COUNCILMEMBERS
Dr. Sherry Hu, Mayor
Jean Josey, Vice Mayor
Michael McCorriston, Councilmember
Kashef Qaadri, Councilmember
John Morada, Councilmember

Peter W. Snyder Council Chamber
Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

DUBLIN
CALIFORNIA

Regular Meeting of the
DUBLIN CITY COUNCIL

Tuesday, October 6, 2026

Location: Peter W. Snyder Council Chamber
100 Civic Plaza
Dublin, CA 94568

CLOSED SESSION 6:30 PM
REGULAR MEETING 7:00 PM

This City Council meeting will be broadcast live on Comcast TV channel 28 beginning at 7:00 p.m. This meeting will also be livestreamed at tv28live.org and on the City's website at: https://dublin.ca.gov/watchmeetings

Members of the public have the option of giving public comment in person or via two-way telephonic service. Additional information about providing public comment via two-way telephonic service can be found at the end of this agenda.

Two-way telephonic service dial-in and link
Please click the link below to join the event:
https://events.zoom.us/ej/AvCF1-Nhx3jly6T_uVufP5q8URlp3KkSmGq9UF9hH3gesFT0-7Uh~A1Yv66hlfSLE6stH-5ox79bdU2q4-WUNL-QzrlCp1TGLRvSc3b-YCtY7-v6EQ

Join by Phone:
San Jose: +1 669 444 9171 or +1 669 900 9128
Meeting ID: 86159075827
Passcode: 55705993

CLOSED SESSION 6:30 PM

I. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: City Attorney

II. **CONFERENCE WITH LABOR NEGOTIATORS**
Agency Designated Representatives: Councilmembers McCorriston and Qaadri
Unrepresented Employee: City Attorney

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Hindu American Awareness and Appreciation Month Proclamation
The City Council will present a proclamation for Hindu American Awareness and Appreciation Month.
STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - Hindu American Awareness and Appreciation Month Proclamation

3.2 Arts and Humanities Month Proclamation
The City Council will present a proclamation for Arts and Humanities Month.
STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - Arts and Humanities Month Proclamation

3.3 Domestic Violence Awareness and Prevention Month Proclamation
The City Council will present a proclamation for Domestic Violence Awareness and Prevention Month.
STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - Domestic Violence Awareness and Prevention Month Proclamation

3.4 World Polio Day Proclamation
The City Council will present a proclamation for World Polio Day.
STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - World Polio Day Proclamation

3.5 Employee Introduction
A new City of Dublin staff member will be introduced.
STAFF RECOMMENDATION:
Welcome the new City of Dublin staff member.
Staff Report

4. PUBLIC COMMENT
At this time, the public is permitted to address the City Council on non-agendized items. Please step to the podium and clearly state your name for the record. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. The Council may respond to

statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the City Council MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

5. CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the City Council with one single action. Members of the audience, Staff, or the City Council who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor to remove the item.

5.1 Approval of September 15, 2026 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the September 15, 2026 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 15, 2026 Regular City Council Meeting.

Staff Report

Attachment 1 - September 15, 2026 Regular City Council Meeting Minutes

5.2 Second Reading of an Ordinance Repealing Dublin Municipal Code Chapter 2.14 (Human Services Commission)

On September 15, 2026, the City Council adopted a resolution consolidating the Human Services Commission with the Parks and Community Services Commission. The City Council also introduced an Ordinance repealing Dublin Municipal Code Chapter 2.14 (Human Services Commission). The City Council will consider waiving the second reading and adopting the Ordinance repealing Dublin Municipal Code Chapter 2.14.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Repealing Dublin Municipal Code Chapter 2.14 (Human Services Commission).

Staff Report

Attachment 1 - Ordinance Repealing Dublin Municipal Code Chapter 2.14 (Human Services Commission)

5.3 Sunflower Hill at Grace Pointe - Amendment to the Affordable Housing Assistance Agreement, Purchase and Sale Agreement, Land Lease Agreement, and Acceptance of Land Dedication

The City Council will consider approving the First Amendment to the Affordable Housing Assistance Agreement for the Sunflower Hill at Grace Pointe Project, authorizing the City to enter into a purchase and sale agreement and land lease with Sunflower Grace, L.P., and accepting a land donation. Sunflower Hill at Grace Pointe is a 60-unit affordable housing development proposed to be constructed on a 1.88-acre property within the Dublin Centre project. The purchase and sale agreement and lease would allow the developer to retain site control until it is ready to acquire the site and begin construction and will strengthen its applications for affordable housing financing.

STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the First Amendment to the Affordable Housing Assistance Agreement, a Purchase and Sale Agreement, and a Land Lease Agreement with Sunflower Grace, L.P.; and Accepting a Land Dedication for the 1.88-acre Affordable Housing Site Within Dublin Centre.
Staff Report
Attachment 1 - Resolution Approving the First Amendment to the Affordable Housing Assistance Agreement, Acceptance of Land Dedication, and Authorizing the City to Enter into a Purchase and Sale Agreement and Land Lease Agreement
Attachment 2 - Exhibit A to the Resolution - First Amendment to Affordable Housing Assistance Agreement
Attachment 3 - Exhibit B to the Resolution - Purchase and Sale Agreement and Joint Escrow Instructions
Attachment 4 - Exhibit C to the Resolution - Lease Agreement of City Real Property at Brannigan Street and Dublin Boulevard, Dublin, CA

5.4 Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services
The City Council will consider approving an amendment to the agreement with Civica Law Group for special counsel legal services related to code enforcement activities.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Fourth Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services.
Staff Report
Attachment 1 - Resolution Approving the Fourth Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services
Attachment 2 - Fourth Amendment to Agreement Between Civica Law Group APC and the City of Dublin for Special Counsel Legal Services
Attachment 3 - Original Agreement with Civica Law Group, APC for Special Counsel Legal Services, and First, Second, and Third Amendments

5.5 Amend the Dublin Municipal Code Pertaining to the City's Conflict of Interest Code
At the June 16, 2026 City Council meeting, the City Council directed Staff to review the City's Conflict of Interest Code and determine if it needs to be updated. Staff conducted a review of the Code and determined that several positions should be added and several position titles should be revised. The City Council will consider adopting an ordinance to update the list of designated positions that must file a Statement of Economic Interests (Form 700). The ordinance was introduced on September 15, 2026 with an amendment to remove the Human Services Commission and is now ready for adoption.
STAFF RECOMMENDATION:
Waive the reading and adopt the **Ordinance** Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code.
Staff Report
Attachment 1 - Ordinance Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code

5.6 Revisions to the Personnel System
The City Council will consider an additional 1.5% cost-of-living adjustment (COLA) for regular personnel, retroactive to July 1, 2026, following direction provided by the City Council in Closed Session on September 15, 2026. This brings the total COLA received by employees to

3.2% for Fiscal Year 2026-27. The Council will also consider updating the City Manager's salary to reflect the 1.7% cost-of-living adjustment provided under her employment agreement for Fiscal Year 2026-27, now that her Fiscal Year 2025-26 performance-based salary adjustment has been finalized.

STAFF RECOMMENDATION:

Adopt the following: 1) **Resolution** Amending the Salary Plan for Full-Time Personnel and 2) **Resolution** Amending the Salary Plan for Management Positions Exempt from Competitive Service.

Staff Report

Attachment 1 - Resolution Amending the Salary Plan for Full-Time Personnel

Attachment 2 - Resolution Amending the Salary Plan for Management Positions Exempt from Competitive Service

Attachment 3 - Staff Report Dated September 1, 2026

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 **Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch), and Approving the Form of and Execution of Related Documents**

The City Council will consider authorizing the issuance of 2026 Special Tax Bonds for Community Facilities District No. 2023-1 (East Ranch) to reimburse the master developer (Trumark) for eligible public capital facilities and public capital facility impact fees previously paid, and approving the form and execution of the related bond documents.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving Forms of Preliminary Official Statement and Bond Purchase Agreement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions.

Staff Report

Attachment 1 - Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving Forms of Preliminary Official Statement and Bond Purchase Agreement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions

Attachment 2 - Form of Fiscal Agent Agreement

Attachment 3 - Form of Bond Purchase Agreement

Attachment 4 - Form of Preliminary Official Statement (including Continuing Disclosure Certificate in Appendix E)

8.2 **Agreement with Alameda County for Animal Shelter Services**

The City Council will consider approving an agreement between the County of Alameda and the Cities of Dublin and Pleasanton for animal shelter services. The agreement would allow the Alameda County Sheriff's Office to continue operating the East County Animal Shelter for one year, with two optional one-year extensions.

STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Agreement Among the County of Alameda and the Cities of Dublin and Pleasanton for Animal Shelter Services, and approve the budget change.
Staff Report
Attachment 1 - Resolution Approving the Agreement Among the County of Alameda and the Cities of Dublin and Pleasanton for Animal Shelter Services
Attachment 2 - Exhibit A to the Resolution - Agreement Among the County of Alameda and the Cities of Dublin and Pleasanton for Animal Shelter Services
Attachment 3 - Budget Change

9. CITY MANAGER AND CITY COUNCIL REPORTS
Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expense (AB 1234).

10. ADJOURNMENT

Mission

The City of Dublin promotes and supports a high quality of life, ensures a safe, secure, and sustainable environment, fosters new opportunities, and champions a culture of equity, diversity, and inclusion.

Procedure for Public Comment Via Two-Way Telephonic Service

Using either of the following two methods, members of the public can indicate that they wish to make public comment virtually by two-way telephonic service.

The telephonic dial-in (call-in) number and link are published above.

- **Dial into the telephonic option or click on the link on this agenda and join the meeting.** When the Mayor announces the beginning of the item, use the raise-hand feature to indicate a desire to make public comment on that item. Requests must be made before the staff presentation on an agenda item ends, or before the public comment period on non-agendized items is closed. To raise a hand on the telephone, press *9; OR
- **Fill out an online speaker slip.** The speaker slip will be made available on the City's website at 10:00 a.m. the morning of the meeting. Speaker slips will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agendized items is closed.

When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. In-person public comment will be taken first, followed by virtual speakers with submitted speaker slips, then those with hands raised on the two-way telephonic service. The speaker will be unmuted to give public comment via Zoom. If connected via telephone, press *6 on the phone's dial pad to unmute the line when prompted.

This AGENDA is posted in accordance with Government Code section 54954.2, subdivision (a).

If requested, pursuant to Government Code section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) (ADA), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office at (925) 833-6650 at least 72 hours in advance of the meeting. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility.

Agenda materials that become available within 72 hours in advance of the meeting, and after publishing of the agenda, will be available at Civic Center, 100 Civic Plaza, and will be posted on the City's website at www.dublin.ca.gov/ccmeetings.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Hindu American Awareness and Appreciation Month Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present a proclamation for Hindu American Awareness and Appreciation Month.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Hindu American Awareness and Appreciation Month is celebrated annually in the month of October. October is significant because it is the birth month of Mahatma Gandhi and is often when major Hindu holidays such as Navaratri and Diwali are celebrated. Hindu American Awareness and Appreciation Month is a global movement highlighting Hinduism as a tradition and celebrating the contributions Hindu Americans have made to our society.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Hindu American Awareness and Appreciation Month Proclamation

A PROCLAMATION OF THE CITY OF DUBLIN, CALIFORNIA

"Hindu American Awareness and Appreciation Month"

***WHEREAS**, the City of Dublin, along with the nation, has been shaped by the extraordinary cultural, ethnic, linguistic, and religious diversity of its residents; and*

***WHEREAS**, the City of Dublin appreciates the valuable contributions of Hindu Americans in various fields such as education, science, law, medicine, and technology, and acknowledges their profound community service; and*

***WHEREAS**, Hindu Americans in the City of Dublin represent diverse ethnic backgrounds, including individuals of Indian, Pakistani, Bangladeshi, Malaysian, Indonesian, Afghan, Nepali, Bhutanese, Sri Lankan, Fijian, Caribbean, and European descent; and*

***WHEREAS**, the year 2026 marks the 133rd anniversary of Swami Vivekananda's introduction of Hinduism to a broad American audience at the 1893 World's Parliament of Religions in Chicago, Illinois, and the 126th anniversary of when he founded the Vedanta Society in San Francisco, California, in 1900; and*

***WHEREAS**, Hindu Americans promote the ideals of tolerance, pluralism, and religious freedom, and respect the diversity of all faiths, and the Vedas, the ancient Hindu scriptures, provide the basis for these core principles: "Truth is one, the wise call it by many names" (Ekam sat vipra bahudha vadanti); and*

***WHEREAS**, our diversity is one of our greatest strengths, and the City of Dublin joins with communities across the nation in celebrating Hindu Americans.*

***NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby proclaim October 2026 as "Hindu American Awareness and Appreciation Month" in the City of Dublin, reaffirming our dedication to diversity, inclusivity, and mutual respect.*

DATED:** **October 6, 2026

Mayor Sherry Hu

Vice Mayor Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Councilmember John Morada

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Arts and Humanities Month Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present a proclamation for Arts and Humanities Month.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

National Arts and Humanities Month is a nationwide observance held each October with four main goals: to bring attention to the arts and humanities at the national, state, and local levels through the media; to encourage individuals and arts, humanities, and other organizations across the country to take part; to give business, government, and civic leaders at every level a chance to declare their support; and to create a visible way to raise public awareness. The observance also recognizes the role played by the arts and humanities in telling a community's stories, encouraging creativity and free expression, and supporting the economy by creating jobs.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Arts and Humanities Month Proclamation

A PROCLAMATION OF THE CITY OF DUBLIN, CALIFORNIA

"Arts and Humanities Month"

WHEREAS, *the four main goals of proclaiming National Arts and Humanities Month are to: create a national, state, and local focus on arts and humanities through the media; encourage the active participation of individuals, as well as arts, humanities, and other interested organizations nationwide; provide an opportunity for federal, state, and local business, government, and civic leaders to declare their support for the arts and humanities; and establish a visible method of raising public awareness about the arts and humanities; and*

WHEREAS, *the City of Dublin strongly supports the arts as they add value to the community, celebrate diversity, encourage creativity, highlight shared experiences, provoke thought and conversation, inspire reflection and emotion, and increase community pride; and*

WHEREAS, *the arts and humanities tell our stories, encouraging freedom of expression that empowers everyone to think and speak creatively for the collective good; and*

WHEREAS, *community organizations and businesses focusing on the arts and humanities support our local, state, and national economies by creating opportunities and jobs; and*

WHEREAS, *the Heritage and Cultural Arts Commission and the Dublin Arts Collective support the arts and humanities together with the Alameda County Arts Commission and the Alameda County and City-Level Arts Partnership Network, which includes city arts commissions and councils throughout the County.*

NOW, THEREFORE, BE IT RESOLVED *that the City Council of the City of Dublin does hereby proclaim October 2026 as "Arts and Humanities Month" in the City of Dublin and encourages our community members to celebrate and promote the arts and humanities throughout our city.*

DATED: *October 6, 2026*

Mayor Sherry Hu

Vice Mayor Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Councilmember John Morada

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Domestic Violence Awareness and Prevention Month Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present a proclamation for Domestic Violence Awareness and Prevention Month.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each October, communities across the nation observe Domestic Violence Awareness and Prevention Month to honor survivors, remember those lost to domestic violence, and raise awareness of the resources available to those affected. The observance dates to October 1987, when the first Domestic Violence Awareness Month was held and the first national toll-free domestic violence hotline was introduced. In 1989, the U.S. Congress officially designated October as National Domestic Violence Awareness Month, and similar legislation has passed every year since. By presenting this proclamation, the City affirms its commitment to supporting survivors and fostering a community free from domestic violence.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Domestic Violence Awareness and Prevention Month Proclamation

A PROCLAMATION OF THE
CITY OF DUBLIN, CALIFORNIA

"Domestic Violence Awareness and Prevention Month"

WHEREAS, *one in every three women will experience domestic violence during her lifetime; one in every four women will experience sexual assault in her lifetime; one in six men have had abusive or unwanted sexual experiences in their lifetime; and approximately 15.5 million children are exposed to domestic violence every year; and*

WHEREAS, *the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and*

WHEREAS, *victims of domestic violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse; and*

WHEREAS, *the City of Dublin encourages victims of domestic violence and their families to seek assistance from appropriate victims' services organizations in the Tri-Valley, and recognizes the compassion and dedication of the individuals who provide services to victims of domestic violence; and*

WHEREAS, *local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education.*

NOW, THEREFORE, BE IT RESOLVED *that the City Council of the City of Dublin does hereby proclaim October 2026 as "Domestic Violence Awareness and Prevention Month" in the City of Dublin and encourages the community to be cognizant of the important work done by domestic violence programs and victims' service providers, as well as to actively participate in the scheduled activities and programs that work toward the elimination of personal and institutional violence against all people.*

DATED: *October 6, 2026*

Mayor Sherry Hu

Vice Mayor Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Councilmember John Morada

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: World Polio Day Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present a proclamation for World Polio Day.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Polio is a highly infectious disease that spreads from person to person, most often through contaminated water. It primarily affects children under the age of five and can attack the nervous system, causing paralysis. Eradicating polio has been one of Rotary's longest-standing and most significant efforts, providing much-needed operational support, medical staff, laboratory equipment, and educational materials to health workers and parents. World Polio Day, observed each year on October 24, recognizes this work and raises awareness of the ongoing effort to end polio worldwide.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) World Polio Day Proclamation

A PROCLAMATION OF THE
CITY OF DUBLIN, CALIFORNIA

"World Polio Day"

***WHEREAS**, Poliomyelitis, commonly known as polio, is a highly infectious disease caused by the poliovirus that is spread from person to person, typically through contaminated water; and*

***WHEREAS**, polio commonly affects children under the age of five and can attack the nervous system and lead to paralysis; and*

***WHEREAS**, there is no cure, but polio is preventable with a vaccine which has been administered to more than 3 billion children in 122 countries and polio cases have dropped by 99.9% since 1988, when Rotary International helped establish the Global Polio Eradication Initiative; and*

***WHEREAS**, Rotary is a global network of 1.4 million neighbors, friends, leaders, and problem-solvers who see a world where people unite and take action to create lasting change – across the globe, in our communities, and in ourselves; and*

***WHEREAS**, the eradication of polio is one of Rotary's longest-standing and most significant efforts; and*

***WHEREAS**, these efforts provide much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents.*

***NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby proclaim October 24, 2026, as "World Polio Day" in the City of Dublin and encourages all residents to join Rotary International in the mission to End Polio Now.*

***DATED:** October 6, 2026*

Mayor Sherry Hu

Vice Mayor Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Councilmember John Morada

STAFF REPORT

CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Employee Introduction
Prepared by: Sarah Monnastes, Human Resources Director

EXECUTIVE SUMMARY:

A new City of Dublin staff member will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin staff member, Valerie Gillis, Office Assistant II with Public Works, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of September 15, 2026 Regular City Council Meeting Minutes
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the minutes of the September 15, 2026 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 15, 2026 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approving the minutes of the September 15, 2026 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) September 15, 2026 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: September 15, 2026

The following are minutes of the actions taken by the City of Dublin City Council. A full video recording of the meeting with the agenda items indexed and time stamped is available on the City's website at: https://dublin.ca.gov/watchmeetings.

Pursuant to Government Code Section 54953(b), Councilmember Qaadri attended the Regular Meeting via teleconference from Shilla Stay Mapo, Lobby, Hongdae 83 Mapo-daero, Mapo-gu, Seoul, 04156, South Korea. All votes during the teleconference session were conducted by roll-call vote.

CLOSED SESSION 5:30 PM

I. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Portions of Dublin Place Shopping Center (Assessor's Parcel Nos. 941-305-43, 941-305-44, 941-305-38, 941-305-39, and 941-305-40)
Agency negotiator: City Manager
Negotiating parties: ASVRF Dublin Place LP
Under negotiation: Price and terms of payment

II. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

III. CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representative: Colleen Tribby, City Manager
Unrepresented Employees:

ACCOUNTANT
ACCOUNTING MANAGER
ADMINISTRATIVE AIDE
ADMINISTRATIVE TECHNICIAN
ASSISTANT CITY MANAGER
ASSISTANT CIVIL ENGINEER
ASSISTANT PLANNER
ASSISTANT TO THE CITY MANAGER
ASSOCIATE CIVIL ENGINEER
ASSOCIATE PLANNER
ASSISTANT TO DIRECTOR OF COMMUNITY DEVELOPMENT
ASSISTANT FINANCE DIRECTOR
ASSISTANT PARKS & COMMUNITY SERVICES DIRECTOR
ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER
AUDIO-VISUAL SPECIALIST
BUDGET ANALYST
HUMAN RESOURCES MANAGER
INFORMATION SYSTEMS MANAGER
INFORMATION SYSTEMS SPECIALIST
INFORMATION SYSTEMS TECHNICIAN I
INFORMATION SYSTEMS TECHNICIAN II
MAINTENANCE COORDINATOR
MANAGEMENT ANALYST I
MANAGEMENT ANALYST II
MANAGEMENT FELLOW
NETWORK SYSTEMS COORDINATOR
OFFICE ASSISTANT I
OFFICE ASSISTANT II
PARKS & COMMUNITY SERVICES MANAGER
PARKS & COMMUNITY SERVICES DIRECTOR
PARKS PLANNER
PERMIT TECHNICIAN

DRAFT

CAPITAL IMPROVEMENT PROGRAM MANAGER
CHIEF BUILDING OFFICIAL
CHIEF INFORMATION SECURITY OFFICER
CITY CLERK
CODE ENFORCEMENT OFFICER
COMMUNITY DEVELOPMENT DIRECTOR
COMMUNITY ENGAGEMENT MANAGER
DEPUTY CITY CLERK
DEPUTY CITY MANAGER
DIGITAL COMMUNICATIONS TECHNICIAN
DIGITAL ENGAGEMENT SPECIALIST
ECONOMIC DEVELOPMENT DIRECTOR
ECONOMIC DEVELOPMENT MANAGER
ENVIRONMENTAL & SUSTAINABILITY MANAGER
ENVIRONMENTAL SPECIALIST
ENVIRONMENTAL TECHNICIAN
EXECUTIVE AIDE
FINANCE DIRECTOR
FINANCE TECHNICIAN I
FINANCE TECHNICIAN II
FINANCIAL ANALYST
GIS COORDINATOR
HOUSING SPECIALIST
HUMAN RESOURCES DIRECTOR
PLAN CHECK ENGINEER
PLANNING MANAGER
PLANS EXAMINER I
PLANS EXAMINER II
PRINCIPAL ENGINEER
PRINCIPAL PLANNER
PUBLIC WORKS DIRECTOR
PUBLIC WORKS INSPECTOR
PUBLIC WORKS TECHNICIAN I
PUBLIC WORKS TECHNICIAN II
PUBLIC WORKS MAINTENANCE MANAGER
RECREATION COORDINATOR
RECREATION SUPERVISOR
RECREATION TECHNICIAN
SENIOR ACCOUNTANT
SENIOR CIVIL ENGINEER
SENIOR CODE ENFORCEMENT OFFICER
SENIOR FINANCE TECHNICIAN
SENIOR MANAGEMENT ANALYST
SENIOR OFFICE ASSISTANT
SENIOR PLANNER
SENIOR PUBLIC WORKS INSPECTOR
SPECIAL PROJECTS MANAGER
SENIOR DIGITAL ENGAGEMENT SPECIALIST
TRANSPORTATION & OPERATIONS MANAGER

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, September 15, 2026**, in the Peter W. Snyder Council Chamber, located at 100 Civic Plaza, Dublin, CA 94568. The meeting was called to order at 7:00 PM, by Mayor Hu.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Attendee Name	Status
Dr. Sherry Hu, Mayor	Present
Jean Josey, Vice Mayor	Present
Michael McCorriston, Councilmember	Present
Kashef Qaadri, Councilmember	Present via Zoom
John Morada, Councilmember	Present

2) REPORT ON CLOSED SESSION

Mayor Hu reported there was no reportable action out of Closed Session.

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Hunger Action Month Proclamation

The City Council presented the proclamation.

4) PUBLIC COMMENT

Ritvik Sharma provided public comment.

Mike Grant provided public comment.

5) CONSENT CALENDAR

5.1) Approved the September 1, 2026 Regular City Council Meeting Minutes.

5.2) Received the report of payments issued from August 1, 2026 – August 31, 2026 totaling $17,620,998.46.

5.3) Waived the reading and introduced an Ordinance Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code.

5.4) Approved the First Amendment to the Employment Agreement Between the City of Dublin and Colleen Tribby for Employment as City Manager and authorized the Mayor to execute it.

On a motion by Councilmember Qaadri, seconded by Councilmember McCorriston, and by unanimous roll-call vote, the City Council adopted the Consent Calendar, except for item 5.5, and with amendments to item 5.3 to remove the Human Services Commission from the draft ordinance contingent on the action taken on Agenda Item 8.2.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Michael McCorriston, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

5.5) Adopted Resolution No. 83-26 titled, "Adopting the City of Dublin Code of Ethics and Conduct for Elected and Appointed Officials."

This item was pulled from the Consent Calendar by Councilmember Morada for further discussion.

Tom Evans provided public comment.

On a motion by Vice Mayor Josey, seconded by Councilmember McCorriston, and by unanimous roll-call vote, the City Council adopted Consent Calendar item 5.5.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Jean Josey, Vice Mayor
SECOND:	Michael McCorriston, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Annual Review of the City's Statement of Investment Policy

The City Council received a presentation regarding the City's Investment Policy and draft changes.

On a motion by Vice Mayor Josey, seconded by Councilmember McCorriston, and by unanimous roll-call vote, the City Council adopted Resolution No. 84-26 titled, "Approving the Annual Review of the Statement of Investment Policy and Delegation of Authority to Complete Investment Transactions."

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Jean Josey, Vice Mayor
SECOND:	Michael McCorriston, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

8.2) Consolidation of the Human Services Commission and Parks and Community Services Commission

The City Council received a presentation regarding the consolidation of the Human Services Commission and Parks and Community Services Commission.

By consensus, the City Council agreed at the next review of the commission and committee bylaws, they will discuss alternates on the commissions and committees.

On a motion by Councilmember Qaadri, seconded by Vice Mayor Josey, and by unanimous roll-call vote, the City Council adopted Resolution No. 85-26 titled, "Approving the Consolidation of the Human Services Commission and the Parks and Community Services Commission and Related Actions," and waived the reading and introduced an Ordinance Repealing Dublin Municipal Code Chapter 2.14 (Human

Services Commission).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Jean Josey, Vice Mayor
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

9) CITY MANAGER AND CITY COUNCIL REPORTS

The City Council and Staff provided brief information-only reports, including committee reports and reports related to meetings attended at City expense (AB1234).

