the remaining portions of this Agreement shall nevertheless remain in full force and effect.

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

5.7 Covenant Running with the Land. The covenants and conditions contained in this Agreement shall apply to and bind, during their respective periods of fee ownership, Owner and its heirs, executors, administrators, successors, transferees, and assignees (each a "**Transferee**") having or acquiring any right, title or interest in or to any part of the Property, whether by operation of law or in any manner whatsoever, and shall run with and burden the Property in perpetuity unless or until released upon the expiration of the Density Bonus Term. All of the provisions of this Agreement shall be enforceable as an equitable servitude and shall constitute a covenant running with the land pursuant to applicable laws, including without limitation Section 1468 of the California Civil Code. Each covenant to do, or to refrain from doing, some act on the Property hereunder (a) is for the benefit of the Property and is a burden on the Property, (b) runs with the Property, and (c) is binding upon each Party and each successive owner during its ownership of the Property or any portion thereof, and shall be a benefit to and a burden upon each Party and the Property hereunder and each other person or entity succeeding in an interest to the Property.

5.8 Indemnification. Owner agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees ("**Indemnitees**"), at Owner's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against Indemnitees arising out of this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the Indemnitees based upon the performance of Owner, its employees, and/or authorized subcontractors under this Agreement. Notwithstanding the foregoing, the Owner shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the negligence or willful misconduct of the City.

5.9 Assignment and Assumption; Release. Provided that a Transferee expressly assumes Owner's obligations hereunder via an assignment and assumption agreement in a form approved by the City in connection with the transfer of any part of the Property, the Owner shall be released from any obligations of this Agreement after the Property is sold, assigned or transferred to such Transferee.

5.10 Non-Discrimination. The Affordable Unit shall be available for occupancy to members of the general public. The Owner shall not give preference to any particular class or group of persons in renting the Affordable Unit or selling the Property, except to the extent that the Affordable Unit is required to be rented to Eligible Households; provided, however, there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age, ancestry, disability, or any other basis prohibited by the Fair Housing Act or the Fair Employment and Housing Act in the leasing, transferring, use, occupancy, tenure, or enjoyment of the Affordable Unit, nor shall the Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of Tenants of the

Affordable Unit or in connection with the employment of persons for the operation and management of the Affordable Unit.

5.11 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party to create the relationship of principal and agent or of partnership or of joint venture or of association. The relationship of the Parties is that of a governmental agency and a governed entity; furthermore, the Parties understand and agree that this Agreement is in furtherance of the inherent power of City to regulate the use of land within the City's jurisdiction.

5.12 Government Standards. In the event any standard established and maintained by any governmental agency which is necessary to give effect to this Agreement ceases to exist, and no comparable replacement is issued, the Parties shall create a replacement standard utilizing the formula and factors previously used to create the discontinued standard.

5.13 Survival; No Merger. All of the terms, provisions, representations, warranties and covenants of the Parties under this Agreement shall survive the close of escrow of any sale of all or a portion of the Property in accordance with the terms and conditions set forth herein and shall not be merged in any deed transferring all or a portion of the Property.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

OWNER:

MS Development LLC, a Wyoming limited liability company

By: _____
Ken Pham, Manager

CITY:

City of La Habra, a municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures must be Notarized]

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

STATE OF CALIFORNIA)

)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____

Name: Notary Public

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

STATE OF CALIFORNIA)

)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____

Name: Notary Public

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LA HABRA, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH 62 1/2 FEET OF THE SOUTH 432 1/2 FEET OF THE WEST 345 FEET OF THE WEST ONE-HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION EIGHT (8) IN TOWNSHIP THREE (3) SOUTH, RANGE TEN (10) WEST, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