10) ADJOURNMENT

Mayor Hu adjourned the meeting at 8:24 PM.

Mayor

ATTEST:

Deputy City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Second Reading of an Ordinance Repealing Dublin Municipal Code Chapter 2.14 (Human Services Commission)
Prepared by: Shaun Chilkotowsky, Parks and Community Services Manager

EXECUTIVE SUMMARY:

On September 15, 2026, the City Council adopted a resolution consolidating the Human Services Commission with the Parks and Community Services Commission. The City Council also introduced an Ordinance repealing Dublin Municipal Code Chapter 2.14 (Human Services Commission). The City Council will consider waiving the second reading and adopting the Ordinance repealing Dublin Municipal Code Chapter 2.14.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Repealing Dublin Municipal Code Chapter 2.14 (Human Services Commission).

FINANCIAL IMPACT:

None.

DESCRIPTION:

On September 15, 2026, the City Council adopted a resolution consolidating the Human Services Commission with the Parks and Community Services Commission, updating the Parks and Community Services Commission bylaws to include the Human Services Commission's duties and responsibilities, and taking other related actions.

Additionally, at the September 15, 2026, meeting, the City Council waived the reading and introduced an ordinance repealing Chapter 2.14 of the Dublin Municipal Code (Human Services Commission). To finalize the commission consolidation, the City Council is now being asked to waive the second reading and adopt the ordinance, effective December 31, 2026.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Fiscal Sustainability
Objective 2F: Implement operational cost control measures, where feasible, while maintaining a high level of service to the community.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council agenda was posted.

ATTACHMENTS:

1) Ordinance Repealing Dublin Municipal Code Chapter 2.14 (Human Services Commission)

ORDINANCE NO. XX – 26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

REPEALING DUBLIN MUNICIPAL CODE CHAPTER 2.14 (HUMAN SERVICES COMMISSION)

WHEREAS, the City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, amend, or delete certain provisions that are relevant to changes occurring in the community; and

WHEREAS, the City initiated changes to Dublin Municipal Code Chapter 2.14 to consolidate the Human Services Commission and the Parks and Community Services Commission, resulting in a broadened oversight of community health and welfare; and

WHEREAS, the City Council did hear and consider all said reports, recommendations, and testimony set forth above and used its independent judgment to evaluate the change.

NOW, THEREFORE, the City Council of the City of Dublin does ordain as follows:

Section 1. Dublin Municipal Code Chapter 2.14 is repealed in its entirety.

Section 2. Effective Date. This Ordinance, following its final adoption, shall take effect December 31, 2026.

Section 3. Posting. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of October, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Sunflower Hill at Grace Pointe - Amendment to the Affordable Housing Assistance Agreement, Purchase and Sale Agreement, Land Lease Agreement, and Acceptance of Land Dedication
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider approving the First Amendment to the Affordable Housing Assistance Agreement for the Sunflower Hill at Grace Pointe Project, authorizing the City to enter into a purchase and sale agreement and land lease with Sunflower Grace, L.P., and accepting a land donation. Sunflower Hill at Grace Pointe is a 60-unit affordable housing development proposed to be constructed on a 1.88-acre property within the Dublin Centre project. The purchase and sale agreement and lease would allow the developer to retain site control until it is ready to acquire the site and begin construction and will strengthen its applications for affordable housing financing.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the First Amendment to the Affordable Housing Assistance Agreement, a Purchase and Sale Agreement, and a Land Lease Agreement with Sunflower Grace, L.P.; and Accepting a Land Dedication for the 1.88-acre Affordable Housing Site Within Dublin Centre.

FINANCIAL IMPACT:

There is no direct financial impact to the City. The Developer, Sunflower Grace, L.P., is solely responsible for all direct and indirect costs and expenses incurred in connection with the acquisition of the property. As provided in the lease, the Developer will pay the City rent of $1 per month, payable in advance, 12 months at a time. The Developer is responsible for all taxes, assessments, and other charges that are levied and assessed against the property during the term of the lease, and will further be responsible for maintaining, insuring, and securing the property at its cost. As provided in the Purchase and Sale Agreement, the

purchase price for the property to be paid by the Developer to the City is $1.

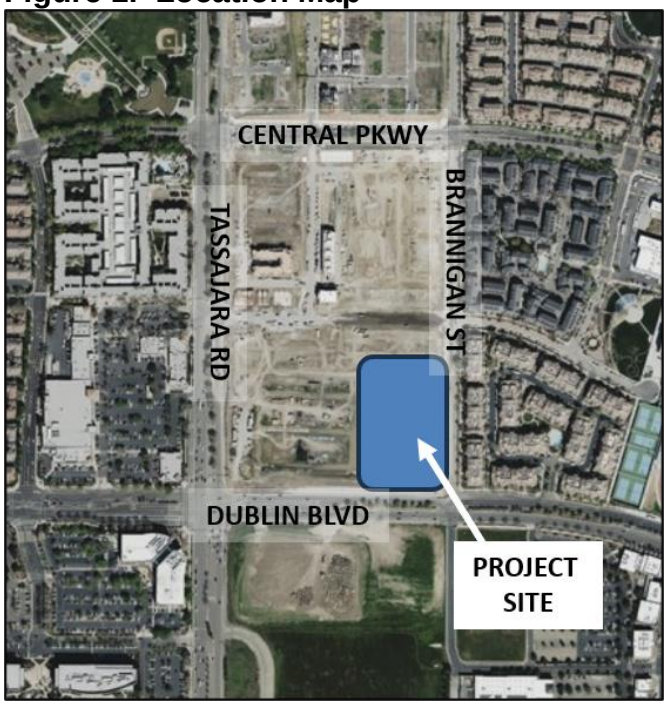
DESCRIPTION:

Background

On November 5, 2024, the City Council entered into an Affordable Housing Assistance Agreement (AHAA) with Sunflower Grace, L.P., for the Sunflower Hill at Grace Pointe project anticipated to be constructed on property at the corner of Dublin Boulevard and Brannigan Street within the Dublin Centre project. Sunflower Grace, L.P., which includes affiliates of Sunflower Hill and Satellite Affordable Housing Associates as general partners, is developing a 60-unit low- and very-low-income affordable housing project for those with intellectual and developmental disabilities. Under the terms of the AHAA, Sunflower Grace, L.P., would acquire the property directly from the master developer of Dublin Centre for the purpose of constructing and operating an affordable rental housing development.

On February 4, 2025, the City Council approved an Affordable Housing Agreement with Landsea Homes for the Dublin Centre project. As part of the project's compliance with the City's Inclusionary Zoning Ordinance, Landsea Homes, the master developer, agreed to donate the property, a 1.88-acre area of land at the corner of Dublin Boulevard and Brannigan Street (Figure 1), to the City or its designated recipient for an affordable housing project.

Figure 1. Location Map



The Affordable Housing Agreement included an Irrevocable Offer of Dedication for the affordable housing site, which binds the master developer to dedicate the property to the City. On February 4, 2026, KL LB Buy 2 LLC, the land banker for the master developer and current property owner, recorded the Irrevocable Offer of Dedication to the City, which allows the City

to accept the dedication at any time.

As a non-profit affordable housing developer, Sunflower Grace, L.P., is actively seeking funds from multiple sources to construct the Grace Pointe project. On October 7, 2025, in support of the Developer's funding effort, the City Council affirmed its intention to acquire the property from the Dublin Centre master developer and declare the property to be exempt surplus land pursuant to the Surplus Land Act. Receipt of the property from the City as exempt surplus land (rather than being conveyed directly from the master developer) allows certain funding applications, such as the Multifamily Housing Program administered by the California Department of Housing and Community Development and the Multifamily Super Notice of Funding Availability Capital funding, to be more competitive.

Sunflower Grace, L.P., is now requesting to lease the property from the City during the period between the City's acquisition of the property and its subsequent conveyance of the property to Sunflower Grace, L.P. This arrangement would enable the Developer to demonstrate additional site control until the Developer is prepared to acquire the site and begin construction.

The current request is to amend the Affordable Housing Assistance Agreement for the Sunflower Hill at Grace Pointe Project, accept the project site land dedication, and authorize the City to enter into a purchase and sale agreement and land lease with Sunflower Grace, L.P., as further described below.

Analysis

First Amendment to Affordable Housing Assistance Agreement

The AHAA for the Sunflower Hill at Grace Pointe project requires that Sunflower Grace, L.P., acquire the property from the master developer. The master developer used a land banker, KL LB Buy 2 LLC, as part of its financial structure for the Dublin Centre project. At the time the AHAA with Sunflower Grace, L.P., was executed, it was assumed that the master developer would own the property when the property was ready to transfer. To reflect the change in ownership and the City's acquisition of the property from the land banker (rather than Sunflower Grace, L.P., acquiring the Property), an amendment to the AHAA is necessary.

To provide for the transfer of the property from the City to Sunflower Grace, L.P., the amendment includes the City's standard Purchase and Sale Agreement and Option Agreement. The Purchase and Sale Agreement obligates the City to convey the Property to Sunflower Grace, L.P., only if it obtains approvals of all the necessary financing for the project, as well as all necessary City land use approvals. The Option Agreement provides the City with certainty after the land is transferred to the Developer by allowing the City to take the land back if the project is unable to proceed. The First Amendment to the Affordable Housing Assistance Agreement is included as Attachment 2, with the Purchase and Sale Agreement and the Option Agreement included as Attachment 3.

Acceptance of Land Dedication

The Affordable Housing Agreement with the master developer required two actions prior to the dedication of the 1.88-acre property. The first was the recordation of the Irrevocable Offer of

Dedication, which was completed in February 2026. The second was the completion of improvements such as rough grading and street frontage improvements, including, but not limited to, curb, gutter, sidewalk, landscape, irrigation, and access roadways on all sides of the property that are adjacent to current and future roadways. All improvements were completed in September 2026, and the land is ready to be dedicated to the City.

Land Lease Agreement
Sunflower Grace, L.P., has requested to lease the property from the City during the period between the City's acquisition of the property and its subsequent conveyance of the property to Sunflower Grace, L.P., This arrangement would provide additional site control until the Developer is prepared to acquire the site and begin construction. The lease would also serve to alleviate the City's liability during this time. As outlined in the lease document, the Developer is responsible for property maintenance and security as well as all taxes, assessments, and other charges that are levied and assessed against the property during the term of the lease. The Developer will not undertake any improvements while the property is being leased. The physical improvements associated with the development of the Sunflower Hill at Grace Pointe project will not happen until title to the property is transferred to the Developer. The lease agreement is included as Attachment 4.

A resolution approving the First Amendment to the Affordable Housing Assistance Agreement for the Sunflower Hill at Grace Pointe project, accepting the land dedication, and authorizing the City to enter into a purchase and sale agreement and land lease with Sunflower Grace, L.P., is included as Attachment 1.

STRATEGIC PLAN INITIATIVE:

Strategy 4: Housing Affordability
Objective A: Advance implementation of the Housing Element to increase the production of affordable housing.
Objective C: Proactively identify and facilitate opportunities to attract multi-family housing development on key sites.

ENVIRONMENTAL DETERMINATION:

This amendment to the Affordable Housing Assistance Agreement between the City of Dublin and Sunflower Grace, L.P., and the other actions proposed to be undertaken hereunder, are not subject to the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15378 as they do not meet CEQA's definition of a project and will not result in direct or indirect physical changes in the environment, and CEQA Guidelines Section 15061(b)(3), which provides that an activity is exempt from CEQA review when it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this Staff Report was provided to the

Applicant.

ATTACHMENTS:

1) Resolution Approving the First Amendment to the Affordable Housing Assistance Agreement, a Purchase and Sale Agreement, and a Land Lease Agreement with Sunflower Grace, L.P., and Accepting a Land Dedication for the 1.88-acre Affordable Housing Site Within Dublin Centre
2) Exhibit A to the Resolution – First Amendment to Affordable Housing Assistance Agreement (Sunflower Hill at Grace Pointe)
3) Exhibit B to the Resolution – Purchase and Sale Agreement and Joint Escrow Instructions, including Option Agreement
4) Exhibit C to the Resolution – Lease Agreement of City Real Property at Brannigan Street and Dublin Boulevard, Dublin, CA

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE FIRST AMENDMENT TO THE AFFORDABLE HOUSING ASSISTANCE AGREEMENT, A PURCHASE AND SALE AGREEMENT, AND A LAND LEASE AGREEMENT WITH SUNFLOWER GRACE, L.P.; AND ACCEPTING THE LAND DEDICATION FOR THE 1.88-ACRE AFFORDABLE HOUSING SITE WITHIN DUBLIN CENTRE

WHEREAS, on November 5, 2024, the City Council approved an Affordable Housing Assistance Agreement with Sunflower Grace, L.P., under which Sunflower Grace, L.P. is to receive property at the corner of Dublin Boulevard and Brannigan Street (the "Property") for the construction and operation of an affordable rental housing development; and

WHEREAS, on February 4, 2025, the City Council approved an Affordable Housing Agreement with Landsea Homes for the Dublin Centre project. As part of the project's compliance with the City's Inclusionary Zoning Ordinance, Landsea Homes, the master developer, agreed to donate the Property to the City of Dublin or its designated recipient for development of an affordable housing project; and

WHEREAS, Sunflower Grace, L.P., whose general partners include affiliates of Sunflower Hill and Satellite Affordable Housing Associates, proposes to develop the Property with a 60-unit affordable housing project serving low- and very-low-income households, including persons with intellectual and developmental disabilities; and

WHEREAS, to enhance the project's competitiveness for affordable housing funding, Sunflower Hill requested that the City declare the Property exempt surplus land under the Surplus Land Act; and

WHEREAS, on October 7, 2025, the City Council adopted Resolution No. 83-25 declaring the Property exempt surplus land pursuant to the Surplus Land Act; and

WHEREAS, on February 4, 2026, KL LB Buy 2 LLC, the land banker for the master developer, recorded an irrevocable offer to dedicate fee title to the Property to the City; and

WHEREAS, Sunflower Grace, L.P. has requested that the City acquire title to the Property, enter into a purchase and sale agreement to sell the Property to Sunflower Grace, L.P., and enter into a short-term land lease of the Property with Sunflower Grace, L.P. for the period prior to conveyance of title to the Property to Sunflower Grace, L.P., in order to establish site control in an effort to strengthen its applications for affordable housing funding while it secures construction financing and prepares to commence construction; and

WHEREAS, acceptance of the dedication would allow the City to lease the Property to Sunflower Grace, L.P. until the affordable housing developer is prepared to acquire the Property and commence construction; and

WHEREAS, entry into the First Amendment to the Affordable Housing Assistance Agreement, the Purchase and Sale Agreement, and the Land Lease Agreement with Sunflower Grace, L.P. (collectively, the "Agreements"), would provide site control to Sunflower Grace, L.P. and preserve the City's ability to assume control of the Property or transfer it to another affordable housing developer if Sunflower Grace, L.P. fails to perform; and

WHEREAS, the Agreements will facilitate development of affordable housing and are in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby accepts the irrevocable offer of dedication from KL LB Buy 2 LLC for fee title to the approximately 1.88-acre Property within Dublin Centre, and hereby approves the Agreements substantially in the form attached as **Exhibits A, B, and C** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute any agreements for the conveyance of the Property to the City.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreements attached hereto as **Exhibits A, B, and C** to this Resolution and to make any necessary, non-substantive changes consistent with the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of October, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO AFFORDABLE HOUSING ASSISTANCE AGREEMENT
(Sunflower Hill at Grace Pointe)

THIS FIRST AMENDMENT TO AFFORDABLE HOUSING ASSISTANCE AGREEMENT (this "Amendment") is entered into effective as of October 6, 2026 by and between the CITY OF DUBLIN, a California municipal corporation ("City"), and SUNFLOWER GRACE, L.P., a California limited partnership ("Developer"). City and Developer are hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Developer have entered into an Affordable Housing Assistance Agreement, dated as of November 5, 2024 (the "AHAA"). The AHAA requires the Developer to acquire 1.83 acres of real property in the Dublin Centre community from the master developer of the community, Landsea Homes of California, LLC, a Delaware limited liability company (the "Master Developer"), and for Developer to construct and operate an affordable housing project thereon.

B. By this Amendment, the Parties desire to amend the AHAA to provide for the City to acquire the Property from KL LB BUY 2 LLC, a Delaware limited liability company land banker for the Master Developer, and for the City to then convey the Property to the Developer for a nominal sales price.

1. **Acquisition of Property.** Section 3.1 of the AHAA is hereby revised to read as follows:

> "3.1 The Property. City shall acquire the Property from KL LB BUY 2 LLC, a Delaware limited liability company land banker for the Master Developer, within the time and upon the terms as set forth in the Affordable Housing Agreement between City and Master Developer dated February 4, 2025. City agrees to convey fee simple title to the Property to the Developer upon or prior to the date set forth in the Schedule of Performance attached to the AHAA. City and Developer shall enter into a Purchase and Sale Agreement, in the form attached to the First Amendment to Affordable Housing Assistance Agreement as Exhibit A, which shall set forth the terms and conditions of City's conveyance of the Property from City to Developer."

2. **No Further Amendments.** Except as amended by this Amendment, the AHAA shall continue unmodified and in full force and effect. All terms not separately defined herein shall have the meanings as defined in the AHAA.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY:

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
John Bakker, City Attorney

DEVELOPER:

SUNFLOWER GRACE, L.P.,
a California limited partnership

By: Sunflower Grace MGP LLC,
a California limited liability company,
its Managing General Partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its member/manager

By: Signed by: Susan Friedland 383354C32FC6425...
Susan Friedland,
Chief Executive Officer

By: Sunflower Grace AGP LLC,
a California limited liability company,
its Administrative General Partner

By: Sunflower Hill,
a California nonprofit public benefit corporation,
its member/manager

By: Signed by: Susan M Houghton AB2890D7F6E149D...
Susan M. Houghton
President – Board of Directors

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "Agreement") is entered into as of _____, 202__ (the "Effective Date"), by and between Sunflower Grace, L.P., a California limited partnership ("Developer"), and the City of Dublin, a California municipal corporation ("City"). City and Developer are collectively referred to herein as the "Parties."

RECITALS

A. Landsea Homes of California, LLC, a Delaware limited liability company ("Master Developer"), is the developer of approximately 54.4 acres of undeveloped real property in the City of Dublin located within the Eastern Dublin Specific Plan, known as the "Dublin Centre (DC) Project." In order to satisfy the inclusionary housing requirements of the City with respect to the Dublin Centre (DC) Project, (i) Master Developer and City have entered into an Affordable Housing Agreement dated February 4, 2025, which provides for Master Developer to cause KL LB BUY 2 LLC, a Delaware limited liability company ("Dublin Centre Landbanker"), which is holding fee title to the Dublin Centre (DC) Project site, to donate to City approximately 1.83 acres of undeveloped real property located within the Dublin Centre (DC) Project site (the "Property") for the development of an affordable housing complex thereon; and (ii) Dublin Centre Landbanker has executed an Irrevocable Offer of Dedication (For Affordable Housing Purposes), making an irrevocable offer to dedicate the Property to the City (the "Irrevocable Offer of Dedication"), which Irrevocable Offer of Dedication has been recorded in the Official Records of Alameda County on February 4, 2026, as Document No. 2026014365. The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. City and Developer have entered into an Affordable Housing Assistance Agreement with respect to the Property, dated as of November 5, 2024, and amended by the First Amendment to Affordable Housing Assistance Agreement dated as of October 6, 2026 (as amended, the "AHAA"). The AHAA requires the City to acquire the Property from the Dublin Centre Landbanker, and to enter into an agreement to sell the Property to Developer for a nominal sales price, and for Developer to construct and operate an affordable housing project thereon (the "Project"). Pursuant to the AHAA, City has made a loan to Developer in the amount of Five Million Dollars ($5,000,000) to be used for expenses related to the development of the Project (the "City Loan"). City has disbursed to Developer a portion of the City Loan funds for predevelopment expenses.

C. By this Agreement, Developer agrees to purchase the Property from City, and City agrees to sell the Property to Developer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, City and Developer hereby agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. **Purchase and Sale.**

2.1 **Agreement to Buy and Sell Property.** Subject to the terms and conditions set forth herein, City agrees to sell the Property to Developer, and Developer hereby agrees to Purchase the Property from City.

2.2 **Purchase Price**. The purchase price for the Property to be paid by Developer to City (the "Purchase Price") is One Dollar ($1.00).

3. **Escrow.**

3.1 **Escrow Account.** Within thirty (30) days after the City's acquisition of the Property from Dublin Centre Landbanker, the Parties shall open an escrow account (the "**Escrow**") with Old Republic Title Company (the "Escrow Holder"). Escrow Holder shall perform all escrow and title services in connection with this Agreement. The Parties shall deposit into Escrow the fully executed Agreement, or executed counterparts thereto.

3.2 **Satisfaction of Due Diligence Contingency**. Developer shall have the right to undertake physical inspections of the Property and due diligence related to the purchase of the Property, and to approve or disapprove the condition of the Property, within one hundred eighty (180) days after the Opening of Escrow ("Due Diligence Period"). City shall provide to Developer within thirty (30) days after the Opening of Escrow copies of all reasonably available and known documents relating to the ownership, use and environmental condition of the Property, including but not limited to plans, permits and reports (such as environmental, engineering and land surveys) that City has in its possession.

3.3 **Due Diligence Inspections.** Developer and its agents, contractors and employees shall have an opportunity to enter upon the Property within the Due Diligence Period for the purpose of making inspections or to perform environmental testing, at Developer's sole risk, cost and expense. At City's request, Developer shall provide City with a copy of the results of any environmental tests and inspections made by Developer, at no cost to City. If any inspection or test materially disturbs the Property, Developer will restore the Property to substantially the same condition as existed before the inspection or test. Developer shall defend, indemnify and hold City and the Property harmless from and against any and all losses, costs, damages, claims or liabilities (collectively, "Damages"), including but not limited to, mechanic's and materialmen's' liens, arising out of or in connection with Developer's inspection of the Property as permitted pursuant to this Section 3.3 except to the extent that such Damages result solely from Developer's discovery of a condition previously existing at the Property, provided that Developer has acted reasonably in connection with such discovery.

4. **Property Disclosure Requirements**.

4.1 **Condition of Title/Preliminary Title Report**. Escrow Holder shall deliver a Preliminary Title Report for the Property (the "Preliminary Report") to Developer within three (3) days after the Opening of Escrow. Developer shall have the right to approve or disapprove the condition of title to the Property; provided that all existing deeds of trust, mechanic's liens and other financial liens and encumbrances, if any, shall be paid off and removed from title concurrently with or prior to the Closing. If there are any changes to the Preliminary Report prior to Closing, Developer shall have five (5) days after receipt of the revised Preliminary Report to approve or disapprove such changes.

5. **Closing and Payment of Purchase Price.**

5.1 **Closing.** The closing (the "Closing" or "Close of Escrow") will occur no later than the date by which Developer is required to close the Construction Financing (as defined below) pursuant to the AHAA, as such date may be extended with City's consent ("Closing Date"), or such other date that the Parties agree in writing. In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. As long as neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any such termination of this Agreement, neither Party shall have any further rights or obligations hereunder, except for the rights and obligations expressly provided to survive termination of this Agreement. As used herein, the "Construction Financing" shall mean all sources of debt and equity financing necessary for the commencement of construction of the Project.

5.2 **Developer's Conditions to Closing**. Developer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Developer's written waiver thereof (in Developer's sole discretion) on or before the Closing Date:

(a) City has acquired fee title to the Property from Dublin Centre Landbanker.

(b) City has deposited into the Escrow a fully executed "Grant Deed" substantially in the form attached hereto as Exhibit "B" and incorporated herein.

(c) City has deposited into the Escrow a fully executed "Option Agreement" substantially in the form attached hereto as Exhibit "C" and incorporated herein.

(d) City and Developer have executed and deposited into Escrow a "Memorandum of Option Agreement" substantially in the form attached to the Option Agreement.

(e) City has performed all obligations to be performed by City pursuant to this Agreement.

(f) City's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(g) The Title Company is irrevocably committed to issue a CLTA or ALTA standard coverage title insurance policy to Developer, together with such endorsements as are requested by Developer, effective as of the Closing Date, insuring title to Developer in the amount of the fair market value of the Property, subject only to those exceptions to title which have been approved by Developer.

(h) There shall be no litigation or administrative proceeding pending with respect to the Property as of the Closing, nor any moratoria which would adversely impact the development of the Property.

(i) Developer shall have received enforceable written commitments for all sources of Construction Financing.

5.3 **City's Conditions to Closing**. The Close of Escrow and City's obligation to sell and convey the Property to Developer are subject to the satisfaction of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) City has acquired fee title to the Property from the Dublin Centre Landbanker.

(b) Developer has deposited into the Escrow all costs required by this Agreement to be paid by Developer.

(c) Developer has deposited into the Escrow the Grant Deed, Option Agreement, Memorandum of Option Agreement, and all documents to be submitted by Developer pursuant to this Agreement, all duly executed by Developer and notarized where applicable.

(d) All of the conditions to disbursement of the Construction Component of the City Loan, as set forth in Section 4.7 of the AHAA, shall have been satisfied.

(e) Developer has performed all obligations to be performed by Developer pursuant to this Agreement before the Closing Date.

(f) Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

5.4 **Conveyance of Title**. City will deliver fee simple title to Developer at the Closing, subject only to the exceptions to title which have been approved by Developer.

5.5 **Deliveries at Closing.**

(a) **Deliveries by City.** City shall deposit into the Escrow for delivery to Developer at Closing duly executed original copies of the Grant Deed, Option Agreement and Memorandum of Option Agreement.

(b) **Deliveries by Developer.** No less than one (1) business day prior to the close of escrow, Developer shall deposit into Escrow duly executed original copies of the Grant Deed, Option Agreement and Memorandum of Option Agreement, and immediately available funds in the amount equal to the Purchase Price, Escrow fees and recording fees, and the cost of the Title Policy.

(c) **Closing.** Upon Closing, Escrow Holder shall: (i) record the Grant Deed and the Memorandum of Option Agreement; (ii) charge the Developer for documentary transfer taxes and governmental conveyance fees, if any; (iii) deliver to City and Developer a certified copy of the executed Grant Deed and Memorandum of Option Agreement; (iv) pay any expenses payable through Escrow; and (v) distribute to itself the payment of Escrow fees and expenses required hereunder.

(d) **Closing Costs.** Developer will pay all Escrow fees, recording fees, title insurance and title report costs, documentary transfer taxes and governmental conveyance fees, if applicable.

(e) **Proration of Taxes.** At the Close of Escrow, City shall not be responsible for any outstanding property taxes and assessments due through the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow for any periods prior to the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from funds provided by the Developer.

6. **As Is Conveyance.** Notwithstanding anything to the contrary in this Agreement, this sale is made and will be made without representation, covenant, or warranty of any kind by City. As a material part of the consideration for this Agreement, Developer agrees to accept the Property on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which City hereby disclaims. No warranty or representation is made by City as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, hazardous materials, hazardous wastes, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Developer acknowledges that it has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Developer is not now relying, and will not later rely, upon any representations and warranties made by City or anyone acting or claiming to act, by, through or under or on City's behalf concerning the Property. The provisions of this Section 6 shall survive indefinitely any closing or termination of this Agreement.

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7. Remedies. In the event of a breach or default under this Agreement by City prior to Close of Escrow, Developer reserves the right to either (a) seek specific performance from City

or (b) to do any of the following: (i) to waive in writing the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until City is able to perform; or (iii) to terminate this Agreement upon written notice to City, whereupon City shall cause Escrow Holder to return to Developer any and all sums placed into the Escrow by Developer, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither party shall have any further obligations or liabilities hereunder. In the event of a breach or default under this Agreement by Developer prior to Close of Escrow, City shall have all remedies available at law or equity.

8. Brokers. Each Party represents that no real estate broker has been retained by it in the procurement of the Property or negotiation of this Agreement. Each Party shall indemnify, hold harmless and defend the other Party from any and all claims, actions and liability and any commission, finder's fee, or similar charges from such Party's broker, and its respective employees, agents, consultants and contractors.

9. Assignment. Absent an express signed written agreement between the Parties to the contrary, neither City nor Developer may assign its rights or delegate its duties under this Agreement without the express written consent of the other. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

10. Miscellaneous.

10.1 Attorneys' Fees. If any party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

10.2 Interpretation. This Agreement has been negotiated at arm's length and each party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting party.

10.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10.6 Integrated Agreement; Modifications. This Agreement, together with the AHAA, contains all the agreements of the Parties concerning the subject hereof, and cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition, there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

10.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

10.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

City:
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Manager
(with copy to City Attorney)

Developer:
Sunflower Grace, L.P.
c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, CA 94703
Attention: Chief Executive Officer

Escrow Holder:
Old Republic Title Company
555 12th Street, Suite 2000

Oakland, CA 94607
Attn: Julie Massey

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any party may change its address by notice to the other party. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.13 Waivers. Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between the Parties is effective, executed, or delivered, as of the Effective Date.

10.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to

execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

10.17 Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City, the City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City Council. City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY:

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
John Bakker, City Attorney

DEVELOPER:

SUNFLOWER GRACE, L.P.,
a California limited partnership

By: Sunflower Grace MGP LLC,
a California limited liability company,
its Managing General Partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its member/manager

By: Signed by: Susan Friedland 383354C32FC6425...
Susan Friedland,
Chief Executive Officer

By: Sunflower Grace AGP LLC,
a California limited liability company,
its Administrative General Partner

By: Sunflower Hill,
a California nonprofit public benefit corporation,
its member/manager

By: Signed by: Susan M. Houghton AB2890D7F6E149D...
Susan M. Houghton
President – Board of Directors

Exhibit A

LEGAL DESCRIPTION

Real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

Being all of Parcel MM as shown on the Map of Tract Map 8449 entitled "The DC Dublin Centre PA-2 North For Condominium Purposes, filed on December 4, 2025 in Book 375 of Maps, at Pages 55 through 67, under series no. 2025-153000 Official Records of Alameda County.

Containing 81,893 square feet of land area, more or less.

APN: 985-0051-006-00

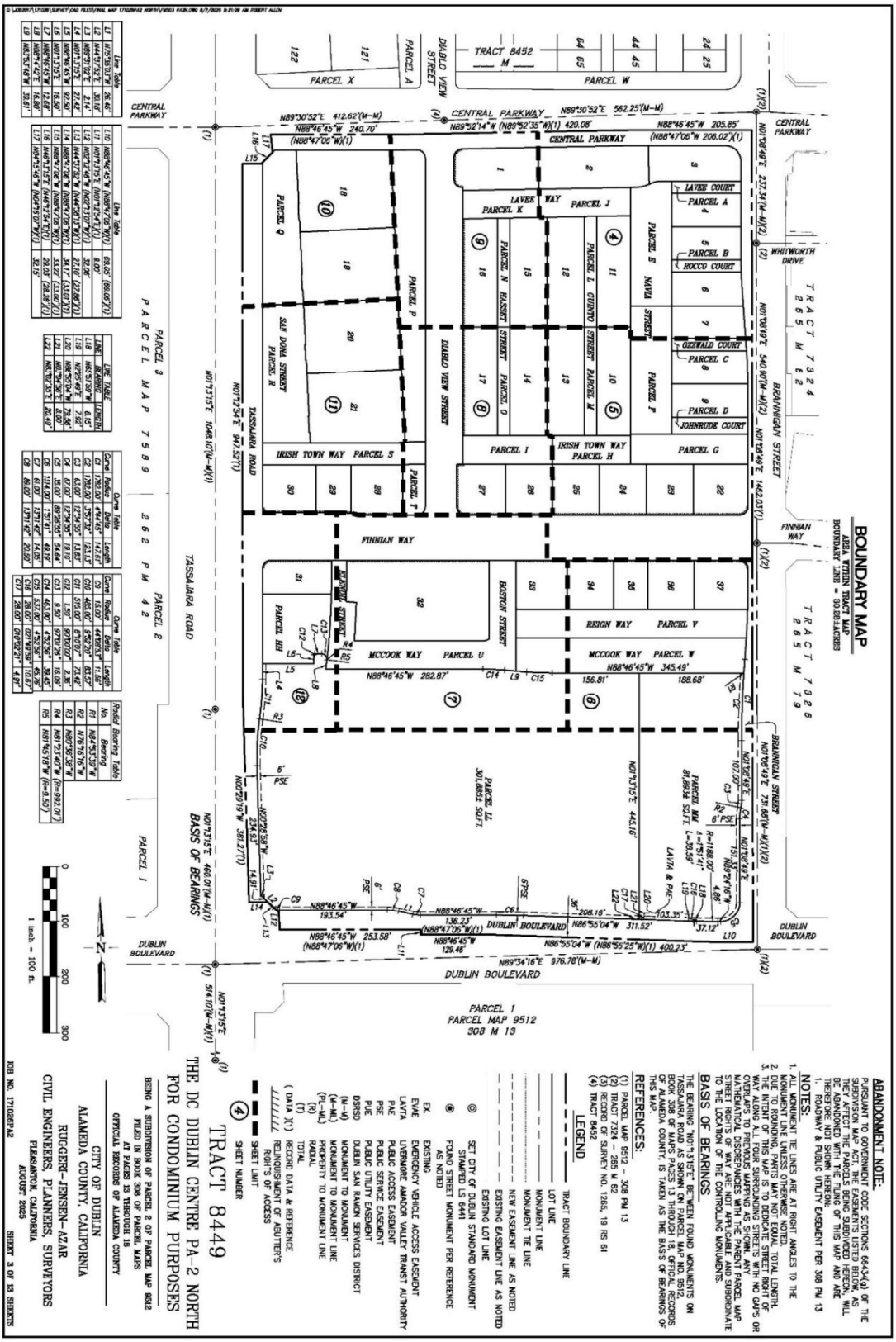

BOUNDARY MAP
AREA WITHIN TRACT MAP BOUNDARY LINE = 30.289 ACRES
ABANDONMENT NOTE:
NOTES:
BASIS OF BEARINGS
REFERENCES:
LEGEND
TRACT 8449
FOR CONDOMINIUM PURPOSES
THE DC DUBLIN CENTRE PA-2 NORTH
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2025
SHEET 3 OF 13 SHEETS
PARCEL 3 PARCEL MAP 7589 262 PM 42
PARCEL 2
PARCEL 1
TASSAJARA ROAD
DUBLIN BOULEVARD
CENTRAL PARKWAY
FINNIAN WAY
BRANNIGAN STREET
WHITWORTH DRIVE
DIABLO VIEW STREET
MCCOOK WAY
REIGN WAY
BOSTON STREET
IRISH TOWN WAY
LAVER WAY
LAVER COURT
GEIWALD COURT
ROCCO COURT
JOHNRUDE COURT
SAN DONA STREET
MAYA STREET
GIURITO STREET
HASSERT STREET
PARCEL A
PARCEL B
PARCEL C
PARCEL D
PARCEL E
PARCEL F
PARCEL G
PARCEL H
PARCEL I
PARCEL J
PARCEL K
PARCEL L
PARCEL M
PARCEL N
PARCEL O
PARCEL P
PARCEL Q
PARCEL R
PARCEL S
PARCEL T
PARCEL U
PARCEL V
PARCEL W
PARCEL HH
PARCEL LL
PARCEL MM
PARCEL 1
PARCEL MAP 9512
308 M 13
TRACT 8452
285 M 7
TRACT 7324
282 M 7
TRACT 7926
285 M 19
PARCEL X
PARCEL W
PARCEL A
BASIS OF BEARINGS
DUBLIN BOULEVARD
N89°34'16"E 976.78'(M-M)
N88°46'45"W 253.58'
(N88°47'06"W)(1)
N88°46'45"W 129.46'
N86°55'04"W (N86°55'25"W)(1) 400.23'
N86°55'04"W 311.52'
N88°46'45"W 193.54'
N88°46'45"W 136.23'
(N88°47'06"W)(1)
N88°46'45"W 262.87'
N88°46'45"W 345.49'
N88°46'45"W 240.70'
(N88°47'06"W)(1)
N89°30'52"E 412.62'(M-M)
N89°52'14"W (N89°52'35"W)(1) 420.08'
N89°30'52"E 562.25'(M-M)
N88°46'45"W 205.85'
(N88°47'06"W 206.02')(1)
N01°13'15"E 460.01'(M-M)(1)
BASIS OF BEARINGS
N01°13'15"E 514.10'(M-M)(1)
N01°13'15"E 1048.10'(M-M)(1)
N01°13'15"E 445.16'
N01°13'15"E 547.52'(1)
N00°29'59"W 381.27'(1)
N00°29'59"W 234.93'
N01°08'49"E 232.34'(M-M)(2)
N01°08'49"E 540.00'(M-M)(2)
N01°08'49"E 1462.07'(1)
N01°08'49"E 731.69'(M-M)(1)(2)
N01°08'49"E 107.00'
N01°08'49"E 151.33'
R=1188.00'
Δ=1°51'41"
L=38.59'
R=15.00'
Δ=90°00'00"
L=23.56'
R=15.00'
Δ=44°59'51"
L=11.56'
R=465.00'
Δ=5°26'20"
L=44.15'
R=15.00'
Δ=90°00'00"
L=23.56'
R=1750.00'
Δ=1°44'45"
L=142.81'
R=1750.00'
Δ=1°50'32"
L=123.13'
R=63.00'
Δ=23°29'50"
L=25.85'
R=35.00'
Δ=69°29'59"
L=34.64'
R=1750.00'
Δ=0°37'40"
L=19.17'
R=1750.00'
Δ=1°31'42"
L=46.65'
R=1750.00'
Δ=1°31'42"
L=46.65'
R=28.00'
Δ=90°00'27"
L=43.97'
R=28.00'
Δ=90°00'00"
L=43.98'
R=28.00'
Δ=90°00'00"
L=43.98'
R=28.00'
Δ=90°00'27"
L=43.97'
R=1750.00'
Δ=1°44'45"
L=142.81'
R=1750.00'
Δ=1°50'32"
L=123.13'
R=63.00'
Δ=23°29'50"
L=25.85'
R=35.00'
Δ=69°29'59"
L=34.64'
R=1750.00'
Δ=0°37'40"
L=19.17'
R=1750.00'
Δ=1°31'42"
L=46.65'
R=1750.00'
Δ=1°31'42"
L=46.65'
R=28.00'
Δ=90°00'27"
L=43.97'
R=28.00'
Δ=90°00'00"
L=43.98'
R=28.00'
Δ=90°00'00"
L=43.98'
R=28.00'
Δ=90°00'27"
L=43.97'
0 100 200 300
1 inch = 100 ft.
N
SHEET 3 OF 13 SHEETS
RDB NO. 1710268P42

Exhibit A-1

EXHIBIT B

Recording Requested by
and When Recorded, Return to:

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code § 11922
Governmental Agency acquiring title

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, as of _____, 202__, the City of Dublin, a California municipal corporation and general law city, hereby grants to Sunflower Grace, L.P., a California limited partnership, all that real property located in the City of Dublin, County of Alameda, State of California and more particularly described in Attachment No. 1 hereto and incorporated in this Grant Deed by this reference.

By: _____

Attachment No. 1 to Grant Deed

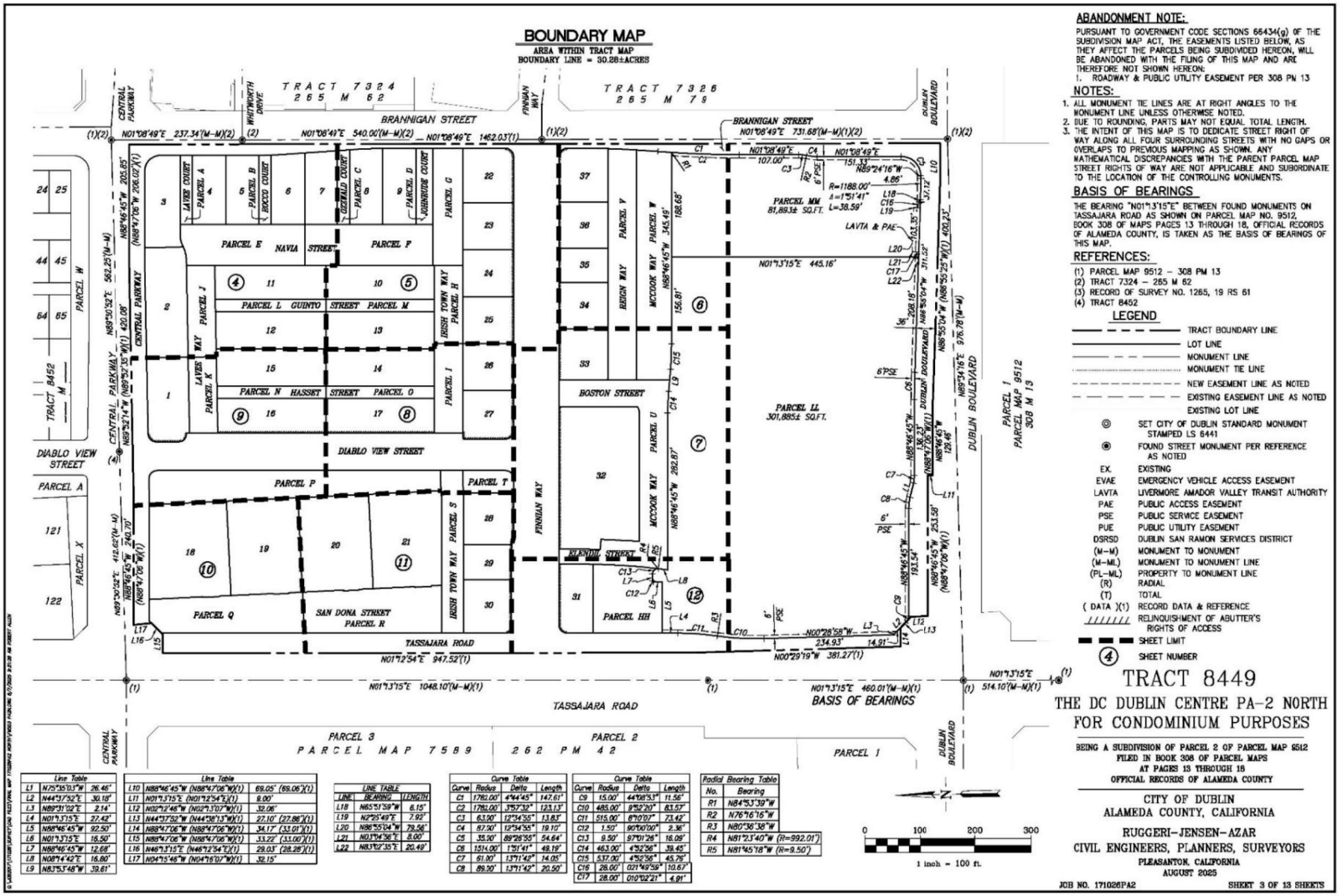
LEGAL DESCRIPTION

Real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

Being all of Parcel MM as shown on the Map of Tract Map 8449 entitled "The DC Dublin Centre PA-2 North For Condominium Purposes, filed on December 4, 2025 in Book 375 of Maps, at Pages 55 through 67, under series no. 2025-153000 Official Records of Alameda County.

Containing 81,893 square feet of land area, more or less.

APN: 985-0051-006-00



ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE EASEMENTS LISTED BELOW, AS THEY AFFECT THE PARCELS BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON:

1. ROADWAY & PUBLIC UTILITY EASEMENT PER 308 PM 13

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. DUE TO ROUNDING, PARTS MAY NOT EQUAL TOTAL LENGTH.
3. THE INTENT OF THIS MAP IS TO DEDICATE STREET RIGHT OF WAY ALONG ALL FOUR SURROUNDING STREETS WITH NO GAPS OR OVERLAPS TO PREVIOUS MAPPING AS SHOWN. ANY MATHEMATICAL DISCREPANCIES WITH THE PARENT PARCEL MAP STREET RIGHTS OF WAY ARE NOT APPLICABLE AND SUBORDINATE TO THE LOCATION OF THE CONTROLLING MONUMENTS.

BASIS OF BEARINGS

THE BEARING "N01°3'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON PARCEL MAP NO. 9512, BOOK 308 OF MAPS PAGES 13 THROUGH 18, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS OF BEARINGS OF THIS MAP.

REFERENCES:

(1) PARCEL MAP 9512 – 308 PM 13
(2) TRACT 7324 – 265 M 62
(3) RECORD OF SURVEY NO. 1265, 19 RS 61
(4) TRACT 8452

LEGEND

	TRACT BOUNDARY LINE
	LOT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	NEW EASEMENT LINE AS NOTED
	EXISTING EASEMENT LINE AS NOTED
	EXISTING LOT LINE
◎	SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441
◉	FOUND STREET MONUMENT PER REFERENCE AS NOTED
EX.	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
LAVTA	LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
PAE	PUBLIC ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DSRSD	DUBLIN SAN RAMON SERVICES DISTRICT
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(PL–ML)	PROPERTY TO MONUMENT LINE
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE
//////	RELINQUISHMENT OF ABUTTER'S RIGHTS OF ACCESS
	SHEET LIMIT
(4)	SHEET NUMBER

TRACT 8449

THE DC DUBLIN CENTRE PA–2 NORTH FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 9512
FILED IN BOOK 308 OF PARCEL MAPS
AT PAGES 13 THROUGH 18
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

AUGUST 2025

JOB NO. 171026PA2 SHEET 3 OF 13 SHEETS

Line Table		
L1	N75°35'03"W	26.46'
L2	N44°37'32"E	30.18'
L3	N89°31'32"E	2.14'
L4	N01°3'15"E	27.42'
L5	N88°46'45"W	92.50'
L6	N01°3'15"E	16.50'
L7	N88°46'45"W	12.68'
L8	N08°14'42"E	16.80'
L9	N83°53'48"W	39.61'

Line Table		
L10	N88°46'45"W (N88°47'06"W)(1)	69.05' (69.06')(1)
L11	N01°3'15"E (N01°12'54"E)(1)	8.00'
L12	N02°12'46"W (N02°13'07"W)(1)	32.06'
L13	N44°37'32"W (N44°58'13"W)(1)	22.10' (27.86')(1)
L14	N88°47'06"W (N88°47'06"W)(1)	34.17' (33.01')(1)
L15	N88°47'06"W (N88°47'06"W)(1)	33.22' (33.00')(1)
L16	N46°3'15"E (N46°12'54"E)(1)	28.03' (28.28')(1)
L17	N04°5'46"W (N04°16'07"W)(1)	32.15'

LINE TABLE		
LINE	BEARING	LENGTH
L18	N65°51'39"W	6.15'
L19	N2°25'49"E	7.92'
L20	N86°55'04"W	29.56'
L21	N03°04'56"E	8.00'
L22	N83°02'35"E	20.49'

Curve Table			
Curve	Radius	Delta	Length
C1	1782.00'	4°44'45"	147.61'
C2	1783.00'	3°57'32"	123.13'
C3	53.00'	12°34'55"	13.83'
C4	67.00'	12°34'55"	19.10'
C5	35.00'	89°26'55"	54.64'
C6	1514.00'	1°51'41"	49.19'
C7	61.00'	13°11'42"	14.05'
C8	89.00'	13°11'42"	20.50'

Curve Table			
Curve	Radius	Delta	Length
C9	15.00'	44°08'53"	11.56'
C10	485.00'	9°52'20"	83.57'
C11	515.00'	8°10'07"	73.42'
C12	1.50'	90°00'00"	2.36'
C13	9.50'	97°01'26"	16.09'
C14	463.00'	4°52'56"	39.45'
C15	537.00'	4°52'56"	45.75'
C16	28.00'	021°49'59"	10.67'
C17	28.00'	010°02'21"	4.91'

Radial Bearing Table	
No.	Bearing
R1	N84°53'39"W
R2	N76°16'16"W
R3	N80°36'38"W
R4	N81°23'40"W (R=992.01')
R5	N81°45'18"W (R=9.50')

Exhibit A-1

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

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, 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.

_____
NOTARY PUBLIC

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is entered into as of _____, by and between the City of Dublin, a municipal corporation ("City"), and Sunflower Grace, L.P., a California limited partnership ("Developer").

RECITALS

A. Concurrently with the date of this Agreement, Developer has acquired fee title from City to that certain real property located at _____, Dublin, California, as more particularly described in Exhibit A attached to this Agreement ("Property").

B. Developer acquired the Property from the City pursuant to that certain Affordable Housing Assistance Agreement with respect to the Property, dated as of November 5, 2024, and amended by the First Amendment to Affordable Housing Assistance Agreement dated as of October 6, 2026 (as amended, the "AHAA"). The AHAA requires the City to acquire the Property from the "land banker" of the "Dublin Centre (DC) Project" (as those terms are defined in the AHAA), and to enter into an agreement to sell the Property to Developer for a nominal sales price, and for Developer to construct and operate an affordable housing project thereon.

C. Developer intends to construct a multifamily residential apartment project on the Property consisting of approximately sixty (60) affordable rental housing units for very low and low income families, and related improvements ("Development").

D. This Agreement gives the City an exclusive right and option to purchase the Property from Developer, which may be exercised by the City if the Developer fails to record a Regulatory Agreement against the Property on or prior to the date of the Construction Financing Closing (as defined below), if Developer transfers the Property or certain interests in Developer at any time prior to the recordation of the Regulatory Agreement, or if the Developer does not commence the construction of the Development on the Property within the time as set forth in the AHAA.

E. All these Recitals are incorporated into and made part of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, City and Developer hereby agree as follows:

1. **Grant of Option**. Developer grants to the City the exclusive right and option to purchase the Property for the consideration and under the terms and conditions set forth in this Agreement (the "Option").

2. **Term and Exercise of Option**.

a. **Option Term.** The term of the Option ("Option Term") shall be for a period commencing on the date the Memorandum of Option (attached as Exhibit B) is recorded

and ending on the earlier of the following events: (i) the admission of the investor limited partner into the tax credit limited partnership formed for the Development and the closing of Developer's construction loans necessary for Developer to commence construction of Development, which are required to be identified and approved by the City in accordance with the City documents evidencing the City Loan ("Construction Loans"); and (ii) the date this Option is terminated in writing by the City. Developer shall provide City with thirty (30) days' prior written notice of the admission of the investor limited partner and the closing of Construction Loans.

b. **Exercise of Option**. The City may exercise the Option only in the event that (i) the Developer fails or refuses to record the Regulatory Agreement against the Property in the form acceptable to the City on or prior to the date of the Construction Financing Closing, (ii) the Developer attempts to affect a "Transfer" as defined below at any time prior to the recordation of the Regulatory Agreement; or (iii) the Developer fails to admit an investor limited partner into the tax credit limited partnership formed for the Development and/or close on the construction loans for the Development necessary for Developer to commence construction of Development (the admission of such investor limited partner and the closing of such construction loans being collectively referred to herein as the "Construction Financing Closing") within the time set forth in the AHAA Schedule of Performance for the Construction Financing Closing, as such time may be extended with the City's consent in accordance with the AHAA. Such time periods may be extended in writing by the City Manager in his or her sole discretion if the City Manager finds that the Developer is diligently pursuing the Development and cooperating with the City in accomplishing all steps required to move forward with the Development in a timely manner. Transfer is defined as (i) directly or indirectly, voluntarily, involuntarily or by operation of law making or attempting any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of the Property or the improvements located on the Property; or (ii) a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the ownership and /or control of Developer at time of entering into this Agreement, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision. Developer shall give the City thirty (30) days' written notice prior to any Transfer. The City may exercise the Option by giving written notice to Developer of its exercise of the Option ("Option Notice").

c. **Termination.** Upon termination of the Option at the end of the Option Term, the City Manager shall sign and deliver in recordable form a termination agreement, quitclaim deed or such other document as may be reasonably required by the Developer to evidence the termination of the Option. The parties acknowledge that the termination agreement, quitclaim deed or other such document must be recorded concurrently with the close of escrow for the Construction Loans.