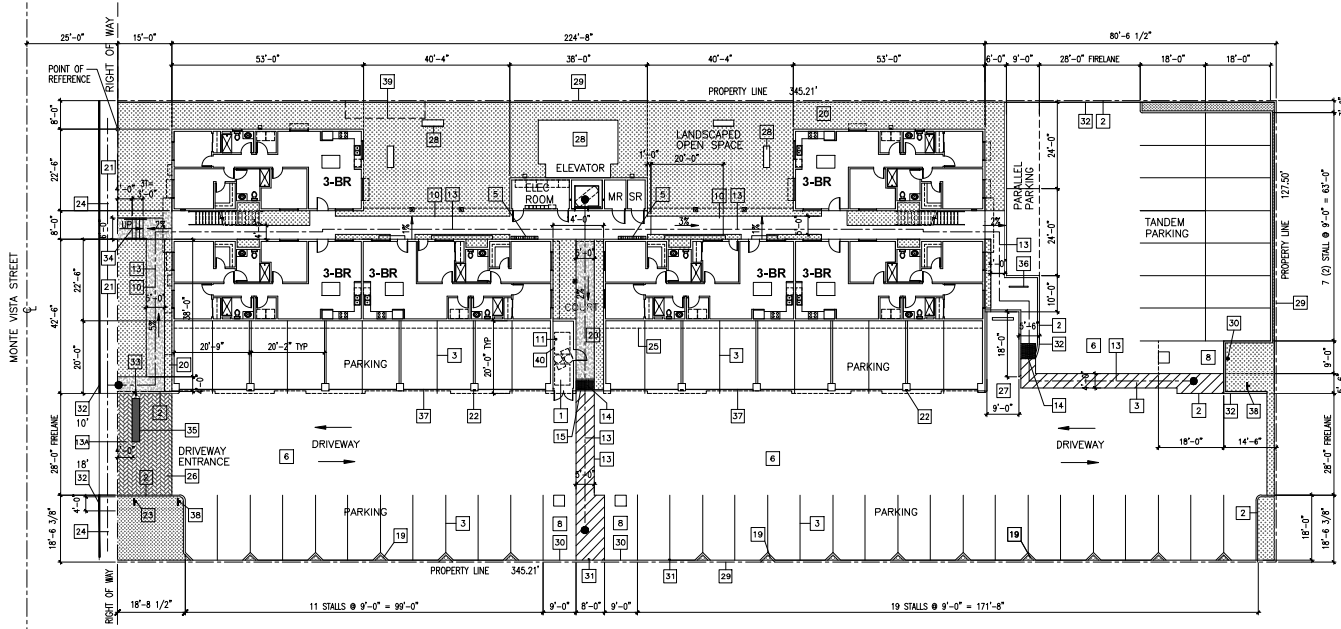
PARCEL 2:

THE NORTH 65 FEET OF THE SOUTH 370 FEET OF THE WEST 345 FEET OF THE WEST ONE-HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION EIGHT (8) IN TOWNSHIP THREE (3) SOUTH, RANGE TEN (10) WEST, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

SAID PROPERTY IS ALSO KNOWN AS PARCEL 1 OF LOT LINE ADJUSTMENT LL 18-01 AS SHOWN ON DOCUMENT RECORDED FEBRUARY 28, 2019 AS INSTRUMENT NO. 2019-63923, RECORDED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA.

APN: 298-022-56 and 298-022-57

EXHIBIT B
UNIT FLOOR PLAN



SITE PLAN
SCALE : 1/16" = 1'-0"