3. **Purchase of the Property.**

a. **Purchase Price**. On the date specified in the Option Notice (which shall not be earlier than thirty (30) days after the date of the Option Notice), the Developer shall sell the Property to the City for the following consideration: (i) the amount that the Developer paid in

cash for the purchase of the Property, which is $1.00, excluding closing costs, and (ii) the termination of the AHAA and cancellation of any debt incurred by the Developer to the City in connection with the proposed Development (collectively, "City Loans"), provided that the Developer returns to the City the full amount of any monies disbursed by the City to the Developer under the City Loans minus those monies expended by the Developer relating to the development of the Property as established by the Developer through documentation provided to the City in accordance with general accounting principles.

b. **Execution of Deed.** As soon as practicable, but in no event later than the date specified in the Option Notice for the purchase and sale of the Property, the Developer shall execute a grant deed (the "Deed") conveying to the City the Property and all improvements located on the Property which shall be recorded in the Official Records of the County of Alameda (the "Official Records").

c. **Expenses.** All city and county documentary transfer tax and conveyance taxes to the extent they are not exempt pursuant to the Revenue and Taxation Code, and recording charges for the Deed (if any) shall be borne by Developer. The cost of the Title Policy (as defined below) shall be borne by the City. All other expenses, fees or costs (except for attorneys' fees and costs) incurred in close of escrow for the purchase and sale of the Property pursuant to this Agreement shall be borne by the City. Each party shall bear its own attorneys' fees and costs.

d. **Proration of Taxes.** Real property taxes, if any, on the Property shall be prorated as of the date of recordation of the Deed. Mello-Roos and other like assessments on the Property shall be similarly prorated and Developer's share shall be fully paid prior to recordation of the Deed.

e. **Title Insurance**. Should the City exercise the Option, no later than the time of the recording of the Deed pursuant to subsection (b) above, the City shall cause a title company of the City's choice to issue a CLTA or ALTA policy of title insurance (the "Title Policy") insuring fee title to the Property to be vested in the City, subject only to those encumbrances, conditions, or exceptions acceptable to the City in its reasonable discretion ("Permitted Exceptions"). Permitted Exceptions shall include all encumbrances, conditions and exceptions approved by the City under Section 21 below and/or in its loan policy issued in connection with the City Loan (defined in the AHAA), any regulatory agreements and other deeds of trust or other security instruments securing debt on the Property approved by the City, or any other instruments recording with the prior written approval by the City. Developer shall be responsible for removing from the Property title any encumbrances, conditions, or exceptions other than Permitted Exceptions prior to the closing of the conveyance of the Property to the City.

4. **Assignment of Option.** Neither the Developer nor City may assign its rights or obligations under this Agreement without the prior written consent of the other party. The City hereby consents to an assignment by Developer that complies with Permitted Transfers as defined in the Regulatory Agreement or an affiliate controlled by Developer. Any assignment of this Agreement not authorized under this section shall be null and void.

5. **Memorandum of Option.** Contemporaneously with the execution of this Agreement, the City and Developer shall execute and acknowledge a Memorandum of Option in the form attached to this Agreement as Exhibit B. The City shall cause the executed and acknowledged Memorandum of Option to be recorded in the Official Records concurrently with the recording of the deed transferring title to the Property from the City to the Developer.

6. **Further Documents.** Upon the reasonable request of the other party, each party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including escrow instructions.

7. **Notices.** All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served to the parties at the following addresses when (a) mailed by certified mail, postage prepaid, return receipt requested; (b) sent by express delivery service, charges prepaid with a delivery receipt; or (c) personally delivered when a delivery receipt is obtained:

City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Manager

Developer: Sunflower Grace, L.P.
c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, CA 94703
Attention: Chief Executive Officer

All notices so delivered, mailed or sent shall be deemed received as of the date shown on the delivery receipt as the date of delivery or the date delivery was refused. Either party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other party in the manner provided in this paragraph.

8. **Binding Effect.** This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the parties to this Agreement and their respective permitted successors and assigns.

9. **Time.** Time is of the essence of this Agreement.

10. **Attorneys' Fees.** In any action between the City and Developer to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover costs of suit and expenses, including, without limitation, reasonable attorneys' fees.

11. **Eminent Domain.** Notwithstanding any other provision of this Agreement, if at any time prior to execution and recordation of the Deed, any portion of the Property shall be

taken by eminent domain or is the subject of eminent domain proceedings (either threatened in writing or commenced), and regardless of whether the City has exercised the Option, then the City shall have the right to terminate this Agreement upon written notice to Developer, whereupon the parties shall have no further obligations under this Agreement.

12. **Exhibits.** All exhibits attached to this Agreement and referred to in this Agreement are incorporated into this Agreement by this reference as though they were fully set forth in this Agreement.

13. **Captions.** The captions of the paragraphs of this Agreement are for convenience and reference only, and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this Agreement.

14. **Entire Agreement; Counterparts.** This Agreement contains the entire agreement between the parties respecting the matters set forth, and supersedes all prior agreements between the parties respecting such matters. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

15. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer to any person, other than the parties and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

16. **Waiver.** No provision of this Agreement shall be deemed waived by a party unless such waiver is in writing and signed by the party making the waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision unless the waiver is made in writing. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provisions itself or of any other provision.

17. **Authority of Signatories**. Each of the parties to this Agreement represents and warrants to the other party that the persons who have executed this Agreement have been authorized to do so by the party on whose behalf the party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each party has a good and legal right to enter into this Agreement and to perform all covenants of that party contained in this Agreement.

18. **Governing Law.** This Agreement shall be governed and constructed in accordance with California law.

19. **Amendments.** This Agreement may only be amended in writing signed by all parties.

20. **Brokers.** Each party will defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of that party's own conduct.

21. **Title Report and Developer's Representations and Warranties**. Prior to entering into this Agreement, Developer shall provide City with a copy of a current title report for the Property ("Title Report"). The City's entering into this Agreement is subject to its approval of the Title Report and any exceptions shown in the Title Report.

Developer represents and warrants that (a) except for the matters shown in the Title Report, no leases, occupancies, tenancies, or licenses exist that presently affect the Property; (b) to the best of Developer's knowledge, there are not presently any actions, suits, or proceedings pending or, threatened against or affecting the Property or the interest of Developer in the Property or its use or that would affect Developer's ability to consummate the transaction contemplated in this Agreement; (c) there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property, and Developer shall promptly notify City of any of these matters arising during the term of this Agreement; and (d) to the best of Developer's knowledge, there are not presently any pending or threatened condemnation, eminent domain, or similar proceedings affecting the Property.

22. **Developer's Conduct During Term of Agreement.** During the term of this Agreement, Developer shall comply with the following terms relating to the Property: (a) Developer shall pay for all labor and work performed and all material furnished at Developer's request or on Developer's behalf, and there shall be no claim for which a mechanic's, materialman's, or similar lien can be claimed by any person or firm against the Property as a result of any act of Developer; (b) Developer shall not affirmatively take any actions constituting waste of the Property, and shall not excavate, mine, or otherwise materially alter the Property; (c) Developer shall not enter into any lease, occupancy, tenancy, or license agreement affecting the Property, without City's prior written consent; and (d) Developer shall not incur any obligations or liabilities or enter into any transactions that will affect the Property without the prior written consent of City which consent shall not be unreasonably withheld.

23. **Developer Indemnity of City.** Developer shall indemnify, defend and hold harmless the City, any City agencies, and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively herein, "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses) by any person or entity, directly or indirectly arising or alleged to have arisen out of or in any way relating to the Property during the term of this Agreement. This indemnity provision shall survive termination of this Agreement.

24. **Remedies for Breach.** Each Party shall have the right to exercise all remedies available under law and equity for any breach of this Agreement.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the date first written above.

DEVELOPER:

SUNFLOWER GRACE, L.P.,
a California limited partnership

By: Sunflower Grace MGP LLC,
a California limited liability company,
its Managing General Partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its member/manager

By: _____
Susan Friedland,
Chief Executive Officer

By: Sunflower Grace AGP LLC,
a California limited liability company,
its Administrative General Partner

By: Sunflower Hill,
a California nonprofit public benefit corporation,
its member/manager

By: _____
Susan M. Houghton
President – Board of Directors

CITY:

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
John Bakker, City Attorney

EXHIBIT A

Property Description

Real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

Being all of Parcel MM as shown on the Map of Tract Map 8449 entitled “The DC Dublin Centre PA-2 North For Condominium Purposes, filed on December 4, 2025 in Book 375 of Maps, at Pages 55 through 67, under series no. 2025-153000 Official Records of Alameda County.

Containing 81,893 square feet of land area, more or less.

APN: 985-0051-006-00

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Clerk

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION AGREEMENT ("Memorandum of Option") is entered into as of _____, by and between the City of Dublin, a municipal corporation ("City"), and Sunflower Grace, L.P., a California limited partnership ("Developer").

Developer and City have entered into that certain Option Agreement, dated concurrently herewith (the "Option Agreement"), in which the Developer has granted to the City the option (the "Option") to purchase certain real property owned by the Developer situated in the City of Dublin, County of Alameda, State of California, described in the attached Exhibit A (the "Property").

By the execution and recording of this Memorandum of Option, the Developer and the City desire to give notice to the public of the Option Agreement. The names of the Developer and the City are as set forth in the first paragraph of this Memorandum. The Property covered by this Memorandum of Option is as set forth in the first paragraph of this Memorandum. The terms of the Option and rights and obligations of the parties are set forth in full in the Option Agreement, the provisions of which are incorporated in this Memorandum by this reference as if set out in full. Nothing in this Memorandum shall constitute or be construed as constituting an agreement, revision, or modification to the Option Agreement or the respective rights or obligations of the parties under the Option Agreement.

This Memorandum of Option may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Memorandum of Option has been duly executed as of the day and year first above written.

DEVELOPER:

SUNFLOWER GRACE, L.P.,
a California limited partnership

By: Sunflower Grace MGP LLC,
a California limited liability company,
its Managing General Partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its member/manager

By: _____
Susan Friedland,
Chief Executive Officer

By: Sunflower Grace AGP LLC,
a California limited liability company,
its Administrative General Partner

By: Sunflower Hill,
a California nonprofit public benefit corporation,
its member/manager

By: _____
Susan M. Houghton,
President – Board of Directors

CITY:

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
John Bakker, City Attorney

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

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, 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.

_____
NOTARY PUBLIC

Exhibit A

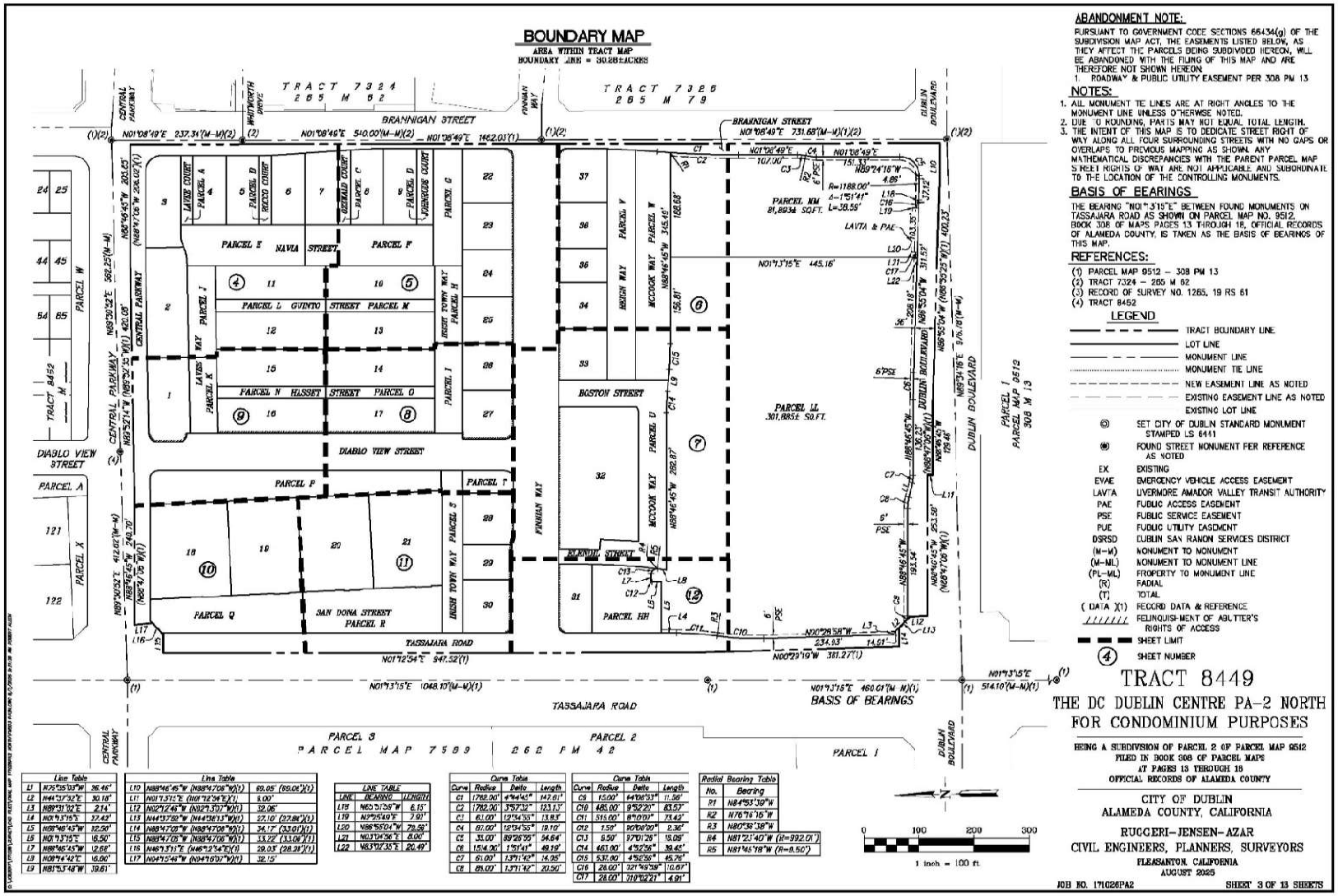
Property Description

Real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

Being all of Parcel MM as shown on the Map of Tract Map 8449 entitled "The DC Dublin Centre PA-2 North For Condominium Purposes, filed on December 4, 2025 in Book 375 of Maps, at Pages 55 through 67, under series no. 2025-153000 Official Records of Alameda County.

Containing 81,893 square feet of land area, more or less.

APN: 985-0051-006-00



ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE EASEMENTS LISTED BELOW, AS THEY AFFECT THE PARCELS BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON.

1. ROADWAY & PUBLIC UTILITY EASEMENT PER 308 PM 13

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. DUE TO ROUNDING, PARTS MAY NOT EQUAL TOTAL LENGTH.
3. THE INTENT OF THIS MAP IS TO DEDICATE STREET RIGHT OF WAY ALONG ALL FOUR SURROUNDING STREETS WITH NO GAPS OR OVERLAPS TO PREVIOUS MAPPING AS SHOWN. ANY MATHEMATICAL DISCREPANCIES WITH THE PARENT PARCEL MAP'S RIGHT OF WAY ARE NOT APPLICABLE AND SUBORDINATE TO THE LOCATION OF THE CONTROLLING MONUMENTS.

BASIS OF BEARINGS

THE BEARING "N01°3'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON PARCEL MAP NO. 9512, BOOK 308 OF MAPS PAGES 13 THROUGH 18, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS OF BEARINGS OF THIS MAP.

REFERENCES:

(1) PARCEL MAP 9512 – 308 PM 13
(2) TRACT 7324 – 265 M 62
(3) RECORD OF SURVEY NO. 1265, 19 RS 61
(4) TRACT 8452

LEGEND

	TRACT BOUNDARY LINE
	LOT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	NEW EASEMENT LINE AS NOTED
	EXISTING EASEMENT LINE AS NOTED
	EXISTING LOT LINE
◎	SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6411
◉	FOUND STREET MONUMENT PER REFERENCE AS NOTED
EX	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
LAVTA	LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
PAE	PUBLIC ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DSRSD	DUBLIN SAN RAMON SERVICES DISTRICT
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(PL–ML)	PROPERTY TO MONUMENT LINE
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE
	RELINQUISHMENT OF ABUTTER'S RIGHTS OF ACCESS
	SHEET LIMIT
④	SHEET NUMBER

TRACT 8449

THE DC DUBLIN CENTRE PA–2 NORTH FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 9512 FILED IN BOOK 308 OF PARCEL MAPS AT PAGES 13 THROUGH 18 OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2025

JOB NO. 171026PA2 SHEET 3 OF 13 SHEETS

Line Table		
L1	N25°35'03"W	36.46'
L2	N44°37'32"E	30.18'
L3	N89°31'02"E	2.14'
L4	N01°3'15"E	37.43'
L5	N89°46'45"W	32.50'
L6	N01°3'15"E	16.50'
L7	N89°46'45"W	12.68'
L8	N09°9'42"E	16.00'
L9	N81°53'48"W	19.61'

Line Table		
L10	N89°46'45"W (N89°47'06"W)(1)	69.05' (69.04')(1)
L11	N01°3'15"E (N01°2'54"E)(1)	5.00'
L12	N02°12'46"W (N02°13'07"W)(1)	32.06'
L13	N44°37'32"W (N44°38'13"W)(1)	22.10' (22.84')(1)
L14	N89°47'08"W (N89°47'06"W)(1)	34.17' (33.01')(1)
L15	N89°47'08"W (N89°47'06"W)(1)	33.22' (33.06')(1)
L16	N46°3'51"E (N46°2'54"E)(1)	28.05' (28.28')(1)
L17	N04°15'46"W (N04°16'07"W)(1)	32.15'

LINE TABLE		
LINE	BEARING	LENGTH
L18	N65°51'59"W	6.15'
L19	N3°5'48"E	7.91'
L20	N86°55'04"W	78.58'
L21	N03°34'56"E	8.00'
L22	N83°01'35"E	20.49'

Curve Table			
Curve	Radius	Delta	Length
C1	1768.00'	4°36'45"	142.61'
C2	1782.00'	3°57'32"	123.13'
C3	61.00'	12°34'55"	13.83'
C4	61.00'	12°34'55"	19.10'
C5	35.00'	89°26'59"	54.64'
C6	1514.00'	1°51'41"	49.19'
C7	61.00'	1°31'42"	14.95'
C8	85.00'	1°31'42"	20.90'

Curve Table			
Curve	Radius	Delta	Length
C9	15.00'	84°59'33"	11.58'
C10	465.00'	9°52'20"	83.57'
C11	515.00'	8°0'07"	73.43'
C12	1.50'	90°00'00"	2.36'
C13	9.50'	97°01'26"	16.09'
C14	461.00'	4°52'56"	39.46'
C15	537.00'	4°52'56"	45.76'
C16	28.00'	321°58'59"	157.37'
C17	28.00'	210°52'21"	4.61'

Radial Bearing Table	
No.	Bearing
R1	N84°53'39"W
R2	N76°6'16"W
R3	N80°38'38"W
R4	N81°23'40"W (R=992.01')
R5	N81°46'18"W (R=0.50')

© UNAUTHORIZED REPRODUCTION OF THIS MAP OR PORTIONS THEREOF IS A VIOLATION OF APPLICABLE LAWS. RUGGERI-JENSEN-AZAR

Exhibit A-1

LEASE OF CITY REAL PROPERTY AT BRANNIGAN STREET AND DUBLIN BOULEVARD, DUBLIN, CA

This Lease of City Real Property ("Lease") at Brannigan Street and Dublin Boulevard (APN 985-0051-006-00), Dublin, dated October 6, 2026, is by and between the City of Dublin, a municipal corporation of the State of California, hereafter called "Lessor," and Sunflower Grace, L.P., a California limited partnership, hereafter called "Lessee", collectively referred to as "the Parties".

RECITALS

A. **WHEREAS**, Lessor is the owner in fee of all that certain property described in Exhibit "A", attached hereto and incorporated herein by this reference, along with any improvements located thereon, hereafter referred to as "Property"; and

B. **WHEREAS**, the Lessor and Lessee entered into (i) that certain Affordable Housing Assistance Agreement with respect to the Property, dated as of November 5, 2024, and amended by the First Amendment to Affordable Housing Assistance Agreement dated as of October 6, 2026 (as amended, the "AHAA"); and (ii) that certain Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 202__, whereby the City agreed to sell the Property to Lessee ("Purchase Agreement"); and

C. **WHEREAS**, Lessee has requested a short-term lease for the Property prior to the closing of the sale of the Property pursuant to the Purchase Agreement (the "Closing").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree as follows:

1. **Lease of Property**. Lessor hereby leases to Lessee the Property, including any improvements located thereon.

2. **Term of Lease.** The term of this Lease shall commence on the date hereof and shall expire on the earlier of (i) termination of the Purchase Agreement if the Purchase Agreement is terminated before the Closing; or (ii) the date of the Closing ("Term"). At the end of the term the Parties may mutually agree to extend the term on a month-to-month basis for a period of one (1) year. The Parties may also mutually agree to an early termination.

3. **Condition of Property.** Lessee is fully aware of the existing condition of the Property and accepts the Property in its existing condition.

4. **Rent.** Rent shall be $1.00 per month paid twelve months at a time, in advance, on or before the anniversary of the date of this Lease, until the end of the Term of this Lease and any extensions herein.

5. **Use of Property.** The Property shall only be used for purposes consistent with the zoning for the Property. Additionally, Lessee is required to maintain the Property in accordance with Section 13 below and keep the Property secured at all times.

6. **Assignment and Sublease.** Lessee shall not assign this Lease or any interest therein, nor let or sublet the whole or any part of the Property without the express written consent of Lessor which Lessor may grant in its sole discretion, except Lessee shall be permitted to assign this Agreement to any assignee which is permitted or has been approved pursuant to the Purchase Agreement, provided Lessee provides written notice of such assignment to Lessor at least thirty (30) days prior to the effective date of such assignment and a fully executed copy of any assignment documents.

7. **Expiration.** Upon the expiration of the Term of this Lease, or of any extension, Lessee shall quit and surrender the Property in as good state and condition, reasonable wear and tear excepted, as its condition at the commencement of said Term.

8. **Compliance with All Laws.** Lessee, at its sole cost, shall comply with all applicable lawful requirements, policies, statutes and ordinances with respect to the use of the Property.

9. **Utilities.** Lessee shall pay all charges for utilities and other services upon the Property, including but not limited to gas, electricity, sewer, water and garbage charges.

10. **Indemnification and Hold Harmless.** Lessee shall defend, indemnify and hold harmless Lessor, its officers, agents, and employees against any liability, claim or loss for damage to any property or injury to or death of any person or persons arising from or connected to the Property during the Term of this Lease, except to the extent such liability claim or loss is attributable to the gross negligence or willful misconduct of Lessor, its officers, agents, or employees. Without limitation, Lessee's indemnification obligations hereunder shall apply to any relocation benefits to which any of Lessee's subtenants may be entitled.

11. **Hazardous Materials.**

A. Hazardous materials are those substances listed in Division 4, Chapter 30, Article 9 of Title 22, California Code of Regulations, or those which meet the toxicity, reactivity, corrosiveness or flammability criteria of Article 11 of the above Code, as well as any other substance which poses a hazard to health or environment.

B. Except as otherwise permitted in the Lease, Lessee shall not use, create, store or allow any such substances on the Property. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

C. In no case shall Lessee cause or allow the deposit or disposal of any such substance on the Property.

D. However, household products necessary for routine cleaning and maintenance of the Property may be kept on the Property in quantities reasonable for current needs.

E. Lessor, or its agents or contractors, shall at all times have the right, upon reasonable notice, to go upon and inspect the Property and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the Property.

F. Breach of any of these covenants, terms and conditions shall give Lessor authority to immediately terminate this Lease. It is the intent of the parties hereto that the Lessee shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the Property during the term of this Lease. The Lessee shall also be responsible for any cleanup and decontamination on or off the Property necessitated by such materials or waste.

G. Lessee shall further indemnify, defend, and hold Lessor and its officers or employees, harmless from any and all responsibility, loss, damage, liability and expenses (including reasonable attorneys' fees) resulting from the presence or use of hazardous materials on the Property during the Lessee's periods of use and possession.

12. **CASp Compliance**. Pursuant to California Civil Code section 1938, Lessor hereby notifies Lessee that as of the date of this Lease, there are no buildings located on the Property that have undergone inspection by a "Certified Access Specialist" ("CASp") to determine whether each building meets all applicable construction-related accessibility standards under California Civil Code section 55.53. Lessor hereby discloses pursuant to California Civil Code section 1938 as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the Lessee from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Lessee, if requested by the Lessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Lessor and Lessee hereby acknowledge and agree that in the event that Lessee elects to perform a CASp inspection of any building hereunder (the "Inspection"), such Inspection shall be (a) performed at Lessee's sole cost and expense, (b) limited to the building and (c) performed by a CASp who has been approved or designated by Lessor prior to the Inspection. Any Inspection must be performed at a time reasonably approved by Lessor. Lessor reserves the right to be present during the Inspection. Lessee agrees to: (i) promptly provide to Lessor a copy of the report or certification prepared by the CASp inspector upon request (the "Report"). Lessee shall be solely responsible for the cost of modifications or improvements required to comply with all applicable accessibility standards under state or federal Regulations, as well as any other repairs, upgrades, improvements, modifications or alterations required by the Report or that may be otherwise required to comply with applicable Regulations or accessibility requirements (the "Access Improvements") to the building necessary to correct any such violations of construction-related accessibility standards identified by such Inspection as required by Regulations, which Access Improvements may, at Lessor's option, be performed in whole or in part by Lessor at Lessee's expense, payable as Additional Rent within ten (10) days following Lessor's demand.

13. **Maintenance and Repairs.** Lessee shall be responsible for securing the Property to protect the Property from trespassers, which may include installing security fencing around the perimeter of the Property and taking other appropriate security measures as needed to secure the Property. Lessee shall also keep the Property free of all debris and waste and shall conduct any weed abatement or other maintenance necessary to keep the Property in a neat and well-maintained manner. Lessor shall not maintain any part of the Property or the improvements located thereupon.

14. **Taxes.** Pursuant to Revenue & Taxation Code Section 107.6, Lessor hereby advises Lessee that the leasehold interest in the Property conveyed to Lessee by this Lease is subject to property taxation, and that it is Lessee's obligation under this Lease to pay or cause to be paid all of such property taxes levied on Lessee's interests in the Property. Lessee acknowledges that it understands that property taxes may be levied on the Property despite the Lessor's ownership of fee title to the Property and any exemptions Lessor is entitled to and receives as a result of public entity ownership of the Property. Lessee shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against the Property, including but not limited to possessory interest taxes and taxes on any of Lessee's personal property installed or located in or on the Property, that become payable during the term of this Lease. On demand by Lessor, Lessee shall furnish Lessor with satisfactory evidence of these payments.

15. **Insurance**. As a condition precedent to this Lease, Lessee shall provide evidence of insurance in accordance with the insurance requirements shown in Exhibit "B" and incorporated herein by reference. Lessee shall maintain these insurance requirements throughout the lease term and name Lessor as additional insured on its insurance policies.