1
A1-00



TYPICAL SITE PLAN KEY NOTES

- 1 TRASH ROOM
- 2 6" W X 6" H CONCRETE CURB (OCPW 120-2 A1-6(150))
- 3 4" WIDE PAINTED PARKING STRIPING ON PAVEMENT (PER CITY STANDARDS)
- 4 PROPOSED (SCE) ELECTRIC TRANSFORMER
- 5 MAIL BOXES
- 6 ASPHALT CONCRETE PAVING - FOR CONCRETE SWALE LOCATION AND PATTERN SEE GRADING PLAN
- 7 4" WIDE PAINTED ACCESSIBILITY PATH STRIPING ON PAVEMENT
- 8 ACCESSIBLE PARKING SEE DETAIL 8/AO-3
- 9 PROPOSED FIRE HYDRANT (AS REQUIRED BY FIRE DEPARTMENT)
- 10 CONCRETE WALKWAY - SAND FINISH. SEE LANDSCAPE WALKWAY PAVING DETAIL
- 11 FLOOR SLOPE TO DRAIN CONNECTED TO SANITARY SEWER SYSTEM
- 12 ACCESSIBLE CURB RAMP SEE 3/AO-3
- 13 ACCESSIBLE PATH OF TRAVEL MINIMUM 4' WIDE UNLESS NOTED
- 14 ACCESSIBLE PATH OF TRAVEL 4' WIDE DEDICATED PER CITY OF LA HABRA REQUIREMENTS
- 15 DETECTABLE WARNING DEVICE (TRUNCATED DUMES) SEE 7/AO-3
- 16 ZERO CURB
- 17 3' X 3' TREE WELL WITH 6" CONCRETE CURB
- 18 PROPOSED LOCATION OF GAS METERS
- 19 PROPOSED LOCATION OF WATER METERS (AT RIGHT OF WAY)
- 20 GALVANIZED METAL DOWN SPOUTS PAINTED FINISH
- 21 PARKING ENTRANCE SIGNAGE NO. 1 SEE 5/AO-3
- 22 CONCRETE STAIRS ON GRADE STEEL 34" HIGH ADA COMPLIANT HANDRAILING ON EACH SIDE SEE DETAIL 9/A7-1
- 23 PAINTED WHITE STOP BAR OVER PAVING
- 24 WAVE PIPE BIKE RACK (POWDER COATED FINISH) GARAGE DOOR
- 25 SIGN TO IDENTIFY SECURITY CAMERAS ARE IN USE
- 26 POWER COMPANY EASEMENT
- 27 HOSE BIBB
- 28 WALL MOUNTED 24" WIDE STORAGE CABINET ABOVE (75 CUBIC FEET MINIMUM CAPACITY)
- 29 COLORED STAMPED CONCRETE PAVING
- 30 CARWASH STALL PER CITY OF LA HABRA REQUIREMENTS
- 31 LANDSCAPE PADS (SEE LANDSCAPE DRAWINGS)
- 32 6" HIGH MASONRY PERIMETER FENCE (SIDE AND REAR)
- 33 ADA PARKING SIGNAGE NO. 2 AND 2A SEE 6/AO-3
- 34 EVCC CHARGING STATION
- 35 CURB PAINTED RED FULL LENGTH OF CURB UNLESS INDICATED OTHERWISE
- 36 STOP SIGN, POST AND MOUNTING DETAIL PER 4/AO-3
- 37 CONCRETE STAIRS ON GRADE STEEL 34" HIGH ADA COMPLIANT HANDRAILING ON EACH SIDE SEE DETAIL 9/A7-1
- 38 PAINTED WHITE STOP BAR OVER PAVING
- 39 WAVE PIPE BIKE RACK (POWDER COATED FINISH) GARAGE DOOR
- 40 SIGN TO IDENTIFY SECURITY CAMERAS ARE IN USE
- 41 POWER COMPANY EASEMENT
- 42 HOSE BIBB

GENERAL NOTES:

- A. PLANS FOR ALL WORK IN THE PUBLIC RIGHT OF WAY SHALL BE PREPARED AND SUBMITTED TO THE ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL.
- B. WORK WITHIN PUBLIC RIGHT OF WAY WILL REQUIRE A PERMIT FROM THE ENGINEERING DEPARTMENT.
- C. THE MUNICIPAL CODE REQUIRES ALL UTILITIES THAT WILL SERVE THE PROPERTY TO BE PLACED UNDERGROUND, AS NO OVERHEAD POWER LINES, CABLE ETC. WILL BE PERMITTED.
- D. CONSTRUCT A 6 FOOT HIGH MASONRY WALL ALONG THE PROPERTY'S PERIMETER. THE WALL HEIGHT WITHIN THE FRONT SETBACK SHALL BE LIMITED TO 3 FEET.
- E. FOR SITE ADA (ACCESSIBILITY) NOTES SEE SHEET A1.02
- F. THE MAXIMUM CROSS SLOPES OF FINISH PAVING SURFACES SHALL NOT EXCEED 2% (¼" PER FOOT). SLOPES GREATER THAN 5% SHALL BE DESIGNED AS RAMP PER CBC SECTION 111.3A.1.2.
- G. FOR GRADE ELEVATIONS AND OTHER SITE IMPROVEMENTS INFORMATION SEE CIVIL ENGINEERING DRAWINGS.

DEMOLITION NOTES:

- A. ALL EXISTING (E) CONSTRUCTION AND STRUCTURES INCLUDING BUILDINGS, ASPHALT AND CONCRETE PAVING, DRIVEWAYS, TREES, ALL LANDSCAPING AND CHAIN LINK FENCES WITHIN THE PROPERTY SHALL BE DEMOLISHED AND REMOVED FROM THE PROJECT SITE EXCEPT FOR POWER POLES OWNED AND OPERATED BY THE POWER COMPANY.
- B. REMOVAL OF EXISTING BUILDINGS SHALL INCLUDE BELOW GRADE CONCRETE FOUNDATION AND UTILITIES.
- C. DURING DEMOLITION OF THE EXISTING BUILDINGS, THE CONTRACTOR SHALL CHASE THE SEWER LATERALS BACK TO RIGHT OF WAY LINE, CAP THE LATERALS, AND DELIVER A DRAWING TO THE ENGINEERING DEPARTMENT SHOWING THE DIMENSIONED LOCATION AND DEPTH OF THE LATERALS.

FLOOR	NUMBER OF UNITS PER FLOOR					TOTAL NO. OF UNITS	COMMON & UTILITY AREAS	PRIVATE GARAGE	FLOOR AREA
	1 BR-A (707.68 SQ. FT.)	1 BR-B (707.68 SQ. FT.)	2 BR-A (990.00 SQ. FT.)	2 BR-B (1,000.50 SQ. FT.)	3 BR (1,179.50 SQ. FT.)				
FIRST	0	0	0	0	6	6	2,174	3,880	13,128
SECOND	2	2	2	4	2	12	2,267	-	13,439
THIRD	2	2	2	4	2	12	2,267	-	13,439
TOTAL	4	4	4	8	10	30	6,522	3,880	40,006

COMMON AND UTILITY AREAS

AREA	AREA (SQ. FT.)
A. GROUND FLOOR	
1. TRASH ROOM	126 SQ. FT.
2. ELEVATOR AND UTILITY ROOMS	342 SQ. FT.
4. EXIT CORRIDOR AND EXIT STAIRS	1,706 SQ. FT.
3. TOTAL	2,174 SQ. FT.
A.1 PRIVATE GARAGE	3,880 SQ. FT.
B. SECOND FLOOR	
1. TRASH ROOM	126 SQ. FT.
2. ELEVATOR AND UTILITY ROOMS	342 SQ. FT.
3. EXIT BALCONY AND EXIT STAIRS	1,706 SQ. FT.
4. TOTAL	2,267 SQ. FT.
C. THIRD FLOOR	
1. TRASH ROOM	126 SQ. FT.
2. ELEVATOR AND UTILITY ROOMS	342 SQ. FT.
3. EXIT BALCONY AND EXIT STAIRS	1,706 SQ. FT.
4. TOTAL	2,267 SQ. FT.

ZONING AND BUILDING CODE DATA

- A. PROJECT ADDRESS 320 AND 330 S. MONTE VISTA STREET LA HABRA, CA 90631
- B. LOT AREA 41,464.27 SQUARE FEET INCLUDING EASEMENT 40,826.77 SQUARE FEET EASEMENT DEDUCTED
- C. LOT DIMENSIONS 127.50' X 326.21' INCLUDING EASEMENT; 127.50' X 320.21' EASEMENT DEDUCTED
- D. ZONING CLASSIFICATION R-4
- E. USE CLASSIFICATION MULTIPLE FAMILY DWELLING
- F. LAND USE APARTMENT HOUSES (PER TABLE 18.06.040.A)
- G. NUMBER OF UNITS
- | | | |
|---|--------------|----------------|
| 1. DENSITY PER TABLE 18.26.040.1.C | 41,464/1,815 | = 22,845 UNITS |
| 2. PLUS 35% DENSITY BONUS PER 18.80.030 | | = 7,995 UNITS |
| 3. TOTAL | | = 30,840 UNITS |
| 4. 11% SET ASIDE FOR AFFORDABLE UNITS | | = 2,512 UNITS |
- H. BUILDING SETBACKS
- | | | |
|----------------------|--|-------------|
| 1. FRONT SET BACK | 15 FEET IN COMPLIANCE WITH TABLE 18.26.040.1.A | = 16,435.20 |
| 2. SIDE YARD SETBACK | 8 FEET IN COMPLIANCE TABLE 18.26.040.1.B | = 9,571.00 |
| 3. REAR YARD SETBACK | 80.5 FEET IN COMPLIANCE WITH TABLE 18.26.060.1.B | = 23.29 |
- I. LAND COVERAGE
- | | | |
|---------------------------------------|--------------|-------------|
| 1. MAXIMUM LAND AREA COVERAGE ALLOWED | 40% X 41,088 | = 16,435.20 |
| 2. LAND AREA COVERAGE PROPOSED | | = 9,571.00 |
- J. BUILDING HEIGHT
- | | |
|----------------------------------|-----------|
| 1. PARAPET HEIGHT | = 35 FEET |
| 2. ARCHITECTURAL FEATURES | = 38 FEET |
| 3. TOP OF ELEVATOR HOISTWAY ROOF | = 41 FEET |