16. **Alterations, Additions and Improvements.**

A. Lessee shall not undertake any demolition, building, construction, reconstruction or development on the Property without submitting to Lessor a plan and receiving Lessor's approval thereof. Any such approved alterations, additions or improvements shall be made solely at the cost of Lessee and shall not be made until Lessee has obtained any and all necessary permits and approvals.

B. Lessee shall keep the Property free and clear of any and all liens or encumbrances. Lessor shall have the right to post and keep posted in a conspicuous place on the Property a notice of non-responsibility during the period of time during which any alterations, additions or improvements may be made by Lessee.

17. **Waiver.** No waiver by either party at any time of any of the terms, conditions or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of Lessor to reenter the Property or to exercise any right, power or privilege or option arising from any breach shall impair any such rights, power, privilege or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein.

18. **Default**. Should Lessee default at any time in the payment of any installment of rent, or of any other charges when the same become due, or should Lessee default in the performance of any covenant or agreement or condition hereunder, including the use of the Property, and fail to cure the default after thirty (30) days' written notice of such default by Lessor to Lessee, Lessor shall have the right to terminate this Lease forthwith. In the event of such termination, Lessee shall quit and surrender the Property to Lessor and Lessor shall have the right of immediate reentry. The right to terminate this Lease shall be in addition to the other rights or remedies of Lessor in the event of a default. Notwithstanding the foregoing, if a Lessee default is incapable of being cured within thirty (30) days after receipt of notice of such default, then Lessor shall refrain from exercising any rights or remedies on account of such default provided that Lessee commences to cure such default within such 30-day period and diligently pursues such cure to completion.

19. **Binding on Successors**. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

20. **Severability**. If any section, paragraph, sentence, clause, phrase, or portion of this Lease is invalid or shal1 be held to be invalid, such invalidity shall not affect the validity of the balance of the Lease.

21. **Notice**. Any notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either personally delivered to the other party or deposited in the United States mail, postage prepaid and addressed as follows:

To Lessee:

Sunflower Grace, L.P.
c/o Satellite Affordable Housing Associates
1835 Alcatraz Avenue
Berkeley, CA 94703
Attention: Chief Executive Officer

with a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attn: Erica Williams Orcharton

To Lessor:

City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Manager

22. **Destruction of Property**. In the event the Property is totally or partially destroyed, rendering the Property totally or partially inaccessible or unusable, either party may terminate this Lease by giving written notice of such termination to the other party.

23. **Taking by Eminent Domain**. If, during the term of this Lease there is any taking of all or any part of the Property or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to this paragraph. If the Property is totally taken by condemnation, this Lease shall terminate on the date of taking. If any portion of the Property is taken by condemnation, the lease terminates as to the part taken and remains in effect as to the remainder. The terms of this Lease shall remain in effect, including a pro rata percentage of the rent commensurate with the percentage of the remainder, as to the remainder unless Lessee shall give written notice of termination to Lessor within thirty (30) days of the date of taking. In the event of either a total or partial taking by condemnation, Lessor shall be entitled to all compensation paid as a result of the taking, whether by

negotiated settlement or judgment entered by a court, and Lessee shall have no claim to or interest in any of the proceeds of such eminent domain action.

24. **Memorandum of Lease**. A short form Memorandum of Lease referring to this Lease, substantially in the form attached hereto as Exhibit "C", shall be executed by Lessor and Lessee and recorded in the Official Records of the County of Alameda, California.

25. **Governing Law, Jurisdiction and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Alameda. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Alameda and waive all venue objections.

26. **Integrated Agreement; Amendment**. This document represents the entire and integrated agreement between Lessor and Lessee and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument signed by both Lessor and Lessee.

27. **Electronic Execution and Counterparts.** The Parties agree that this Lease may be signed electronically and may be executed in counterparts.

[SIGNATURES ON NEXT PAGE]

LESSOR:

CITY OF DUBLIN,
a California municipal corporation

By: _____
Colleen Tribby, City Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
John Bakker, City Attorney

LESSEE:

SUNFLOWER GRACE, L.P.,
a California limited partnership

By: Sunflower Grace MGP LLC,
a California limited liability company,
its Managing General Partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its member/manager

Signed by:
By: Susan Friedland
383354C32FC6425...
Susan Friedland,
Chief Executive Officer

By: Sunflower Grace AGP LLC,
a California limited liability company,
its Administrative General Partner

By: Sunflower Hill,
a California nonprofit public benefit corporation,
its member/manager

Signed by:
By: Susan M Houghton
AB2890D7F6E149D...
Susan M. Houghton
President – Board of Directors

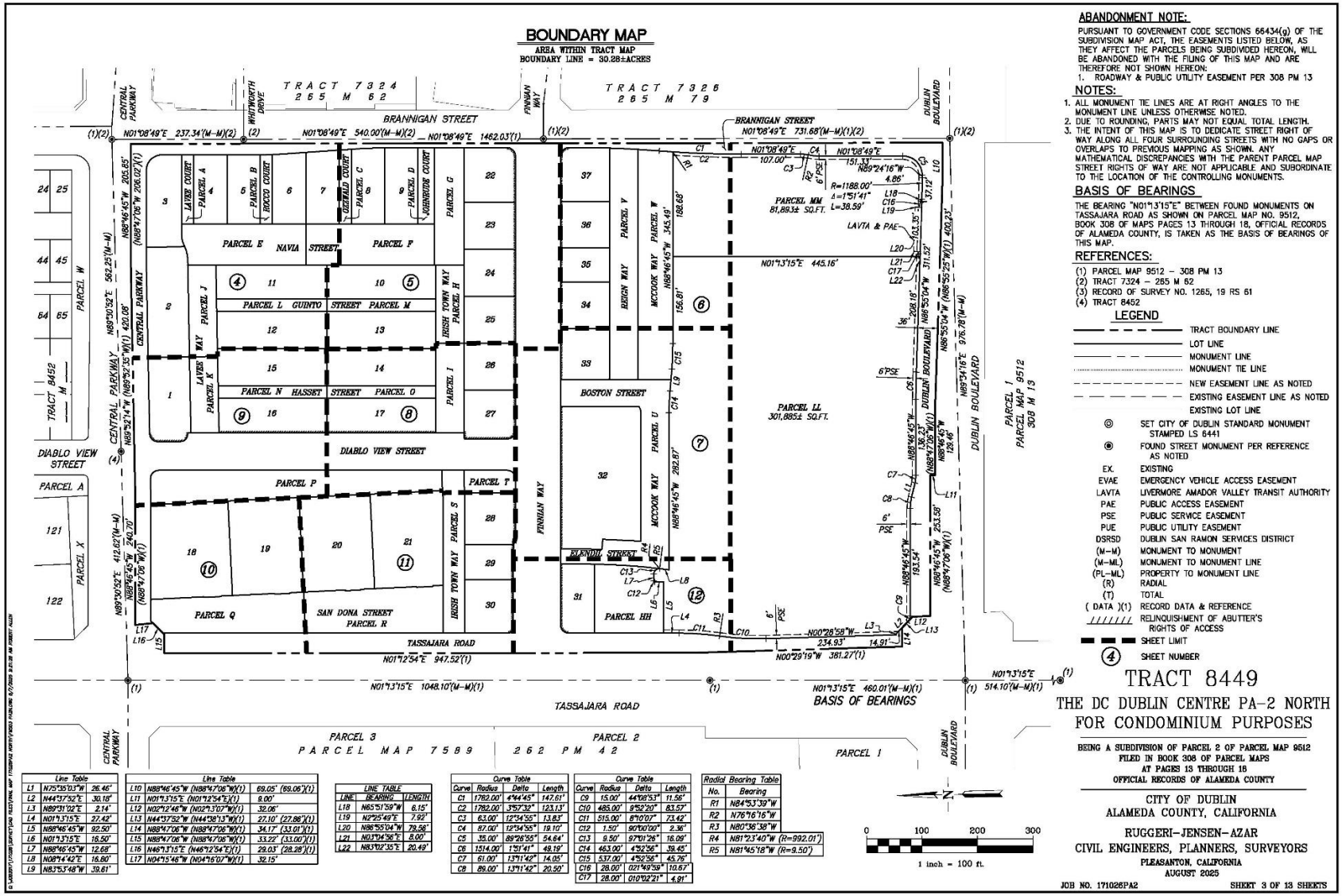
Exhibit A
Legal Description of the Property

Real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

Being all of Parcel MM as shown on the Map of Tract Map 8449 entitled "The DC Dublin Centre PA-2 North For Condominium Purposes, filed on December 4, 2025 in Book 375 of Maps, at Pages 55 through 67, under series no. 2025-153000 Official Records of Alameda County.

Containing 81,893 square feet of land area, more or less.

APN: 985-0051-006-00



ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE EASEMENTS LISTED BELOW, AS THEY AFFECT THE PARCELS BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON:

1. ROADWAY & PUBLIC UTILITY EASEMENT PER 308 PM 13

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. DUE TO ROUNDING, PARTS MAY NOT EQUAL TOTAL LENGTH.
3. THE INTENT OF THIS MAP IS TO DEDICATE STREET RIGHT OF WAY ALONG ALL FOUR SURROUNDING STREETS WITH NO GAPS OR OVERLAPS TO PREVIOUS MAPPING AS SHOWN. ANY MATHEMATICAL DISCREPANCIES WITH THE PARENT PARCEL MAP STREET RIGHTS OF WAY ARE NOT APPLICABLE AND SUBORDINATE TO THE LOCATION OF THE CONTROLLING MONUMENTS.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON PARCEL MAP NO. 9512, BOOK 308 OF MAPS PAGES 13 THROUGH 18, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS OF BEARINGS OF THIS MAP.

REFERENCES:

(1) PARCEL MAP 9512 – 308 PM 13
(2) TRACT 7324 – 265 M 62
(3) RECORD OF SURVEY NO. 1265, 19 RS 61
(4) TRACT 8452

LEGEND

	TRACT BOUNDARY LINE
	LOT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	NEW EASEMENT LINE AS NOTED
	EXISTING EASEMENT LINE AS NOTED
	EXISTING LOT LINE
◎	SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441
◉	FOUND STREET MONUMENT PER REFERENCE AS NOTED
EX.	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
LAVTA	LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
PAE	PUBLIC ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DSRSD	DUBLIN SAN RAMON SERVICES DISTRICT
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-ML)	PROPERTY TO MONUMENT LINE
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE
//////	RELINQUISHMENT OF ABUTTER'S RIGHTS OF ACCESS
	SHEET LIMIT
④	SHEET NUMBER

Line Table		
L1	N75°35'03"W	26.46'
L2	N44°37'52"E	30.18'
L3	N89°31'02"E	2.14'
L4	N01°13'15"E	27.42'
L5	N88°46'45"W	92.50'
L6	N01°13'15"E	16.50'
L7	N88°46'45"W	12.68'
L8	N08°14'42"E	16.80'
L9	N83°53'48"W	39.61'

Line Table		
L10	N88°46'45"W (N88°47'06"W)(1)	69.05' (69.06')(1)
L11	N01°13'15"E (N01°12'54"E)(1)	9.00'
L12	N02°12'48"W (N02°13'07"W)(1)	32.06'
L13	N44°37'52"W (N44°38'13"W)(1)	27.10' (27.08')(1)
L14	N88°47'06"W (N88°47'06"W)(1)	34.17' (33.01')(1)
L15	N88°47'06"W (N88°47'06"W)(1)	33.22' (33.00')(1)
L16	N46°13'15"E (N46°12'54"E)(1)	28.03' (28.28')(1)
L17	N04°15'46"W (N04°16'07"W)(1)	32.15'

LINE TABLE		
LINE	BEARING	LENGTH
L18	N65°51'59"W	6.15'
L19	N72°25'49"E	7.93'
L20	N88°55'04"W	79.58'
L21	N03°04'56"E	8.00'
L22	N83°02'35"E	20.49'

Curve Table			
Curve	Radius	Delta	Length
C1	1782.00'	4°44'45"	147.61'
C2	1782.00'	3°57'32"	123.13'
C3	63.00'	12°34'55"	13.83'
C4	87.00'	12°34'55"	19.10'
C5	35.00'	89°26'55"	54.64'
C6	1514.00'	1°51'41"	49.19'
C7	61.00'	13°11'42"	14.05'
C8	89.00'	13°11'42"	20.50'

Curve Table			
Curve	Radius	Delta	Length
C9	15.00'	44°08'53"	11.56'
C10	485.00'	8°52'20"	83.57'
C11	515.00'	8°07'07"	73.42'
C12	1.50'	90°00'00"	2.36'
C13	9.50'	97°01'26"	16.09'
C14	463.00'	4°52'56"	39.45'
C15	537.00'	4°52'56"	45.76'
C16	28.00'	021°49'59"	10.67'
C17	28.00'	010°02'21"	4.91'

Radial Bearing Table	
No.	Bearing
R1	N84°53'39"W
R2	N76°16'16"W
R3	N80°36'38"W
R4	N81°23'40"W (R=992.01')
R5	N81°45'18"W (R=9.50')

TRACT 8449

THE DC DUBLIN CENTRE PA-2 NORTH FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 9512
FILED IN BOOK 308 OF PARCEL MAPS
AT PAGES 13 THROUGH 18
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2025

JOB NO. 171026PA2 SHEET 3 OF 13 SHEETS

Exhibit A-1

Exhibit B

INSURANCE REQUIREMENTS FOR LESSEE

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Lessee, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance Lessee shall maintain limits no less than:

1. **Commercial General Liability**: $2,000,000 per occurrence and $3,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.

2. **Workers' Compensation:** Statutory Limits **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared and approved by the City of Dublin. The lessee shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Dublin, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Lessee; products and completed operations of the Lessee; Property owned, occupied or used by the Lessee; or automobiles owned, leased, hired or borrowed by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Dublin, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Lessee's insurance shall be primary. Any insurance or self-insurance maintained by the City of Dublin, its officers, officials, employees, agents and volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Dublin, its officers, officials, employees, agents or volunteers.

4. The Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Dublin.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Dublin.

Verification of Coverage

Lessee shall furnish the City of Dublin with an original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Dublin prior to commencement of lease.

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Clerk

Exempt From Recording Fee Pursuant to Government Code Sections 6103 and 27383

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is hereby entered into as of _____, 2026 by and between the City of Dublin, a municipal corporation of the State of California, hereafter called "Lessor," and Sunflower Grace, L.P., a California limited partnership, hereafter called "Lessee".

RECITALS

A. Lessor and Lessee have entered into a "Lease of City Real Property" dated concurrently herewith for those certain parcels of real property which are legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). A copy of the Lease of City Real Property is available for public inspection at Lessor's office at 100 Civic Plaza, Dublin, California.

B. The Lease of City Real Property provides that a short form memorandum of the Lease of City Real Property shall be executed and recorded in the Official Records of Alameda County, California.

NOW, THEREFORE, the parties hereto certify as follows:

Lessor, pursuant to the Lease of City Real Property, hereby leases the Property to the Lessee upon the terms and conditions provided for therein. This Memorandum of Lease is not a complete summary of the Lease of City Real Property, and shall not be used to interpret the provisions of the Lease of City Real Property.

LESSOR:

CITY OF DUBLIN,
a California municipal corporation

By: _____
Colleen Tribby, City Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
John Bakker, City Attorney

LESSEE:

SUNFLOWER GRACE, L.P.,
a California limited partnership

By: Sunflower Grace MGP LLC,
a California limited liability company,
its Managing General Partner

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its member/manager

By: _____
Susan Friedland,
Chief Executive Officer

By: Sunflower Grace AGP LLC,
a California limited liability company,
its Administrative General Partner

By: Sunflower Hill,
a California nonprofit public benefit corporation,
its member/manager

By: _____
Susan M. Houghton
President – Board of Directors

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

Real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

Being all of Parcel MM as shown on the Map of Tract Map 8449 entitled "The DC Dublin Centre PA-2 North For Condominium Purposes, filed on December 4, 2025 in Book 375 of Maps, at Pages 55 through 67, under series no. 2025-153000 Official Records of Alameda County.

Containing 81,893 square feet of land area, more or less.

APN: 985-0051-006-00

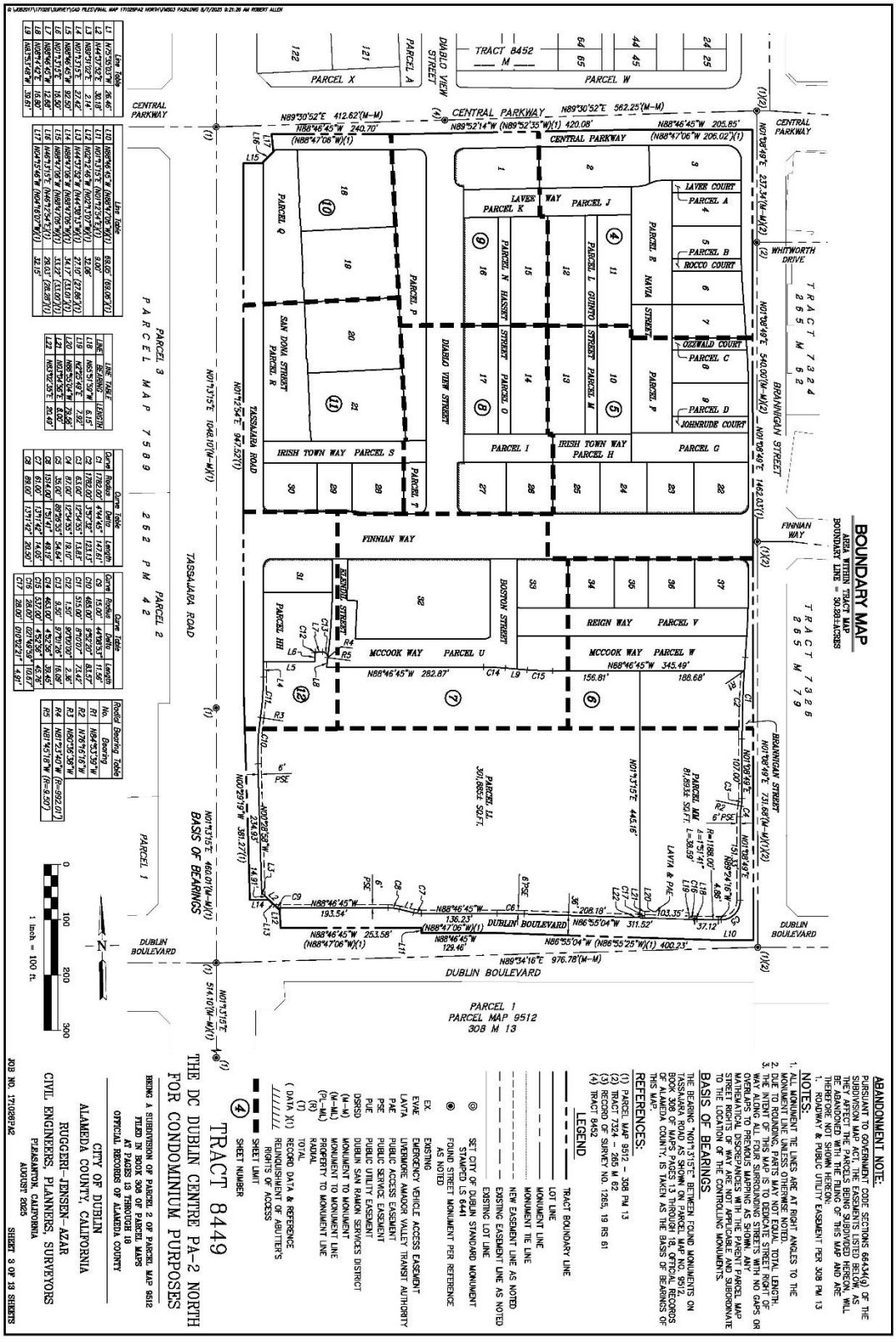


Exhibit A-1

Exhibit A to Memorandum of Lease

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,
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(seal)

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,
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(seal)

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services
Prepared by: Amy Million, Community Development Director

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the agreement with Civica Law Group, APC for special counsel legal services related to code enforcement activities.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Fourth Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services.

FINANCIAL IMPACT:

The costs associated with enforcing the Dublin Municipal Code are borne by the General Fund, although the City may recover certain enforcement costs from responsible parties. The proposed contract amendment would establish a contract amount of $310,000 for the period of July 1, 2026 to June 30, 2028. Sufficient funds were included in the Fiscal Year 2026-27 Budget to accommodate the proposed increase.

DESCRIPTION:

Background
The City utilizes consultants, including legal counsel, on an as-needed basis to assist Staff with specific areas of technical expertise. The City has an existing agreement with Civica Law Group, APC to provide special legal counsel, representation, and assistance with code enforcement matters. While the agreement is currently in effect, the compensation under the agreement has a not-to-exceed limit of $800,000 through June 30, 2026. Because of litigation related to ongoing code enforcement activity, Staff is proposing to allocate an additional amount of $310,000 through June 30, 2028.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Fourth Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services
2) Exhibit A to the Resolution – Fourth Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services
3) Original Agreement with Civica Law Group, APC for Special Counsel Legal Services, and First, Second, and Third Amendments

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH CIVICA LAW GROUP, APC FOR SPECIAL COUNSEL LEGAL SERVICES

WHEREAS, the City of Dublin has an existing agreement with Civica Law Group, APC for special counsel legal services, representation, and assistance related to code enforcement matters; and

WHEREAS, the City has a continued need for special counsel legal services that exceeds the current contract limit due to active code enforcement activity; and

WHEREAS, the current contract has a not-to-exceed amount of $800,000 for the period of July 1, 2024 to June 30, 2026; and

WHEREAS, the Fourth Amendment to the agreement establishes a not-to-exceed amount of $310,000 for the period of July 1, 2026 to June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby approve the Fourth Amendment to the agreement with Civica Law Group, APC, attached hereto as Exhibit A (the "Fourth Amendment").

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Fourth Amendment and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of October, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FOURTH AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This Fourth Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is entered into as of October 6, 2026. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm amended the Agreement on August 15, 2023, to increase the contract limit.

2.3 The City and Law Firm amended the Agreement on May 21, 2024, to increase the contract limit.

2.4 The City and Law Firm amended the Agreement on July 1, 2025, to increase the contract limit.

2.5 The City and Law Firm now desire to amend the Agreement to increase the contract limit.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $325 per hour for attorney representation and $199 per hour for paralegals and law clerks, which fees shall increase by up to five percent on January 1 of each year, rounded up to the nearest dollar, to offset rising costs. The attorney's fees to Law Firm beginning July 1, 2026, through June 30, 2028, shall not exceed $310,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement and and all previous amendments shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Fourth Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

[*Signatures on following page*.]

CITY OF DUBLIN,

a Municipal Corporation

By: _____

Colleen Tribby
City Manager

Approved as to form:

REDWOOD PUBLIC LAW, LLP

a Professional Corporation

By: _____

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: Signed by: Matt Silver 3C58077B6796474...

Matthew Silver, Esq.
Managing Partner

**AGREEMENT BETWEEN CIVICA LAW GROUP, APC
AND THE CITY OF DUBLIN
FOR SPECIAL COUNSEL LEGAL SERVICES**

1. PARTIES AND DATE.

This agreement ("Agreement") is entered into and made effective on March 1, 2023 by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm"). Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City wishes to engage the services of Law Firm to provide special counsel legal services as described in this Agreement. Law Firm wishes to provide all such services and has the necessary expertise and competency to provide such services.

3. TERMS.

3.1 Scope of Services. Law Firm shall provide legal advice, representation and assistance to the City on code enforcement matters as assigned to Law Firm. Law Firm shall report on a regular basis to the City and City Attorney regarding matters assigned to Law Firm, and shall handle matters subject to the input, oversight and direction of City staff and City Attorney.

3.2 Responsibilities of Attorneys and Client. Law Firm shall fully cooperate with the City and will keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance with which Law Firm is involved. Law Firm will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for the attorneys at Law Firm to perform their obligations under this Agreement.

3.3 Compensation. For all legal services provided in this Agreement, the City will pay Law Firm at the blended rate of $285 per hour for attorney representation and $175 per hour for paralegals and law clerks. Attorney's fees shall not exceed $44,999 without written approval of the City. Fees shall increase by three percent annually on January 1, to offset rising costs.

3.4 Cost Reimbursement. The City shall reimburse Law Firm for all out-of-pocket expenses incurred by Law Firm in providing legal services under this Agreement, including charges for printing and copying expenses at $.16 for black and white copies and $.60 for color copies, postage, research, litigation costs, courier and messenger services, travel and automobile mileage at the current IRS rate for travel on behalf of the City. No separate charge shall be made by Law Firm for secretarial or word processing services.

3.5 Statements and Billing. Law Firm shall submit monthly invoices to the City indicating attorney fees and costs incurred for the legal services provided under this Agreement.

The monthly invoice shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any reimbursable expenses incurred. Upon the request of and as directed by the City, Law Firm shall generate separate invoices pertaining to specific accounts, matters and/or departments. The City shall process and cause such invoices to be paid promptly, typically within thirty (30) days of receipt. If no attorneys' fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month.

3.6 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of the attorneys at Law Firm were a substantial inducement for the City to enter into this Agreement. Therefore, Law Firm shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City.

3.7 Conflicts of Interest. Law Firm shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which Law Firm is providing legal services under this Agreement. Law Firm shall not reveal confidential information of the City except with the consent of the Board of Supervisors or as otherwise required by law. Law Firm shall notify the City of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved City shall retain legal counsel and Law Firm shall assist and cooperate with legal counsel retained by the City on the matter for which the conflict arose.

A. Law Firm represents that neither Law Firm for any of its attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public.

B. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to the City, and the interested individual shall not participate in or influence the performance of the services to be provided to the City pursuant to this Agreement.

C. In addition to the prescriptions regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that unless waived in writing by the City, neither Law Firm nor any attorney employed by Law Firm shall represent clients before any board, commission, committee or department of City or represent a client adverse to City for a period of one (1) year from the date of completion of the services to be provided to City pursuant to this Agreement or the early termination of the Agreement as provided for in Section 3.10.

3.8 Return of Files. At the conclusion of this Agreement, any original files transmitted to Law Firm by the City for the work performed under this Agreement for the City shall be made available to City. Law Firm will be entitled to make copies of the client files. At the conclusion

of this Agreement, (whether or not City takes possession of the client files), Law Firm shall have no further responsibility with regard to such documents.