- K. PARKING PER 18.80.070 B (0.5 MAXIMUM PARKING SPACES PER BEDROOM)
- | | |
|---|-------------|
| 1. 8 - 1 BEDROOM UNITS @ 0.5 SPACES PER UNIT | = 4 SPACES |
| 2. 12 - 2 BEDROOM UNITS @ 0.5 SPACES PER UNIT | = 12 SPACES |
| 3. 10 - 3 BEDROOM UNITS @ 0.5 SPACES PER UNIT | = 15 SPACES |
- L. OPEN SPACE
- | | |
|--------------------------------|---------------|
| 1. MINIMUM OPEN SPACE REQUIRED | 7,500 SQ. FT. |
| 2. OPEN SPACE PROPOSED | 4,937 SQ. FT. |
- M. BUILDING CODE:
1. THIS BUILDING SHALL COMPLY WITH THE FOLLOWING CODES:
 - 1.1 2016 CALIFORNIA/LA HABRA BUILDING CODE (CBC)
 - 1.2 2016 CALIFORNIA/LA HABRA GREEN BUILDING STANDARDS
 - 1.3 2016 CALIFORNIA/LA HABRA MECHANICAL CODE (CMC)
 - 1.4 2016 CALIFORNIA/LA HABRA PLUMBING CODE (CPC)
 - 1.5 2016 CALIFORNIA/LA HABRA ELECTRICAL CODE (CEC)
 - 1.6 2016 CALIFORNIA/LA HABRA ENERGY CODE
 2. USE: R2/S2 MIXED OCCUPANCY APARTMENT/GARAGE
 3. CONSTRUCTION TYPE VB
 4. SPRINKLER SYSTEM PER SECTION 903.3.1.1
- N. BUILDING DATA:
- | | |
|-----------------------|--|
| 1. OCCUPANCY GROUP: | R2/S2 MIXED OCCUPANCY APARTMENT/GARAGE |
| 2. USE: | VB |
| 3. CONSTRUCTION TYPE: | PER SECTION 903.3.1.1 |
- O. EXITING:
- | | |
|--|----------------------------|
| 1. NUMBER OF EXIT ACCESS PER STORY | 2 EXITS PER TABLE 1006.3.1 |
| 2. MAXIMUM EXIT ACCESS TRAVEL DISTANCE | 250 FEET PER TABLE 1017.2 |
- FOR MORE LIFE/SAFETY ANALYSIS SEE SHEET A0.1

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MOUNTAIN VIEW APARTMENTS

320 S. MONTE VISTA LA HABRA CA 90631

APARTMENT UNITS SUMMARY

DATE	REVISIONS

SHEET CONTENTS

SITE PLAN
ZONING DATA
APARTMENT UNITS SUMMARY

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

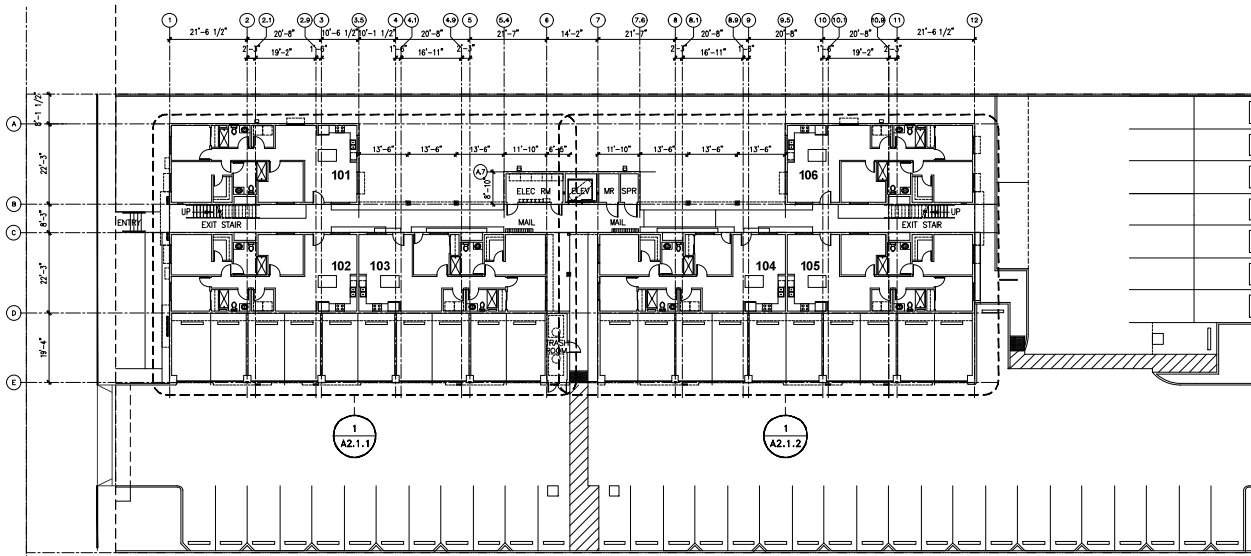
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DATE: 07/05/2019

SHEET NO: **A1-00**

SHEET OF

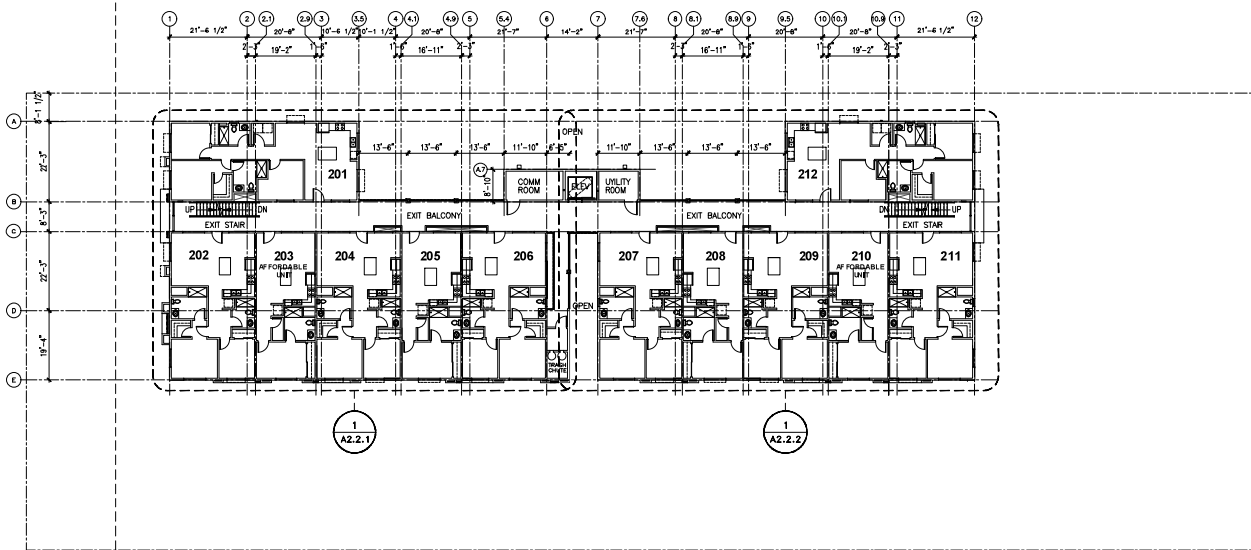


FIRST FLOOR OVERALL PLAN
SCALE : 1/16" = 1'-0"

1
A1-01



FIRST FLOOR NOTE:
FOR DETAILS OF SITE DEVELOPMENT
REFER TO SITE PLAN SHEET A1-00



SECOND FLOOR OVERALL PLAN
SCALE : 1/16" = 1'-0"

2
A1-01



SECOND FLOOR NOTE:
1. EXIT BALCONY FINISH SHALL BE GIP SHEET WATERPROOFING
SYSTEM AS MANUFACTURED BY "MER-KO PER WEATHER DECK"
WITH IAPMO EVALUATION REPORT ER-517.