3.9 Independent Contractor. No employment relationship is created by this Agreement. Law Firm shall perform all legal services required under this Agreement as an independent contractor of the City, except that at all times providing services under this Agreement, Law Firm's employees and agents shall be acting as public officials. Notwithstanding the foregoing, for purposes of any legal claims against Law Firm arising from its provision of services to the City, Law Firm shall be entitled to all defenses provided by law to City officials, attorneys and prosecutors, and to City's statutory duties to the office of city prosecutor/attorney pursuant to Government Code section 825 for providing a defense, hold harmless, and full indemnity to Law Firm for actions within the scope of its engagement hereunder.

3.10 Term; Termination of Agreement. The term of this Agreement shall commence on the Effective Date set forth in this Agreement and shall continue in full force and effect until terminated as provided herein. City or Law Firm may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice to the other party. In the event of such termination, Law Firm shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship and the City shall pay Law Firm professional fees and costs, in accordance with this Agreement, for all services provided and costs incurred through the date of termination of this Agreement. The City agrees to execute, upon request, a stipulation in such form as to permit Law Firm to withdraw as attorneys of record in any legal action then pending. Law Firm shall cooperate to transition representation to a new attorney or firm in an expedient manner and make available to the City, or to counsel designated by the City, all documents and records of the legal services provided to the City and shall assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel. If City does not take possession of the client files within sixty (60) days of termination of this Agreement, City agrees that Law Firm may dispose of the client files without further notice.

3.11 Arbitration. In the event of any dispute between the parties, such dispute shall be submitted to binding arbitration to the maximum extent permitted by law. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected through the rules of the American Arbitration Association. The arbitrator shall have the authority to set procedures and discover in the arbitration. In any such matter, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees. This section shall survive the expiration of this Agreement.

3.12 Insurance Coverage. Law Firm shall carry errors and omissions insurance of not less than One Million Dollars ($1,000,000) per year in the aggregate, and any additional insurance required by the State of California. Law Firm shall furnish to the City proof of insurance required by this Agreement upon request, and shall notify the City of any changes to the insurance.

3.13 Amendment; Modification. This agreement may be modified through a written instrument signed by both parties or by an oral agreement to the extent it is carried out.

3.14 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.15 Time of Performance; Efficiency of Services; Cooperation. The services of Law Firm shall be performed expeditiously in light of the purposes of this Agreement. Law Firm shall follow all procedures as established by the City consistent with its duties. Law Firm shall work cooperatively with appropriate City staff and keep them informed on all matters of importance as they arise.

3.16 Non-Discrimination. In the performance of this Agreement, Law Firm shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, marital status, age, sexual orientation, or medical condition.

3.17 Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement: (1) shall be deemed effective unless it is in writing and signed by City; (2) shall be deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

3.18 Governing Law and Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to conflict of law principles. The section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3.19 Severability. If any portion or all of this Agreement is held to be unenforceable for any reason, the remainder of that provision and the remainder of the Agreement shall remain in full force and effect.

3.20 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Law Firm: Civica Law Group, APC
4000 Barranca Parkway
Suite 250, PMB #782
Irvine, CA 92604
(949) 592-0165
Attn: Chief Operating Officer

To City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Linda Smith E33836CFFC044E0... Dated: February 28, 2023

Linda Smith
City Manager

Approved as to form:

MEYERS NAVE

a Professional Corporation

By: DocuSigned by: 4D33BDE7E6D8453... Dated: February 28, 2023

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: Matthew Silver 3C58077B679B474... Dated: February 28, 2023

Matthew Silver, Esq.
Managing Partner

DocuSign Envelope ID: E5013EF4-E102-406E-A1E1-227719CF55E6

FIRST AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This First Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is effective as of August 15, , 2023. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm now desire to amend the Agreement.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $285 per hour for attorney representation and $175 per hour for paralegals and law clerks, which fees shall increase by three percent annually on January 1 to offset rising costs. Compensation shall not exceed $140,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement on March 1, 2023 shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Linda Smith E33836CFFC044E0... Dated: August 22, 2023

Linda Smith
City Manager

[*Signatures continue on following page.*]

DocuSign Envelope ID: E5013EF4-E102-406E-A1E1-227719CF55E6

Approved as to form:

MEYERS NAVE

a Professional Corporation

By: DocuSigned by: Camilla Getz, for 21204750D69C449... Dated: August 22, 2023

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: 3C58077B6796474... Dated: August 3, 2023

Matthew Silver, Esq.
Managing Partner

DocuSign Envelope ID: DB763568-660A-46D1-A505-043AD730BF18

SECOND AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This Second Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is entered into as of May 21, 2024. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm amended the Agreement on August 15, 2023 increase the contract limit.

2.3 The City and Law Firm now desire to amend the Agreement to provide for a contract limit for a two year contract period.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $294 per hour for attorney representation and $180 per hour for paralegals and law clerks, which fees shall increase by up to five percent on January 1 of each year, rounded up to the nearest dollar, to offset rising costs. The attorney's fees to Law Firm for fiscal year 2023-2024 shall be increased by $20,000 to a total of $205,000, and beginning July 1, 2024 through June 30, 2026, shall not exceed $400,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement and First Amendment shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

[*Signatures on following page*.]

DocuSign Envelope ID: DB763568-660A-46D1-A505-043AD730BF18

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Colleen Tribby 7A1EA4BC96AA46B...

Linda Smith
City Manager

Approved as to form:

REDWOOD PUBLIC LAW, LLP

a Professional Corporation

By: DocuSigned by: Camilla Getz 655086CE219A45A...

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: Matthew Silver 3C58077B6796474...

Matthew Silver, Esq.
Managing Partner

THIRD AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This Third Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is entered into as of July 1, 2025. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm amended the Agreement on August 15, 2023, to increase the contract limit.

2.3 The City and Law Firm amended the Agreement on May 21, 2024, to increase the contract limit.

2.4 The City and Law Firm now desire to amend the Agreement to increase the contract limit.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $309 per hour for attorney representation and $189 per hour for paralegals and law clerks, which fees shall increase by up to five percent on January 1 of each year, rounded up to the nearest dollar, to offset rising costs. The attorney's fees to Law Firm beginning July 1, 2024, through June 30, 2026, shall not exceed $800,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement and First Amendment shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

[*Signatures on following page.*]

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Colleen Tribby 7A1EA4BC96AA46B...

Colleen Tribby
City Manager

Approved as to form:

REDWOOD PUBLIC LAW, LLP

a Professional Corporation

By: Signed by: Raquel Grande 8CEB9121B0CA498...

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: Matthew Silver 3C58077B6796474...

Matthew Silver, Esq.
Managing Partner

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amend the Dublin Municipal Code Pertaining to the City's Conflict of Interest Code
Prepared by: Sarah Monnastes, Human Resources Director and Marsha Moore, City Clerk

EXECUTIVE SUMMARY:

At the June 16, 2026 City Council meeting, the City Council directed Staff to review the City's Conflict of Interest Code and determine if it needs to be updated. Staff conducted a review of the Code and determined that several positions should be added and several position titles should be revised. The City Council will consider adopting an ordinance to update the list of designated positions that must file a Statement of Economic Interests (Form 700). The ordinance was introduced on September 15, 2026 with an amendment to remove the Human Services Commission and is now ready for adoption.

STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Political Reform Act prohibits a public official from using their official position to influence a governmental decision in which they have a financial interest. The City must maintain a Conflict of Interest Code that identifies all officials and employees who make governmental decisions based on the positions they hold. The individuals identified in the Conflict of Interest Code must publicly disclose their designated financial interests by filing a Statement of Economic Interests (Form 700).

The City's Conflict of Interest Code, Chapter 2.24 of the Dublin Municipal Code, identifies all positions within the City that participate in the making of governmental decisions. These designated positions are required to disclose certain financial interests under state law. A local agency's conflict of interest code is not applicable to mayors, city councilmembers, planning commissioners, city managers, or city attorneys, as Government Code Section 87200 requires full Form 700 disclosure for individuals holding these positions.

On June 16, 2026, the City Council directed Staff to review the City's Conflict of Interest Code and determine if it needs to be updated. Additionally, the Political Reform Act requires the City to biennially review and determine whether amendments to the Code are required (Gov. Code § 87306.5). The last biennial revision to the City's Code was approved on October 1, 2024.

The City Council is the code reviewing body for City agencies. Pursuant to Government Code Section 87306.5, City departments must determine whether amendments to the Code are necessary and notify the City Council if such amendments are required (Gov. Code §§ 82011(c), 87306.5).

Staff completed a thorough review of the Conflict of Interest Code, the job specifications for all City employment positions, as well as the Fair Political Practices Commission (FPPC) regulations governing the update process. Based on this review, Staff recommends the following changes to Chapter 2.24.020 of the Conflict of Interest Code entitled "Designated Positions":

1. Add two City positions determined by Staff to "make or participate in the making of governmental decisions." These positions (and accompanying disclosure categories) are:

    - Environmental Technician (disclosure category 1).
    - Senior Digital Engagement Specialist (disclosure category 1).

2. Revise the title of seven City positions already designated in the Code. Those positions, and accompanying disclosure categories and revisions, are:

    - Communications Manager (disclosure category 1). Revised to Community Engagement Manager (disclosure category 1).
    - Environmental Coordinator (disclosure category 1). Revised to Environmental Specialist (disclosure category 1).
    - Finance Analyst (disclosure category 1). Revised to Financial Analyst (disclosure category 1).
    - Information Services Manager (disclosure category 3). Revised to Information Systems Manager (disclosure category 3).
    - Public Works Director/Assistant City Engineer (disclosure category 1). Revised to Public Works Director (disclosure category 1).
    - Public Works Manager (disclosure category 1). Revised to Public Works Maintenance Manager (disclosure category 1).
    - Public Works Transportation and Operations Manager (disclosure category 1).

Revised to Transportation and Operations Manager (disclosure category 1).

On September 15, 2026, the City Council introduced an ordinance amending the Conflict of Interest Code. As part of that deliberation, the City Council also directed Staff to modify the Ordinance to remove the Human Services Commission, consistent with City Council actions that same night to consolidate the Human Services Commission with the Parks and Community Services Commission. The City Council will now consider adopting the Ordinance amending the Conflict of Interest Code consistent with the changes described above.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code

ORDINANCE NO. XX – 26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 2.24.020 OF THE DUBLIN MUNICIPAL CODE RELATING TO THE CITY'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act codified at Government Code Section 81000 *et seq*., requires every local government agency to review its Conflict of Interest Code biennially to determine whether amendments to the Code are required; and

WHEREAS, following review of the Conflict of Interest Code, it was determined that the amendments contained in this Ordinance were appropriate.

NOW, THEREFORE, The City Council of the City of Dublin does ordain as follows:

Section 1. Chapter 2.24.020 is amended to read as follows:

For local officials specified in Government Code Section 87200 (including the Mayor, City Councilmembers, Planning Commissioners, City Manager, and City Attorney), no disclosure is required by this Conflict of Interest Code as full disclosure is required by Government Code Section 87200 et seq.

The positions listed in this section are designated positions, and this section is hereby deemed the Appendix referenced in the provisions incorporated by Section 2.24.015. Officers and employees holding those positions are designated public officials, and are deemed to make, or participate in the making of, decisions which may foreseeably have a material financial effect on a financial interest of the designated public official. Each designated public official shall file an annual statement disclosing that public official's interests as required by the disclosure category applicable to that public official.

Designated Position	Disclosure Category
Accounting Manager	3
Assistant City Attorney	1
Assistant City Manager	1
Assistant to the City Manager	1
Assistant Director of Community Development	1
Assistant Director of Parks and Community Services	1
Assistant Public Works Director/City Engineer	1
Associate Civil Engineer	1

Designated Position	Disclosure Category
Capital Improvement Program (CIP) Manager	1
Chief Building Official	1
Chief Information Security Officer	1
City Clerk	3
Code Enforcement Officer	1
Community Engagement Manager	1
Community Development Director	1
“Consultant”* as defined in FPPC Reg. sect. 18700.3	1
Deputy City Clerk	3
Deputy City Manager	3
Economic Development Director	1
Economic Development Manager	1
Environmental Specialist	1
Environmental Technician	1
Environmental Sustainability Manager	1
Finance Director	3
Financial Analyst	1
Housing Specialist	1
Human Resources Director	3
Human Resources Manager	3
Information Systems Manager	3
Management Analyst II	3
Parks and Community Services Director	1
Parks and Community Services Manager	3
Plan Check Engineer	1
Planning Manager	1

Designated Position	Disclosure Category
Principal Engineer	1
Principal Planner	1
Public Works Director	1
Public Works Maintenance Manager	1
Transportation and Operations Manager	1
Recreation Supervisor	2, 3
Senior Civil Engineer	1
Senior Code Enforcement Officer	1
Senior Digital Engagement Specialist	1
Senior Management Analyst	3
Senior Planner	1
Special Projects Manager	1
Senior Public Works Inspector	1
Designated Boards and Commissions	**Disclosure Category**
Heritage and Cultural Arts Commission	1
Parks and Community Services Commission	1

* Consultants/new positions shall be included in the list of designated employees and shall disclose pursuant to the terms of the Disclosure Category 1, subject to the following limitation:

The City Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this chapter. Such a written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.)

Section 2. Effective Date. This Ordinance shall take effect and be enforced thirty (30) days following its final adoption.

Section 3. Posting. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Dublin this 6th day of October 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Revisions to the Personnel System
Prepared by: Sarah Monnastes, Human Resources Director/Risk Manager

EXECUTIVE SUMMARY:

The City Council will consider an additional 1.5% cost-of-living adjustment (COLA) for regular personnel, retroactive to July 1, 2026, following direction provided by the City Council in Closed Session on September 15, 2026. This brings the total COLA received by employees to 3.2% for Fiscal Year 2026-27. The Council will also consider updating the City Manager's salary to reflect the 1.7% cost-of-living adjustment provided under her employment agreement for Fiscal Year 2026-27, now that her Fiscal Year 2025-26 performance-based salary adjustment has been finalized.

STAFF RECOMMENDATION:

Adopt the following: 1) **Resolution** Amending the Salary Plan for Full-Time Personnel and 2) **Resolution** Amending the Salary Plan for Management Positions Exempt from Competitive Service.

FINANCIAL IMPACT:

An additional 1.5% cost-of-living adjustment for all regular employees is estimated to cost $276,172, and the City Manager's 1.7% cost-of-living adjustment is estimated to cost $7,092. Sufficient funds are available within the Fiscal Year 2026-27 Budget to cover these costs.

DESCRIPTION:

During Item 9 of the August 18, 2026 meeting, the City Council requested that Staff bring back an informational report on the most recent annual cost-of-living adjustment (COLA) received by all City employees, noting that it was low relative to the Consumer Price Index change from late 2025 through spring 2026. On September 1, 2026, Staff presented a report providing contextual information about Dublin's Employee Process that governs COLAs, described the

City's methodology that resulted in a COLA of 1.7%, and for reference, discussed the annual escalators provided in the City's agreements with external parties, and how other Bay Area agencies handle compensation increases (Attachment 3). Following further discussion in Closed Session on September 15, 2026, the City Council directed Staff to bring forward an additional 1.5% COLA for final approval at the next meeting, bringing the total COLA received by employees to 3.2% for Fiscal Year 2026-27. The adjustment will be retroactive to July 1, 2026.

The additional COLA applies to all regular personnel but does not extend to the City Manager's classification. Under her employment agreement, the City Manager's annual COLA is tied directly to the February CPI reading, the same figure used to calculate the COLA for regular personnel, rather than to the COLA amount actually provided to regular staff. Implementation of her Fiscal Year 2026-27 COLA was deferred pending completion of her Fiscal Year 2025-26 performance evaluation and the associated performance-based salary adjustment. That process has since been completed, and the 1.7% COLA has been applied to the City Manager's classification, retroactive to July 1, 2026.

Attachments 1 and 2 amend the Salary Plan for Full-Time Personnel and the Salary Plan for Management Positions Exempt from Competitive Service, respectively, to reflect these changes.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Amending the Salary Plan for Full-Time Personnel
2) Resolution Amending the Salary Plan for Management Positions Exempt from Competitive Service
3) Staff Report Dated September 1, 2026

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE SALARY PLAN FOR FULL-TIME PERSONNEL

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 96-23 which established increases to salary ranges effective July 1, 2026; and

WHEREAS, on June 16, 2026, the City Council adopted Resolution No. 60-26, establishing a Salary Plan for Full-Time Personnel effective July 1, 2026, which reflected a 1.7% cost-of-living adjustment (COLA) for Fiscal Year 2026-27; and

WHEREAS, during Item 9 of the August 18, 2026 meeting, the City Council requested that Staff bring back an informational report on the most recent annual cost-of-living adjustment (COLA) received by City employees, in light of it being low relative to the Consumer Price Index change from late 2025 through spring 2026; and

WHEREAS, on September 1, 2026, the City Council received a report that provided contextual information about Dublin's Employee Process that governs COLAs, described the City's COLA methodology, and, for reference, discussed the annual escalators provided in the City's agreements with external parties, and how other Bay Area agencies handle compensation increases; and

WHEREAS, the February 2026 CPI-W reading used to calculate the Fiscal Year 2026-27 COLA was notably lower than the reading for the surrounding months, suggesting it was an outlier rather than a reflection of a sustained change in the cost of living; and

WHEREAS, during Closed Session on September 15, 2026, the City Council directed Staff to prepare an additional 1.5% COLA for all City employees, retroactive to July 1, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby amends the Salary Plan for Full-Time Personnel to establish the following salary provisions.

BE IT FURTHER RESOLVED that the salary ranges set forth herein reflect a 1.5% increase to the ranges established in Resolution No. 60-26, retroactive to July 1, 2026; and that the base salary of each employee in a classification covered by this Resolution shall be increased by 1.5%, retroactive to July 1, 2026, provided that the employee was employed by the City on July 1, 2026, and remains employed by the City on the date of the adoption of this Resolution.

BE IT FURTHER RESOLVED that any previously enacted salary provisions contained in Resolution No. 60-26 and any subsequent amendments shall be superseded by this Resolution.

ARTICLE I: SALARY PROVISIONS

SECTION A: REGULAR EMPLOYEES EXEMPT FROM FAIR LABOR STANDARDS ACT (FLSA) OVERTIME PROVISIONS

Employees covered under this Section shall be paid a monthly salary within the following ranges with the exception of any Performance Pay Adjustment granted in accordance with the Personnel System Rules. In the event that it is deemed by the City Manager to be in the best interest of the City, temporary appointments of no more than six months, where the work assignments are such that they can be completed with less than a 40-hour week, may be approved based upon hourly rates. The total salary paid for such work shall not be less than the "salary test" required for exception under the FLSA.

Classification	Monthly Minimum	Monthly Maximum
Accountant	$9,495.33	$11,871.08
Assistant Civil Engineer	$9,660.60	$12,075.48
Associate Civil Engineer	$11,236.10	$14,045.63
Associate Planner	$10,205.11	$12,758.44
Budget Analyst	$11,689.73	$14,612.46
Deputy City Clerk	$8,904.35	$11,129.86
Digital Engagement Specialist	$10,163.90	$12,707.28
Environmental Specialist	$10,163.90	$12,707.28
Executive Aide	$8,803.99	$11,004.39
Financial Analyst	$11,689.73	$14,612.46
GIS Coordinator	$10,347.55	$12,936.93
Housing Specialist	$11,689.73	$14,612.46
Maintenance Coordinator	$10,163.90	$12,707.28
Management Analyst II	$10,163.90	$12,707.28
Management Fellow	$6,545.22	$8,181.51
Network Systems Coordinator	$9,769.22	$12,213.87
Parks Planner	$11,629.58	$14,538.12
Plans Examiner II	$9,769.22	$12,213.87
Recreation Supervisor	$9,683.55	$12,102.46
Senior Accountant	$10,454.32	$13,068.19
Senior Civil Engineer	$12,588.70	$15,735.31
Senior Digital Engagement Specialist	$11,689.73	$14,612.46
Senior Management Analyst	$11,689.73	$14,612.46
Senior Planner	$11,629.58	$14,538.12

SECTION B: REGULAR EMPLOYEES COVERED BY OVERTIME PROVISIONS OF THE FLSA

Employees covered under this Section shall be paid hourly wages within the following ranges with the exception of any Performance Pay Adjustments granted in accordance with the Personnel System Rules. The monthly salaries are shown for informational purposes only.

Classification	Hourly Minimum	Hourly Maximum	Monthly Minimum	Monthly Maximum
Administrative Aide	$48.3610	$60.4631	$8,382.57	$10,480.28
Administrative Technician	$43.9711	$54.9579	$7,621.66	$9,526.03
Assistant Planner	$52.1421	$65.1617	$9,037.97	$11,294.70
Audio-Visual Specialist	$51.1137	$63.8801	$8,859.72	$11,072.56
Code Enforcement Officer	$47.7004	$59.6255	$8,268.07	$10,335.09
Digital Communications Technician	$42.7318	$53.4091	$7,406.84	$9,257.58
Environmental Technician	$49.8270	$62.3120	$8,636.68	$10,800.75
Finance Technician I	$35.1404	$43.9255	$6,091.00	$7,613.75
Finance Technician II	$39.0593	$48.8071	$6,770.27	$8,459.90
Information Systems Specialist	$51.1137	$63.8801	$8,859.72	$11,072.56
Information Systems Technician I	$42.1834	$52.7352	$7,311.79	$9,140.78
Information Systems Technician II	$46.8740	$58.5965	$8,124.83	$10,156.73
Management Analyst I	$52.7936	$65.9799	$9,150.90	$11,436.51
Office Assistant I	$31.2755	$39.0984	$5,421.09	$6,777.05
Office Assistant II	$34.7560	$43.4412	$6,024.37	$7,529.82
Permit Technician	$42.7318	$53.4091	$7,406.84	$9,257.58
Plans Examiner I	$51.1137	$63.8801	$8,859.72	$11,072.56
Public Works Inspector	$51.9504	$64.9323	$9,004.73	$11,254.92
Public Works Technician I	$42.5429	$53.1688	$7,374.10	$9,215.92
Public Works Technician II	$47.2699	$59.0765	$8,193.45	$10,239.93
Recreation Coordinator	$45.4391	$56.8247	$7,876.12	$9,849.62
Recreation Technician	$40.9129	$51.1356	$7,091.57	$8,863.51
Senior Code Enforcement Officer	$52.4810	$65.5852	$9,096.71	$11,368.11
Senior Finance Technician	$46.8740	$58.5965	$8,124.83	$10,156.73
Senior Office Assistant	$38.2286	$47.7837	$6,626.30	$8,282.52
Senior Public Works Inspector	$59.0529	$73.8096	$10,235.83	$12,793.67

BE IT FURTHER RESOLVED that the changes contained herein shall be effective July 1, 2026.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of October, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE SALARY PLAN FOR MANAGEMENT POSITIONS EXEMPT FROM COMPETITIVE SERVICE

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 96-23 establishing increases to salary ranges effective July 1, 2026; and

WHEREAS, on June 16, 2026, the City Council adopted Resolution No. 61-26, establishing a Salary Plan for Management Positions Exempt from Competitive Service effective July 1, 2026, which reflected a 1.7% cost-of-living adjustment (COLA) for Fiscal Year 2026-27; and

WHEREAS, during Item 9 of the August 18, 2026 meeting, the City Council requested that Staff bring back an informational report on the most recent annual cost-of-living adjustment (COLA) received by City employees, in light of it being low relative to the Consumer Price Index change from late 2025 through spring 2026; and

WHEREAS, on September 1, 2026, the City Council received a report that provided contextual information about Dublin's Employee Process that governs COLAs, described the City's COLA methodology, and for reference, discussed the annual escalators provided in the City's agreement with external parties, and how other Bay Area agencies handle compensation increases; and

WHEREAS, the February 2026 CPI-W reading used to calculate the Fiscal Year 2026-27 COLA was notably lower than the reading for the surrounding months, suggesting it was an outlier rather than a reflection of a sustained change in the cost of living; and

WHEREAS, during Closed Session on September 15, 2026, the City Council directed Staff to prepare an additional 1.5% COLA for all City employees, retroactive to July 1, 2026; and

WHEREAS, under her employment agreement, the City Manager's annual COLA is tied directly to the February CPI reading, and implementation of her 1.7% COLA for Fiscal Year 2026-27 was deferred pending completion of her Fiscal Year 2025-26 performance evaluation and associated performance-based salary adjustment; and

WHEREAS, the City Manager's Fiscal Year 2025-26 performance evaluation and performance-based salary adjustment has been completed, and her 1.7% COLA may now be applied, retroactive to July 1, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby amends the Salary Plan for Management Positions Exempt from Competitive Service to establish the following salary provisions.

BE IT FURTHER RESOLVED that, with the exception of the City Manager, the salary ranges set forth herein reflect a 1.5% increase to the ranges established in Resolution No. 61-26, retroactive to July 1, 2026; and that the base salary of each employee in a classification covered by this Resolution

shall be increased by 1.5%, retroactive to July 1, 2026, provided that the employee was employed by the City on July 1, 2026, and remains employed by the City on the date of adoption of this Resolution.

BE IT FURTHER RESOLVED that any previously enacted salary provisions contained in Resolution No. 61-26 and any subsequent amendments thereto shall be superseded by this Resolution.

ARTICLE I: SALARY PROVISIONS

SECTION A: REGULAR EMPLOYEES EXEMPT FROM FAIR LABOR STANDARDS ACT (FLSA) OVERTIME PROVISIONS

Classification	Minimum Monthly	Maximum Monthly
Accounting Manager	$13,039.37	$16,299.18
Assistant City Manager	$20,895.20	$26,115.31
Assistant Director of Community Development	$14,954.18	$18,692.70
Assistant Finance Director	$14,700.29	$18,375.37
Assistant Parks & Community Services Director	$14,654.14	$18,317.67
Assistant Public Works Director/City Engineer	$16,348.80	$20,437.26
Assistant to The City Manager	$13,040.86	$16,301.91
Capital Improvement Program Manager	$13,864.93	$17,330.86
Chief Building Official	$14,356.92	$17,945.85
Chief Information Security Officer	$18,144.92	$22,680.93
City Clerk	$13,637.98	$17,047.12
City Manager	$31,991.55	$31,991.55
Community Development Director	$18,691.38	$23,365.49
Community Engagement Manager	$13,168.59	$16,461.60
Deputy City Manager	$18,801.55	$23,502.87
Economic Development Director	$18,374.55	$22,969.35
Economic Development Manager	$13,168.59	$16,461.60
Environmental & Sustainability Manager	$13,168.59	$16,461.60
Finance Director	$18,374.55	$22,969.35
Human Resources Director	$18,374.55	$22,969.35
Human Resources Manager	$13,168.59	$16,461.60
Information Systems Manager	$13,168.59	$16,461.60
Parks & Community Services Director	$18,317.89	$22,895.62
Parks & Community Services Manager	$12,252.72	$15,316.71
Plan Check Engineer	$12,252.72	$15,316.71
Planning Manager	$14,067.78	$17,585.92
Principal Engineer	$13,864.93	$17,330.86
Principal Planner	$12,797.46	$15,997.67
Public Works Director	$19,061.51	$23,827.81
Public Works Maintenance Manager	$13,541.02	$16,927.13
Special Projects Manager	$13,168.59	$16,461.60
Transportation & Operations Manager	$13,864.93	$17,330.86

BE IT FURTHER RESOLVED that the changes contained herein shall be retroactive to July 1, 2026.