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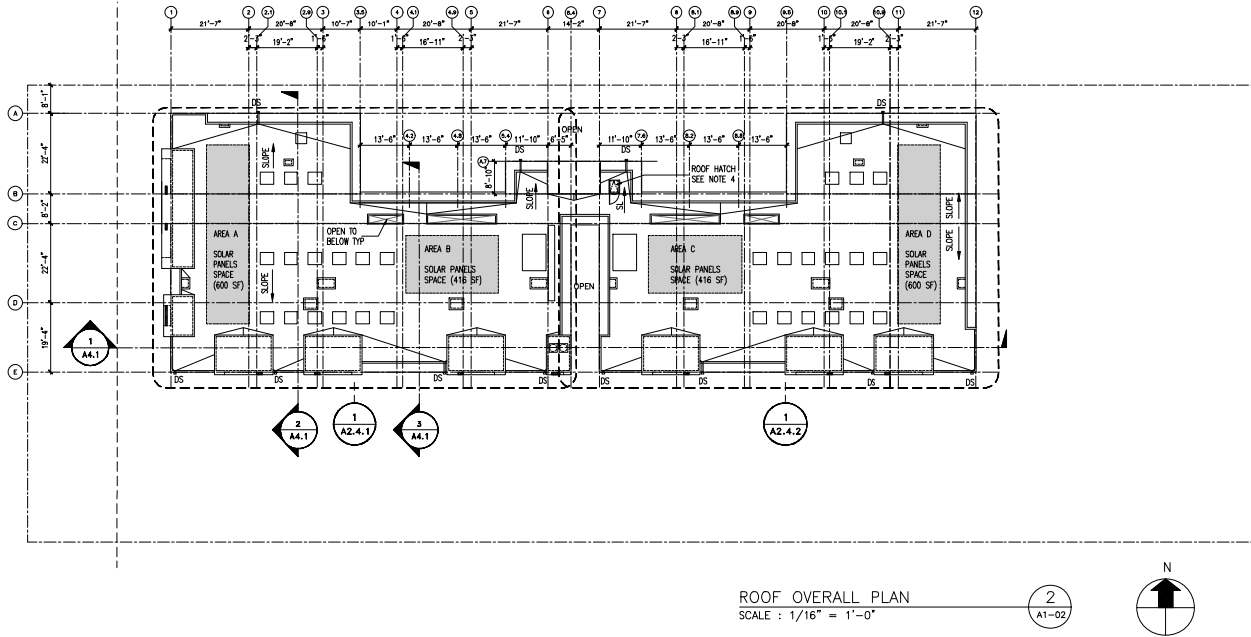
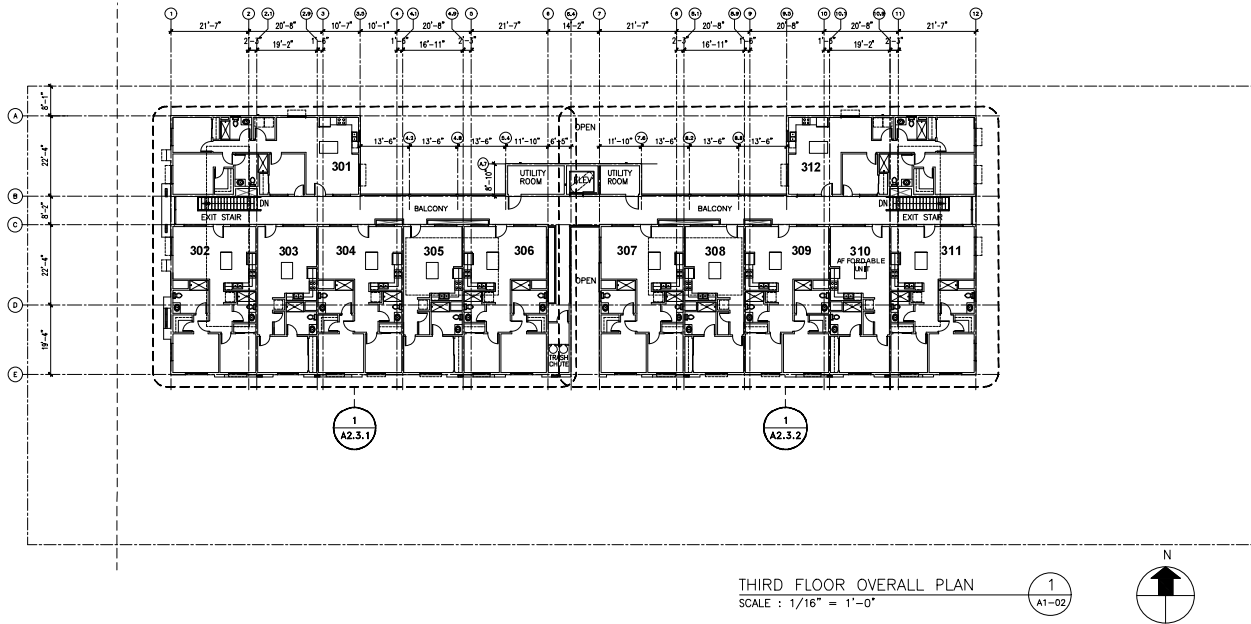
SHEET CONTENTS