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of October, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **September 1, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Report on the Cost-of-Living Adjustment Methodology for City Employee Compensation
Prepared by: Sarah Monnastes, Human Resources Director/Risk Manager

EXECUTIVE SUMMARY:

The City Council will receive a report on the City's cost-of-living adjustment (COLA) practice and methodology. The report includes information about the annual escalators provided to City contractors as well as a look at how other Bay Area cities handle compensation increases. This information was requested by the City Council, noting that the 1.7 percent COLA received by employees in 2026 was low relative to the Consumer Price Index change from late 2025 through spring 2026.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

There is no action contemplated in this report; it is informational only. The 1.7 percent cost-of-living adjustment (COLA) given to City employees effective July 1, 2026 equates to a total of $337,375 in salary and benefit costs.

DESCRIPTION:

During Item 9 of the August 18, 2026 meeting, the City Council requested that Staff bring back an informational item on the most recent annual cost-of-living adjustment (COLA) received by City employees, in light of it being low relative to the Consumer Price Index change from late 2025 through spring 2026.

This report provides contextual information about Dublin's Employee Process that governs COLAs, describes the City's COLA methodology, and for reference, discusses annual

escalators provided in the City's agreements with external parties, and looks at how other Bay Area agencies handle compensation increases.

Dublin's Employee Process
Every three to five years, the City Manager engages with permanent City employees to review the City's compensation and benefits program and establish a framework for salary and benefits for the coming years. This practice, known as the Employee Process, provides employees an opportunity to share feedback on the City's current offerings and identify areas for potential change or enhancement.

As part of this process, the City also evaluates its compensation structure and market competitiveness, including through comprehensive salary survey data. Employee feedback, market data, fiscal considerations, and organizational needs are considered together in developing recommendations for the City's future compensation and benefits program. Any changes agreed to during the Employee Process and approved by the City Council are reflected in the Employee Benefit Plan, which is the document that describes all benefits received by employees.

The next Employee Process will begin this fall for adjustments effective July 1, 2027 for a period of up to five years.

COLA Methodology

Tying COLA to CPI-W
Dublin's Employee Process has always included a discussion on annual COLAs or "market rate adjustments" to align compensation with current external economic conditions or industry standards. Prior to 2012, the City's COLAs were based on an annual survey of classifications; while Staff was unable to determine exactly why this practice changed, it is suspected that as the City grew, the annual classification survey became too labor-intensive to sustain.

Since 2012, the City has tied COLAs to the Consumer Price Index (CPI), specifically the CPI-W (All Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-San Jose region (renamed San Francisco-Oakland-Hayward in 2018). The CPI-W is the older of the two main indexes published by the Bureau of Labor Statistics (BLS), dating back to 1913. It reflects the purchasing patterns of a specific slice of the population: households where more than half of income comes from clerical or hourly wage work, which is roughly 28 percent of the country.

In 1978, BLS added a broader index, the CPI-U (All Urban Consumers), covering closer to 90 percent of the population, including retirees, self-employed people, and professionals. Despite CPI-U being more widely cited, Dublin has always used CPI-W to set its COLAs. For reference, a 10-year look at CPI-W and CPI-U is included as Attachment 2.

Floor/Ceiling and Measurement Month
Dublin's Employee Benefit Plan has also historically provided minimum and maximum limits for its COLAs that are determined through the Employee Process. The current limits are a floor of 1 percent and a ceiling of 3.5 percent, effective July 1, 2023 to June 30, 2027.

Furthermore, the Employee Benefit Plan specifies that the COLA will be based on the CPI-W change from February to February each year. Staff could not determine why that month was selected but suspects it was a decision based on the timing of the annual budget preparation. The San Francisco-Oakland-Hayward metro area CPI is published every other month, in February, April, June, August, October, and December. An April or later reading may not have left enough time, in the past, to build the number into the next fiscal year's budget.

2026 COLA

In line with the February 2026 CPI-W, Dublin employees received a 1.7 percent COLA effective July 1, 2026. This was an unusually low adjustment compared to prior years, and it is particularly notable that the CPI changes immediately before and after February came in significantly higher: 3.1 percent in December, 3.3 percent in April, and 3.4 percent in June. This suggests February landed on an outlier data point rather than reflecting a genuine, sustained drop in inflation. In Fiscal Year 2026-27, the COLA equated to $337,375 in salary and benefit costs (one percentage point equates to $184,115).

Annual Contract Escalators

During the Item 9 request for this report, the City's contracts were mentioned in the context of annual escalators as compared to the employee COLA. Dublin engages in many multi-year agreements, almost all of which have a built-in annual escalator. In the last two years, the majority of these escalators have been tied to CPI, to a maximum of 3 percent. The CPI month used varies: it could be December, or it could be the month closest to the beginning of the contract term. Upon expiration, multi-year contracts are re-bid and new rates are set.

There are some exceptions to this: for example, in a time-and-materials agreement, hourly rates for certain in-demand positions (e.g., high-level engineering positions) are dictated by the market for the work. At times, those rates within the City's contracts have increased much more than CPI.

Practices of Other Agencies

To provide additional context, Staff looked at how the City's compensation survey comparator agencies handle general wage increases for employees outside of police and fire: Brentwood, Hayward, Livermore, Milpitas, Newark, Pleasanton, San Leandro, San Ramon, Tracy, Union City, Walnut Creek, and Alameda. All of them use a flat, negotiated percentage rather than a CPI formula. Alameda is the outlier, using a Base Revenue Index (BRI) rather than a cost-of-living measure. This method ties compensation increases to the City's own revenue growth rather than to any price index. For reference, Table 1 provides the most recent COLAs received by the City's comparator agencies.

Table 1. Comparator Agency Increases for 2026

Agency	Effective Date	Increase
Alameda [1]	July 1, 2026	TBD
Brentwood	July 1, 2026	3.0%
Hayward	July 1, 2026	3.0%
Livermore	October 5, 2026	3.0%
Milpitas [2]	July 1, 2026	3.0%
Newark	July 1, 2026	3.5%
Pleasanton	April 11, 2026	3.0%
San Leandro	July 1, 2026	3.0%
San Ramon	July 1, 2026	3.0%
Tracy	June 28, 2026	4.0%
Union City	January 1, 2026	3.0%
Walnut Creek	June 21, 2026	5.0%

Finally, Staff looked at a few other Bay Area agencies outside the City's formal comparator survey: Berkeley, San Mateo, Sonoma County, Fremont, South San Francisco, Concord, Santa Rosa, and Contra Costa County. None currently use CPI to adjust general employee pay. In summary, a CPI-indexed COLA is the exception, not the rule, and it is becoming even more of an exception as agencies that previously used it have moved away.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) City of Dublin Employee Benefit Plan
2) 10-Year Look: CPI-W and CPI-U

[1] Final adjustments to be decided no later than 9/30/2026 and applied retroactively.
[2] Currently in negotiations, 3% is the COLA placeholder for the FY 26-27 budget.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch), and Approving the Form of and Execution of Related Documents
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider authorizing the issuance of 2026 Special Tax Bonds for Community Facilities District No. 2023-1 (East Ranch) to reimburse the master developer (Trumark) for eligible public capital facilities and public capital facility impact fees previously paid, and approving the form and execution of the related bond documents.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch), Approving and Directing the Execution of a Fiscal Agent Agreement, Approving Forms of Preliminary Official Statement and Bond Purchase Agreement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions.

FINANCIAL IMPACT:

There is no financial impact on City funds. All costs associated with the bond issuance will be paid from bond proceeds. Debt service on the bonds will be payable solely from special taxes levied on properties within Community Facilities District No. 2023-1 (East Ranch).

DESCRIPTION:

This Staff Report outlines the actions necessary for the City Council to authorize the issuance, sale, and delivery of special tax bonds for Community Facilities District (CFD) No. 2023-1 (East Ranch). Bond proceeds will be used to reimburse the master developer (Trumark) for previously authorized and paid eligible public capital facilities and associated impact fees

related to the development now known as Francis Ranch.

Background
The East Ranch development, now known as Francis Ranch, is located in eastern Dublin within the Fallon Village area of the Eastern Dublin Specific Plan. The 165.5-acre development is situated north of Interstate 580, east of Fallon Road and the Jordan Ranch development, and south of the Positano development. The project includes 573 planned homes, 18 of which are designated as affordable housing units and are exempt from the special tax. The CFD formation documents establish a maximum effective tax rate cap of 1.58%.

On December 5, 2023, the City Council adopted the Resolution of Formation authorizing the financing of public improvements through the levy of special taxes on taxable property within the East Ranch CFD, and the Resolution Determining Necessity to Incur Bonded Indebtedness. Following a second reading of the ordinance levying the special tax on December 19, 2023, the special tax ordinance became effective on January 19, 2024. Fiscal Year 2025-26 was the first fiscal year in which the special tax was levied.

The development is now more than 75% complete, with 195 homes sold and 421 building permits issued. Trumark is building out four neighborhoods in the CFD and has sold two other neighborhoods to merchant homebuilder Taylor Morrison. Given this progress, Trumark has requested that the City proceed with the bond issuance. Proceeds from the bond sale will be used to reimburse Trumark for eligible public capital facility costs and impact fees previously paid.

The estimated value of the property securing the bonds is $825.6 million, based on an appraisal prepared for the City by Integra Realty Resources. This results in an estimated value-to-lien ratio of 20.64:1, based on the anticipated bond issuance of $40 million. The bonds will be secured by and repaid solely from special taxes levied on taxable parcels within Community Facilities District No. 2023-1 (East Ranch).

Authorization of Bond Issuance and Approval of Related Documents (Attachments 1–4)
The proposed Resolution (Attachment 1) authorizes the issuance of up to $45 million in special tax bonds to finance a portion of the costs of authorized public capital facilities and associated impact fees. The Resolution also establishes a not-to-exceed true interest cost of 7.00% for the bonds. Based on current market interest rates, including a 25-basis-point cushion, the anticipated bond issuance is approximately $40 million.

The Resolution also approves the forms and execution of the following related bond documents:

- Fiscal Agent Agreement (Attachment 2): An agreement between the City and U.S. Bank Trust Company, National Association, as Fiscal Agent, establishing the terms of the bonds and providing for the administration of bond proceeds and special tax revenues used to repay the bonds.

- Bond Purchase Agreement (Attachment 3): An agreement between the City and Piper

Sandler & Co., as Underwriter, establishing the terms under which the bonds will be purchased from the City by the Underwriter for resale to ultimate investors.

- Preliminary Official Statement (Attachment 4): A disclosure document providing prospective investors with information about the City, the CFD, the property owners and developers, and the proposed bond financing to support informed investment decisions. All material information concerning the bonds and the security for repayment must be included in the Preliminary Official Statement.

- Continuing Disclosure Certificate (Attachment 4, Appendix E): A certificate establishing the City's obligations to provide annual financial and operating information regarding the CFD, along with notices of certain specified events, in accordance with applicable federal securities disclosure requirements.

Next Steps
Approval of the proposed Resolution and related financing documents (Attachments 1–4) will authorize the City's financing team, consisting of City staff, the City's municipal advisor, special tax consultant, and bond and disclosure counsel, to proceed with the issuance, sale, and delivery of the bonds.

Following City Council approval, the financing team anticipates making the Preliminary Official Statement available to prospective investors on or about October 7, 2026, pricing the bonds in mid-October, and completing the bond sale in late October. Upon closing, bond proceeds will become available to reimburse the master developer for eligible costs previously incurred.

Senate Bill 450 Analysis
Senate Bill 450, effective January 1, 2018, requires that the City Council be furnished with a good faith estimate of (i) the true interest cost of the bonds (the rate necessary to discount the amounts payable on the payment dates to the purchase price received); (ii) the finance charge (the sum of all fees and charges paid to third parties); (iii) the amount of proceeds received by the issuer (the gross proceeds less the finance charges and any reserves or capitalized interest funded by the bonds); and (iv) the total payment amount (the total of all debt service payments to maturity plus fees and charges not paid from bond proceeds). For these bonds, the estimates are as follows: (i) true interest cost: 5.91%; (ii) finance charge: $928,320; (iii) net proceeds: $31,479,281; and (iv) total payment amount: $83,398,817. The public shall have access to these estimates. These amounts are good faith estimates provided by the City's Underwriter, Piper Sandler, based on a projected par amount of bonds of $37,120,000, less original issue discount of $840,198, given market conditions as of September 25, 2026, plus 25 basis points; the actual amounts are determined when the bonds are priced and will vary from these estimates.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing the Issuance of Special Tax Bonds For and On Behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch)
2) Form of Fiscal Agent Agreement
3) Form of Bond Purchase Agreement
4) Form of Preliminary Official Statement (including Continuing Disclosure Certificate in Appendix E)

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF DUBLIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING FORMS OF PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City Council (the "Council") of the City of Dublin (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form its Community Facilities District No. 2023-1 (East Ranch) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed $67,000,000, and the City now desires to issue the first series of the bonds (the "Bonds"); and

WHEREAS, there has been submitted to the Council a Fiscal Agent Agreement (the "Fiscal Agent Agreement") between the City and U.S. Bank Trust Company, National Association, as fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Sandler & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds by the Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin hereby finds, determines and resolves as follows:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Dublin Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Series 2026" in an aggregate principal amount not to exceed $45,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District, plus the portion of all other bonds outstanding that are secured by a special tax levied under the Act on property within the District or a special assessment levied on property within the District.

4. **Fiscal Agent Agreement.** The Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, Assistant City Manager, Finance Director or such other person or persons as any of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall LLP, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement and Continuing Disclosure Undertaking**. The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter the Continuing Disclosure Undertaking in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. **Approval of Bond Purchase Agreement**. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of the Bonds shall not exceed $45,000,000, the Underwriter's discount shall not exceed 1.25% of the par amount of the Bonds, and the true interest cost shall not exceed 7.00%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of October, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FISCAL AGENT AGREEMENT

by and between

CITY OF DUBLIN

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

Dated as of October 1, 2026

Relating to:

$_____
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Special Tax Bonds
Series 2026

TABLE OF CONTENTS

ARTICLE I
STATUTORY AUTHORITY AND DEFINITIONS
Section 1.01. Authority for this Agreement....2
Section 1.02. Agreement for Benefit of Bondowners....2
Section 1.03. Definitions....2

ARTICLE II
THE BONDS
Section 2.01. Principal Amount; Designation....11
Section 2.02. Terms of the Bonds....11
Section 2.03. Redemption....12
Section 2.04. Form of Bonds....15
Section 2.05. Execution of Bonds....15
Section 2.06. Transfer of Bonds....15
Section 2.07. Exchange of Bonds....16
Section 2.08. Bond Register....16
Section 2.09. Temporary Bonds....16
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen....17
Section 2.11. Limited Obligation....17
Section 2.12. Book-Entry Only System....17
Section 2.13. No Acceleration....18

ARTICLE III
ISSUANCE OF BONDS
Section 3.01. Issuance and Delivery of Bonds....19
Section 3.02. Application of Proceeds of Sale of Bonds....19
Section 3.03. Special Tax Fund....19
Section 3.04. Improvement Fund....20
Section 3.05. Costs of Issuance Fund....21

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND
Section 4.01. Pledge of Special Tax Revenues and Other Amounts.....22
Section 4.02. Bond Fund....22
Section 4.03. Reserve Fund....23

ARTICLE V
OTHER COVENANTS OF THE CITY
Section 5.01. Punctual Payment....26
Section 5.02. Limited Obligation....26
Section 5.03. Extension of Time for Payment....26
Section 5.04. Against Encumbrances....26
Section 5.05. Books and Accounts....26
Section 5.06. Protection of Security and Rights of Owners....26
Section 5.07. Compliance with Law; Completion of Project....27
Section 5.08. Private Activity Bond Limitation....27
Section 5.09. Federal Guarantee Prohibition....27
Section 5.10. Collection of Special Tax Revenues....27
Section 5.11. Further Assurances....28
Section 5.12. No Arbitrage....28
Section 5.13. Maintenance of Tax-Exemption....28
Section 5.14. Annual State Reports....28

Section 5.15. Covenant to Foreclose 29
Section 5.16. Continuing Disclosure to Owners 30
Section 5.17. No Additional Bonds 30
Section 5.18. Yield of the Bonds 30

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS;
LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 31
Section 6.02. Rebate of Excess Investment Earnings to the United States 32
Section 6.03. Limited Obligation 32

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 33
Section 7.02. Liability of Fiscal Agent 33
Section 7.03. Information 35
Section 7.04. Notice to Fiscal Agent 35
Section 7.05. Compensation, Indemnification 36

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 37
Section 8.02. Owners' Meetings 37
Section 8.03. Procedure for Amendment with Written Consent of Owners 38
Section 8.04. Disqualified Bonds 38
Section 8.05. Effect of Supplemental Agreement 38
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 39
Section 8.07. Amendatory Endorsement of Bonds 39
Section 8.08. Opinion of Counsel Regarding Supplemental Agreement 39

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 40
Section 9.02. Successor is Deemed Included in All References to Predecessor 40
Section 9.03. Discharge of Agreement 40
Section 9.04. Execution of Documents and Proof of Ownership by Owners 41
Section 9.05. Waiver of Personal Liability 41
Section 9.06. Notices to and Demands on City and Fiscal Agent 41
Section 9.07. Partial Invalidity 42
Section 9.08. Unclaimed Moneys 42
Section 9.09. Applicable Law 42
Section 9.10. Conflict with Act 42
Section 9.11. Conclusive Evidence of Regularity 42
Section 9.12. Payment on Business Day 42
Section 9.13. Counterparts 42
Section 9.14. U.S.A. Patriot Act 42

EXHIBIT A FORM OF BOND
EXHIBIT B OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM IMPROVEMENT FUND

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of October 1, 2026, by and between the City of Dublin, a public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the "District"), and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H :

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 121-23 of the City Council adopted on December 5, 2023; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, under the provisions of the Act, on _____, 2026, the City Council of the City adopted its Resolution No. _____ (the "Resolution"), which resolution, among other matters, authorized the issuance of the City of Dublin Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Series 2026 to provide moneys for the construction and acquisition of improvements for the District, and provided that said issuance would be in accordance with the Act and this Agreement and authorized the execution hereof; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity and may otherwise interact with the City or the District with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including, but not limited to, any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other fees, costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each series of Outstanding Bonds, the sum of (i) the interest due on the respective series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"Authorized Officer" means the City Manager, Assistant City Manager, Finance Director of the City, or any other Person authorized by the City to perform an act or sign a document on behalf of the City for purposes of this Agreement.

"Bond Counsel" means (i) Jones Hall LLP or (ii) any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established pursuant to Section 4.02(A) hereof.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2027.

"Bonds" means the City of Dublin Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Series 2026.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"Capitalized Interest Account" means the subaccount of the Interest Account by that name established in accordance with Section 4.02(a).

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the California State Treasurer or any successor agency or bureau thereto.

"City" means the City of Dublin, California, and any successor thereto.

"Closing Date" means _____, 2026, the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated as of the Closing Date, executed by the City, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees

and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.05(A) hereof.

"DTC" means the Depository Trust Company, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (i) initially, DTC, and (ii) any other Securities Depository acting as Depository pursuant to Section 2.12.

"District" means the City of Dublin Community Facilities District No. 2023-1 (East Ranch) formed pursuant to the Resolution of Formation.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds

or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Finance Director" means the Finance Director of the City, including any person "acting" or serving in such capacity in an "interim" manner, and if there is no Finance Director, the City Manager, Assistant City Manager, Treasurer of the City or an authorized designee of such official.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established pursuant to Section 3.04(A).

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2027.

"Maximum Annual Debt Service" means, for each series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective series of Outstanding Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means Piper Sandler & Co., as the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or *"Bondowner"* means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of the following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus an undivided profits of such bank shall be not less than $100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the Special Tax Formula.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A).

"*Priority Administrative Expenses*" means for each Fiscal Year the sum of the sum of (i) $25,000 in Fiscal Year 2026-27, escalating at 2% per Fiscal Year thereafter, plus (ii) the administration charge of the County (currently at 1.7%).

"Principal Office" means the designated corporate trust office of the Fiscal Agent at which at any time its corporate trust business shall be administered set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent by notice from time to time to the City and the Owners, or the designated corporate trust office of a successor Fiscal Agent, or such other or additional offices as may be designated by such successor Fiscal Agent by notice from time to time to the City and the Owners.

"Project" means the acquisition and/or construction of the authorized facilities for the District described in the Resolution of Formation, including Administrative Expenses related thereto.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (ii) such letter of credit or surety bond has a term of at least 12 months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to

the Fiscal Agent Agreement. A change in the rating of the provider of a Qualified Reserve Fund Credit Instrument shall have no impact.

"Record Date" means the 15th day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A).

"Reserve Requirement" means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the Bonds shall not increase after the date of issuance of the Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve account in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument in accordance with Section 4.03(A).

"Resolution" means Resolution No. _____ adopted by the City Council of the City on _____, 2026, which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 121-23, adopted by the City Council of the City on December 5, 2023, establishing the District.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"*Special Tax Formula*" means the "Rate, Method of Apportionment, and Manner of Collection of Special Tax for City of Dublin Community Facilities District No. 2023-1 (East Ranch)," approved by the qualified electors in the District on December 5, 2023, and as it may be amended in the future.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of Priority Administrative Expenses, but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

"Special Taxes" means the "Facilities Special Tax" (as defined in the Special Tax Formula) levied within the District pursuant to the Act, the Ordinance, and this Agreement. For clarity, the "Services Special Tax" (as defined in the Special Tax Formula) is not included in this definition of "Special Taxes" and does not constitute security for the repayment of the Bonds.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Term Bonds" means the Bonds maturing on September 1, _____, September 1, _____, and September 1, _____.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The Bonds shall be designated the "City of Dublin Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Series 2026."

Section 2.02. Terms of the Bonds.

(A) Form; Denominations. The Bonds shall be issued as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the Bonds. The Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice. The Fiscal Agent shall have no liability for any defect in the CUSIP numbers as they appear on any Bonds, notice or elsewhere, and any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, and any such redemption shall not be affected by any defect in or omission of such numbers. The District will promptly notify the Fiscal Agent in writing of any change in the CUSIP numbers.

(D) Maturities. The Bonds shall be issued as serial bonds and shall mature and become payable as follows:

Maturity (September 1)	Principal Amount	Interest Rate	CUSIP (_____)

(E) (E) Interest. The Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the Owner thereof at such Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent. All Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall dispose of the cancelled Bonds and issue a certificate of disposal thereof to the City at the written request of the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at

the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

(iii) Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem Bonds pursuant to Section 2.03(A)(i) and (ii) not less than 60 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall, at the expense of the District, cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent, at the expense of the District, shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion shall deem appropriate that results in relatively uniform debt service.

Upon surrender of Bonds redeemed in part only, the City shall execute, and the Fiscal Agent shall authenticate and deliver, to the Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall dispose of the cancelled Bonds in accordance with the then-customary procedures and issue a certificate of disposal thereof to the City at the City's written request.

Section 2.04. Form of Bonds. The Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information or any liability resulting from its reliance on such information.

The Fiscal Agent shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Agreement or under applicable law with respect to any transfer of any interest in any Bond (including any transfers between or among DTC Participants or Beneficial Owners of interests in any Bond) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Agreement, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any fees or expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and disposed of by the Fiscal Agent in accordance with its then-customary procedures, who shall deliver a certificate of disposal thereof to the City at the City's written request. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent and the City shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent, as applicable, may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the fees expenses which may be incurred by the City or the Fiscal Agent, as applicable, for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or

any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the registration books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall promptly mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of Bonds.

The proceeds of the purchase of the Bonds by the Original Purchaser in the amount of $_____ (which is equal to the par amount of the Bonds, less original issue discount of $_____ and less the Underwriter's discount of $_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the Reserve Fund $_____, equaling the initial amount of the Reserve Requirement for the Bonds;

(ii) Deposit in the Improvement Fund $_____; and

(iii) Deposit in the Capitalized Interest Account of the Bond Fund $_____.

(iv) Deposit in the Costs of Issuance Fund $_____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Finance Director, the Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Special Tax Fund (the "Special Tax Fund"), to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any amounts required by Section 3.05(B) to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the Finance Director shall withdraw from the Special Tax Fund and transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond

Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement with respect to each series of Bonds. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay Administrative Expenses, costs of the Project or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Improvement Fund (the "Improvement Fund"), to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be held in trust and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project, as directed in an Officer's Certificate. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

(i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost; and

(ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed requesting disbursement.

Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

For purposes of complying with the requirements of Section 3, the Fiscal Agent may conclusively rely and shall be protected in acting or refraining from acting upon the Officer's Certificate signed by the authorized officer of the City. The Fiscal Agent shall not be bound to make an investigation into the facts or matters stated in any such Officer's Certificate of the City. The Fiscal Agent shall not be responsible for determining whether the funds on hand in the Improvement are sufficient to complete the Project. The Fiscal Agent shall not be responsible to collect lien waivers.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder have been completed and that all costs of such portion of the Project and all Administrative Expenses of the District have been paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Costs of Issuance Fund (the "Costs of Issuance Fund"), to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate in similar form to that attached hereto as Exhibit B containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 3 months from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Fund for payment of debt service on the Bonds. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Finance Director for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, the Bonds shall be secured by a pledge and lien on the Reserve Fund. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Bond Fund (the "Bond Fund"), to the credit of which deposits shall be made as required by Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the "Capitalized Interest Account", which shall be used for deposit of the capitalized interest set forth in Section 3.02(a)(iii) to be held in by the Fiscal Agent for the benefit of the Owners of the Bonds.

Within the Bond Fund there is hereby established the "Prepayment Account", which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03(A)(ii). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i).