FIRST & SECOND FLOOR
OVERALL FLOOR PLANS

SCALE: 1/16" = 1'-0"
CADD FILE: D. ALFONSO/PL
DRAWN: D. ALFONSO/PL
DATE: 06/18/2016

SHEET NO:
A1-01

SHEET OF



THIRD FLOOR NOTE:
1. EXIT BALCONY FINISH SHALL BE SLIP SHEET WATERPROOFING SYSTEM AS MANUFACTURED BY "MER-KO PER WEATHER DECK" WITH IAPMO EVALUATION REPORT ER-517.

- ROOFING NOTES:
- ROOFING SHALL BE COOL ROOF GRADE "TPO" ROOFING MEMBRANE "CLASS B" MINIMUM USE AS BASIS OF DESIGN, GAF TPO SINGLE PLY WITH THE FOLLOWING DATA:
A. THICKNESS: 60 MIL
B. INSTALLATION: TORCHED OR ADHERED PER MANUFACTURER INSTRUCTIONS.
C. EVALUATION REPORT: UL ERI306-01
 - ROOFING SLOPES SHALL HAVE A MINIMUM OF 1/4" PER FOOT.
 - CRICKETS SHALL BE FORMED WITH EXTERIOR GRADE PLYWOOD ON 2X NAILING STRIPS.
 - ROOF HATCH WITH SAFETY RAILING OSHA APPROVED ROOF HATCH FALL PROTECTION AS MANUFACTURED BY BOBDOCK/DAVIS MODEL SRC26X30FG

- SOLAR ZONE NOTES/CALCULATIONS:
- MINIMUM SOLAR ZONE AREA REQUIREMENT PER 110.10 OF CEC PARAGRAPH 110.10 (6)1.B. = 15% OF ROOF AREA.
A. ROOF AREA (EXCLUDING OPEN LIGHT WELLS) = 13,310 SQUARE FEET
B. MINIMUM REQUIRED AREA = 15% OF 13,310 = 1,996 SQUARE FEET
C. SOLAR ZONE AREA PROVIDED:
AREA A = 600 SQUARE FEET
AREA B = 416 SQUARE FEET
AREA C = 600 SQUARE FEET
AREA D = 416 SQUARE FEET
TOTAL AREA PROVIDED = 2,032 SQUARE FEET
 - NO DESTRUCTION, INCLUDING BUT NOT LIMITED TO VENTS, ARCHITECTURAL FEATURES AND ROOF MOUNTED EQUIPMENT SHALL BE LOCATED IN THE SOLAR ZONE.

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DATE	REVISIONS

SHEET CONTENTS

THIRD FLOOR & ROOF OVERALL FLOOR PLANS

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

CADD FILE: D. ALFONSO/PL

DATE: 06/18/2016

SHEET NO:

A1-02

SHEET OF