The amount deposited to the Capitalized Interest Account (in the amount of $_____) shall be used and withdrawn to pay a portion of the interest on the Bonds as follows:

Interest Payment Date	Capitalized Interest Amount
March 1, 2027	$
September 1, 2027	

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any series of Bonds, the Fiscal Agent shall withdraw from the Reserve Fund to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Finance Director of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If 10 days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Finance Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Finance Director in writing of such fact, and the Finance Director shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds Reserve Fund (the "Reserve Fund"), to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B).

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective series of Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Finance Director.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account (it being understood the City calculates the Reserve Requirement in accordance with the definition thereof), the Fiscal Agent shall provide written notice to the Finance Director of the amount of the excess. The Finance Director shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with Section 4.02; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by such reserve account, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding Bonds. In the event that the

amount so transferred to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the applicable reserve account, the balance in such reserve account shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective series of Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund, the Improvement Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Finance Director with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Finance Director shall in no way affect the obligations of the Finance Director under the following two paragraphs. Upon receipt of such notice, the Finance Director shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Finance Director, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of amounts in the Reserve Fund and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Finance Director shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project financed by the District. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Finance Director of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the Reserve Fund to pay to pay principal and interest on the Bonds which draw causes the Reserve Fund to be reduced to an amount less than the Reserve Requirement.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Finance Director shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Finance Director.

The term "Bondowner" for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, the Finance Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the Alameda County Superior Court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following paragraph. The Finance Director shall notify the City Attorney of any such delinquency of which the Finance Director is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings in such manner and upon such timing as advised by legal counsel, taking into account the amounts delinquent, the estimate cost of legal proceedings, the status of Special Tax collections and available debt service reserves.

On or about June 30 of each Fiscal Year, the Finance Director shall compare the amount of Special Taxes theretofore levied in the District to the amount of Special Tax Revenues theretofore received by the City, and:

> Individual Delinquencies; if the Finance Director determines that any single parcel subject to the Special Tax in the District is delinquent in the payment of Special Taxes for two or more years, then the Finance Director shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 45 days of such determination, and, if the delinquency remains uncured, foreclosure proceedings shall be commenced by the City within 90 days of such determination.
>
> Aggregate Delinquencies; If the Finance Director determines that the total amount of delinquent Special Taxes for the entire the District (including the total of delinquencies under subsection (A) above), exceeds five percent (5%) of the total Special Taxes levied on all parcels in the District for the Fiscal Year ending on such June 30, the Finance Director shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and a demand for immediate payment of the delinquency) within 45 days of such determination, and shall commence foreclosure proceedings within 90 days of such determination against each parcel of land in the District for which a Special Tax delinquency remains uncured.

Notwithstanding any of the foregoing, in certain instances the amount of Special Taxes delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the City until there are sufficient Special Tax delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the cost of such foreclosure proceedings.

Notwithstanding the foregoing, the City may determine not to initiate foreclosure proceedings if (a) the amount in the Reserve Fund is equal to the Reserve Requirement, and (b) there have been no defaults in the payment of debt service on the Bonds.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; provided, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. No Additional Bonds . The City covenants not to issue additional special tax bonds payable from the Special Tax Revenues equally and ratably with the Bonds, except that the City may issue bonds to refund all or part of the Bonds.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and Section 6.02, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed (including by facsimile transmission) with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments (such Officer's Certificate to specify the particular Permitted Investment to be made). In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such moneys uninvested as cash and notify the Finance Director that it is doing so until further direction is received from the Finance Director. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Finance Director shall be invested by the Finance Director in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent may act as principal or agent in the acquisition or disposition of any investment. The Fiscal Agent shall not incur any liability for losses, fees, taxes or other charges arising from or incurred in connection with any investments, reinvestments or liquidations of investments made pursuant to this Section and hereunder. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Finance Director hereunder, provided that the Fiscal Agent or the Finance Director, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Finance Director, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet

any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited, subject to the second paragraph of this Section, and neither the Fiscal Agent nor the Finance Director shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as directed by the Officer's Certificate which shall comply with the requirements of the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Finance Director in writing of the amount of the shortfall and the Finance Director shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively and shall be fully protected from liability in conclusively relying upon the City's determinations, calculations, opinions, directions and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder or to confirm the adequacy or correctness of any rebate report. The Fiscal Agent shall be deemed conclusively to have complied with the provisions of this Agreement and any other agreement relating to the Bonds regarding calculation and payment of rebate if it follows the directions of the City, and it shall have no independent duty to review or enforce the City's compliance with such rebate requirements. Except to the extent expressly herein provided, the Fiscal Agent shall in no instance be responsible or liable for the tax treatment of the Bonds, the City's or District's compliance with the Code, or any other tax consequences in connection with the Bonds.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank Trust Company, National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any organization or entity into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any organization or entity resulting from any merger, conversion or consolidation to which it shall be a party or any organization or entity to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, provided such company shall be eligible under the following paragraph of this Section, shall be and shall become the successor to such Fiscal Agent and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, with 30 days' prior notice, and may appoint a successor or successors thereto, but any such successor shall be an organization or entity having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such organization or entity publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such organization or entity shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the District, or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be

liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, and shall be entitled to rely on advice of counsel concerning all matters of trust and its duty hereunder.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City

shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall, with respect to Bonds then Outstanding, (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, at the expense of the City, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds actually known by an officer of the Fiscal Agent to be owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. The City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such

modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond at the expense of the City. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner and at the expense of the City, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion. The Fiscal Agent may, but shall not be obligated to, enter into any such Supplemental Agreement which affects the Fiscal Agent's own rights, duties or immunities under this Agreement or otherwise.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Dublin
100 Civic Plaza
Dublin, California 94568
Attention: Finance Director

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association
2222 E. Camelback Road, Suite 110
Phoenix, AZ 85016
Attention: Global Corporate Trust

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remain unclaimed for two years after the date when the payments of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

Section 9.14. U.S.A. Patriot Act. The City and the District acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Fiscal Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Fiscal Agent. The City and the District

agree that they will provide the Fiscal Agent with such information as it may request in order for the Fiscal Agent to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the City of Dublin has authorized the execution of this Agreement by its Finance Director under the authority of Resolution No. _____, adopted by the Council of the City of Dublin on _____, 2026, and the Fiscal Agent has caused this Agreement to be executed.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Vice President

CITY OF DUBLIN, for and on behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch)

By: _____
Finance Director

[Signature Page to Fiscal Agent Agreement dated as of _____ 1, 2026]

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP:
%	September 1, 20__	_____, 2026	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

The City of Dublin (the "City") for and on behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided, semiannually on March 1 and September 1, commencing March 1, 2027 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at a designated corporate trust office of U.S. Bank Trust Company, National Association (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by a resolution of the City Council of the City on _____, 2026 (the "Resolution") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California

Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District, and is one of the bonds designated "City of Dublin Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds, Series 2026" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of October 1, 2026, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" as defined in the Agreement.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

The Term Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge

required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Dublin has caused this Bond to be executed by the facsimile signatures of the Mayor of the City, all as of the Bond Date stated above.

CITY OF DUBLIN, for and on behalf of the
CITY OF DUBLIN COMMUNITY FACILITIES
DISTRICT NO. 2023-1 (EAST RANCH)

By: _____
Mayor

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by an eligible guarantor.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Special Tax Bonds
Series 2026

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM IMPROVEMENT FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of October 1, 2026 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iii) an obligation in the stated amount has been properly incurred and each such obligation is a proper charge against the Improvement Fund and has not been subject of any previous requisition of the City requesting disbursement;

(iv) there has not been filed with or served upon the City a stop notice or any other notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable to the person named in this Officer's Certificate, which has not been released or will not be released with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of laws; and

(v) in the case of each payment made under any contract for installation or construction, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed or such materials, equipment or supplies were actually installed in furtherance of the Project or delivered at the site for that purpose or delivered for storage or fabrication at a place or places approved by the City.

With respect to this requested disbursement, the City (i) certifies that it has reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate, (ii) agrees to indemnify and hold harmless the Fiscal Agent from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorneys' fees and expenses resulting directly or indirectly as a result of making the disbursement requested, and (iii) agrees that it will not seek recourse from the Fiscal Agent as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

Dated: _____, 20__

CITY OF DUBLIN

By: _____
Authorized Officer

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount

$_____
CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

BOND PURCHASE AGREEMENT

_____, 2026

City of Dublin
100 Civic Plaza
Dublin, California 94568

Ladies and Gentlemen:

Piper Sandler & Co. (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the "**Purchase Agreement**") with the City of Dublin, California (the "**City**") acting on behalf of City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the "**District**") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Dublin Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds, Series 2026 (the "**Bonds**") in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing March 1, 2027) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of October 1, 2026 (the "**Fiscal Agent Agreement**"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**"), and approved by a resolution adopted by the City Council of the City (the "**City Council**"), acting as the legislative body of the District, on October 6, 2026 (the "**Resolution of Issuance**"). The Bonds and interest thereon will be payable from a special tax (the "**Special Tax**") levied and collected on the taxable land within the District in accordance with a Resolution of Intention adopted by the City Council on October 17, 2023 and a Resolution of Formation adopted by the City Council on December 5, 2023 (together with the Resolution of Intention, the "**Resolution of Formation**"). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the "**Law**"), to (i) construct and/or acquire certain authorized public facilities, (ii) fund capitalized interest on a portion of the Bonds through and including September 1, 2027, (iii) provide for a deposit to a debt service reserve account for the Bonds, and (iv) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation and the Ordinance levying the Special Tax, adopted by the City Council, are collectively referred to herein as the "**District Resolutions**."

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the "**City Certificate**"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2026 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "**Preliminary Official Statement**"), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("**Rule 15c2-12**"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the "**Official Statement**"), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the "**City Disclosure Certificate**"), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking Board (the "**MSRB**") through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2026, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "**Closing Date**"), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the

name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall LLP, as bond counsel to the City ("**Bond Counsel**"), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject to Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A "**bona fide public offering**" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an "**issue price**" or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor, Fieldman, Rolapp & Associates, Inc. (the "**Municipal Advisor**"), and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the

corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language

obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "**public**" means any person other than an underwriter or a related party;

(2) "**underwriter**" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if

both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "**sale date**" means the date of execution of this Purchase Agreement by the City and the Underwriter.

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and general law city duly organized and existing under the laws of the State of California (the "**State**") and has duly authorized the formation of the District pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Alameda County a Notice of Special Tax Lien (the "**Notice of Special Tax Lien**") (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the "**Formation Documents**"). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the "**District Documents**") and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law, elections within the District to approve the levy of the Special Tax within the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents

and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "**end of the underwriting period**" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to

this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement was as of the date thereof, and the information contained in the Official Statement as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth LLP ("**Stradling**"), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "**SEC**"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within the District or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the District;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net

capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 3(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX

MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City ("**Disclosure Counsel**"), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel's attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(7) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(8) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of

and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California and the District is duly organized and validly existing as a community facilities district under the laws of the State of California; (iii) the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iv) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (v) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (vi) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(9) One or more certificates dated the Closing Date from Goodwin Consulting Group, Inc. (the "**Special Tax Consultant**") addressed to the City and the Underwriter to the effect that (i) the amount of the Special Tax Revenues that could be levied in each Fiscal Year on all parcels of taxable property in the District is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Bond Year that begins in such Fiscal Year on the Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(10) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(11) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(12) A Letter of Representations from Taylor Morrison of California, LLC, a California limited liability company ("**Taylor Morrison**"), dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto, or as such letter may be modified with the approval of the Underwriter and Stradling, and a closing certificate from each of the Merchant Builders dated the Closing Date, substantially in the form attached as Exhibit F hereto;

(13) A Letter of Representations from TH East Ranch LLC, a California limited liability company ("**Trumark**") dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit E hereto, or as such letter may be modified with the approval of the Underwriter and Stradling, and a closing certificate from Trumark substantially in the form attached as Exhibit F hereto;

(14) A continuing disclosure certificate executed by Trumark in substantially the form attached as Appendix E to the Official Statement (the "**Trumark Continuing Disclosure Certificate**");

(15) One or more opinions of counsel to Trumark addressed to the City and the Underwriter, in form and substance acceptable to the Underwriter and Stradling, regarding (i) Trumark's due organization and qualification to do business, (ii) the due authorization and execution of the Trumark Continuing Disclosure Certificate, (iii) the absence of litigation pending against Trumark (with service of process to Trumark having been duly given and completed) or overtly threatened in writing against Trumark which would materially and adversely affect the validity or enforceability of the Trumark Continuing Disclosure Certificate, or the ability of Trumark to complete the development of its property as described in the Preliminary Official Statement and the Official Statement, or Trumark's ability to pay the Special Taxes due with respect to the development of its property (to the extent the responsibility of Trumark) prior to delinquency, and (iv) negative assurance regarding the Preliminary Official Statement and the Official Statement;

(16) G-17 letter from the Underwriter acknowledged by the City;

(17) A certificate from Integra Realty Resources (the "**Appraiser**") consenting to the inclusion of their appraisal report (the "**Appraisal**") in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(18) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the

respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(7) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 100 Civic Plaza, Dublin, California 94568; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 3626 Fair Oaks Blvd., Suite 100, Sacramento, CA 95864, Attention: Dennis McGuire.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

PIPER SANDLER & CO., as Underwriter

By: _____
Authorized Officer

ACCEPTED:

CITY OF DUBLIN, for and on behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch)

By: _____
City Manager

Time: ____p.m.

EXHIBIT A

MATURITY SCHEDULE

$_____
CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Used*	*Hold the Offering Price Used*

[C] Priced to the optional call date of September 1, 20__ at _____.
[T] Term Bond.

The purchase price of the Bonds shall be $_____, which is the principal amount thereof ($_____) [plus/less] [net] original issue [premium/discount] of $_____ and less Underwriter's discount of $_____.

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
March 1, 2027 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__, September 1, 20__, September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, September 1, 20__, September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payment
(maturity)	

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payment
(maturity)	

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payment
(maturity)	

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payment**

(maturity)

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payment**

(maturity)

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payment**

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

EXHIBIT B

$_____*
CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the City Manager of the City of Dublin, California (the "**City**"), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Dublin Community Facilities No. 2023-1 (East Ranch) Special Tax Bonds, Series 2026 (the "**Bonds**") in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "**Rule**");

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2026 setting forth information concerning the Bonds and the City of Dublin Community Facilities No. 2023-1 (East Ranch) (the "**Preliminary Official Statement**"); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term "**Permitted Omissions**" refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2026.

CITY OF DUBLIN

By: _____
Its: City Manager

* *Preliminary, subject to change.*

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

$_____
CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

The undersigned, on behalf of Piper Sandler & Co. ("**Piper**") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "**Bonds**").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Reserve Fund.***

The establishment of the Reserve Fund in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of October 1, 2026, by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Issuer* means the City of Dublin.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2026

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance Jones Hall LLP A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:_____

Name:_____

Dated: _____, 2026

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

(Attached)

EXHIBIT D

CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

LETTER OF REPRESENTATIONS OF
TAYLOR MORRISON OF CALIFORNIA, LLC

_____, 2026

In connection with the issuance and sale of the above-captioned bonds (the "**Bonds**"), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the "**Bond Purchase Agreement**") to be executed by and between City of Dublin (the "**City**"), for and on behalf of the City of Dublin Community Facilities No. 2023-1 (East Ranch) (the "**District**"), and Piper Sandler & Co. (the "**Underwriter**"), Taylor Morrison of California, LLC, a California limited liability company (the "**Builder**"), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of Taylor Morrison of California, LLC (the "**Letter of Representations**"); and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within the District is owned by, or under option to, the Builder (herein, the "**Property**"). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,[1] (a) the Builder and its Relevant Entities[2] are not in breach of or in default under any

[1] "**Actual Knowledge of the Undersigned**" means the actual (as opposed to constructive) knowledge that the individual signing on behalf of the Builder currently has as of the date of this Letter of Representations or has obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Relevant Entities as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder's current business and operations. Officers and employees no longer working for the Builder or its Relevant Entities have not been contacted.

[2] "**Relevant Entities**" means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder's development plans with respect to the Property and ability to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency; or (b) such Person's assets or funds that would materially affect the Builder's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency). "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control**

applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the "**Material Agreements**") to which the Builder or its Relevant Entities are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Relevant Entities that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Relevant Entities is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

5. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Relevant Entity of the Builder (with proper service of process to such Relevant Entity having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Relevant Entity which, if successful, is reasonably likely to materially and adversely affect the Builder's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) as set forth under the captions entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Taylor Morrison" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Taylor Morrison's Land Bank Arrangement" (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the

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with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Relevant Entity in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Taxes for the District pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Relevant Entities, the City, and/or the District or to which the Builder or its Relevant Entities is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

8. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for ad valorem tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any ad valorem property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

10. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

11. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

12. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement, including under the captions "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Taylor Morrison" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Taylor Morrison's Land Bank Arrangement," the Builder currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency. However, neither the Builder nor its Relevant Entities are obligated to make any additional capital contribution or loan to the Builder at any time, and the Builder reserves the right to change its development plan and financing plan for the Property

at any time without notice, and there is no recourse against the Builder for failure to pay Special Taxes other than the filing of a foreclosure action against the delinquent Property.

13. Solely as to the limited information described in Paragraph 6 above (and subject to the limitations and exclusions set forth in Paragraph 6), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "**Indemnified Party**" and together, the "**Indemnified Parties**"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "**Claims**") incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 6 above (and subject to the limitations and exclusions set forth in Paragraph 6), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, affect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in

form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

14. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) shall occur which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 6 hereof (and subject to the limitations and exclusions set forth in Paragraph 6), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

15. On behalf of the Builder, the undersigned has reviewed the contents of this Certificate and has met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as authorized officer or representative of the Builder and he or she will have no personal liability arising from or relating to this Letter of Representations.

TAYLOR MORRISON OF CALIFORNIA, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT E

CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

LETTER OF REPRESENTATIONS OF
TH EAST RANCH LLC

_____, 2026

In connection with the issuance and sale of the above-captioned bonds (the "**Bonds**"), and pursuant to Section 4(d)(13) of the Bond Purchase Agreement (the "**Bond Purchase Agreement**") to be executed by and between City of Dublin (the "**City**"), for and on behalf of the City of Dublin Community Facilities No. 2023-1 (East Ranch) (the "**District**"), and Piper Sandler & Co. (the "**Underwriter**"), TH East Ranch LLC, a California limited liability company (the "**Builder**"), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of TH East Ranch LLC (the "**Letter of Representations**"); (ii) to execute and deliver the Continuing Disclosure Certificate (TH East Ranch LLC) to be executed by the Builder prior to the Closing (the "**Trumark Continuing Disclosure Certificate**"); and (iii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within the District is owned by, or under option to, the Builder (herein, the "**Property**"). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. The Builder has, or will have prior to the Closing, duly authorized the execution and delivery of the Trumark Continuing Disclosure Certificate at the Closing and the performance by the Builder of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,[1] (a) the Builder and its Relevant Entities[2] are not in breach of or in default under any

[1] "**Actual Knowledge of the Undersigned**" means the actual (as opposed to constructive) knowledge that the individual signing on behalf of the Builder currently has as of the date of this Letter of Representations or has obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Relevant Entities as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder's current business and operations. Officers and employees no longer working for the Builder or its Relevant Entities have not been contacted.

[2] "**Relevant Entities**" means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information,

applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the "**Material Agreements**") to which the Builder or its Relevant Entities are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Relevant Entities that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Relevant Entities is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Relevant Entity of the Builder (with proper service of process to such Relevant Entity having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Relevant Entity which, if successful, is reasonably likely to materially and adversely affect the Builder's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) as set forth under the captions entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Trumark" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Arroyo Land Bank" (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder's development plans with respect to the Property and ability to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency; or (b) such Person's assets or funds that would materially affect the Builder's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency). "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

8. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Relevant Entity in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Taxes for the District pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Relevant Entities, the City, and/or the District or to which the Builder or its Relevant Entities is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for ad valorem tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any ad valorem property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

11. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement, including under the captions "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Trumark" and "OWNERSHIP OF PROPERTY WITHIN THE

DISTRICT—Arroyo Land Bank," the Builder currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency. However, neither the Builder nor its Relevant Entities are obligated to make any additional capital contribution or loan to the Builder at any time, and the Builder reserves the right to change its development plan and financing plan for the Property at any time without notice, and there is no recourse against the Builder for failure to pay Special Taxes other than the filing of a foreclosure action against the delinquent Property.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "**Indemnified Party**" and together, the "**Indemnified Parties**"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "**Claims**") incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 6 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified

Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, affect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) shall occur which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Builder, the undersigned has reviewed the contents of this Certificate and has met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as authorized officer or representative of the Builder and he or she will have no personal liability arising from or relating to this Letter of Representations.

TH EAST RANCH LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT F

CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

CLOSING CERTIFICATE OF _____

Dated: _____, 2026

In connection with the issuance and sale of the above-captioned bonds (the "**Bonds**"), and pursuant to Section 4(d)[(13)][(14)] of the Bond Purchase Agreement (the "**Bond Purchase Agreement**") to be executed by and between City of Dublin (the "**City**"), for and on behalf of the City of Dublin Community Facilities No. 2023-1 (East Ranch) (the "**District**"), and Piper Sandler & Co. (the "**Underwriter**"), _____, a _____ (the "**Builder**"), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Letter of Representations of _____, executed by the Builder and dated _____, 2026 (the "**Letter of Representations**"), delivered by the Builder.

1. The undersigned is duly authorized to execute this Closing Certificate (the "**Closing Certificate**") on behalf of the Builder.

2. [The Builder is duly authorized to execute, deliver and perform its obligations under a Builder Continuing Disclosure Certificate.]

3. [The Builder has duly executed and delivered the Builder Continuing Disclosure Certificate.]

4. The Builder has received the final Official Statement relating to the Bonds, dated _____, 2026 (the "**Official Statement**"). To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement which has materially and adversely affected or is reasonably expected to materially and adversely affect the statements and information described in Paragraph [6][7] of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph [6][7] of the Letter of Representations) relating to the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entities (including, if material to the Builder's development plan or the Builder's financing plan, loans of such Relevant Entities) that, if not disclosed in the Official Statement for the purposes for which it is to be used , would make such statements and information contained in the Official Statement materially misleading.

5. To the Actual Knowledge of the Undersigned, the representations and warranties made by the Builder in the Letter of Representations are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the Letter of Representations shall be deemed references to the Official Statement.

6. For the period through 25 days after the "**end of the underwriting period**" as defined in the Bond Purchase Agreement to mean the Closing Date, if any event relating to or affecting the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Affiliates of the Relevant Entities (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information under the section[s] of the Preliminary Official Statement indicated in Paragraph 7 of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph 7 of the Letter of Representations) not misleading in the light of the circumstances under which they were made, the Builder shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The undersigned has executed this Closing Certificate solely in his or her capacity as authorized representatives of the Builder and he or she will have no personal liability arising from or relating to this Closing Certificate.

_____,

a _____

By: _____

Name: _____

Title: _____

PRELIMINARY OFFICIAL STATEMENT DATED [OCTOBER 7], 2026

NEW ISSUE-FULL BOOK ENTRY **NOT RATED**

In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

$40,000,000*
CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

Dated: Date of Delivery **Due: September 1, as shown below**

The bonds captioned above (the "Bonds"), are being issued by the City of Dublin (the "City") by and through its Community Facilities District No. 2023-1 (East Ranch) (the "District"). The Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of October 1, 2026 (the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are being issued to (i) construct and acquire certain facilities authorized for the District, (ii) fund capitalized interest on a portion of the Bonds through and including September 1, 2027, (iii) fund a debt service reserve fund for the Bonds, and (iv) pay costs of issuance of the Bonds. Interest on the Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2027. See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the Bonds from proceeds of the Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

The District was formed in 2023 and the Bonds are the first and only series expected to be issued. Taxable property in the District is known as the "Francis Ranch" master planned community, and is being developed by merchant homebuilders Trumark and Taylor Morrison into 555 single-family residential units. Construction and sales activities are well-underway, with 195 of the planned 555 homes sold and closed to individual homeowners as of August 14, 2026 and additional home closings since that time. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

The Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS — Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF ALAMEDA, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall LLP, San Mateo, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall LLP, as Disclosure Counsel and Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the Bonds will be available for delivery to DTC on or about October 29, 2026.*

[Piper logo]

The date of this Official Statement is _____, 2026.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† (_____)

$_____ _____% Term Bond Due September 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2026 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

CITY OF DUBLIN, CALIFORNIA

City Council
Sherry Hu, *Mayor*
Jean Josey, *Vice Mayor*
Michael McCorriston, *Councilmember (District 1)*
John Morada, *Councilmember (District 3)*
Kashef Qaadri, *Councilmember*

City Staff
Colleen Tribby, *City Manager*
Jeff Baker, *Assistant City Manager*
Hazel Wetherford, *Assistant City Manager*
Jay Baksa, *Finance Director*
Marsha Moore, MMC, *City Clerk*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel
Jones Hall LLP
San Mateo, California

Municipal Advisor
Fieldman, Rolapp & Associates, Inc.
San Francisco, California

Special Tax Consultant
Goodwin Consulting Group, Inc.
Sacramento, California

Appraiser
Integra Realty Resources
San Francisco, California

Pricing Consultant
RCLCO Real Estate Consulting
Los Angeles, California

Fiscal Agent
U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District or the City, in any press release and in any oral statement made with the approval of an authorized officer of the District or the City, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions may identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof. All summaries of the Fiscal Agent Agreement or other documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains an Internet website, but the information on that website is not incorporated in this Official Statement.

TABLE OF CONTENTS

Page

INTRODUCTION 1
SOURCES AND USES OF FUNDS 6
THE BONDS 7
- Authority for Issuance 7
- Description of the Bonds 7
- Redemption* 8
- Transfer or Exchange of Bonds 11

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS 12
- Special Taxes 12
- Special Tax Methodology 13
- Levy of Annual Special Tax; Maximum Special Tax 14
- Special Tax Fund 15
- Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure 16
- Reserve Fund 18
- Improvement Fund 19
- No Additional Bonds, Except for Refunding 19

DEBT SERVICE SCHEDULE 20
THE DISTRICT 21
- Location and Description of the District and the Immediate Area 21
- Environmental Matters 23
- Development in the District 23

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT 24
- Current Ownership 24
- Trumark 24
- Arroyo Land Bank 29
- Taylor Morrison 29
- Taylor Morrison's Land Bank Arrangement 30

VALUE OF PROPERTY WITHIN THE DISTRICT 33
- Assessed Valuations 33
- The Appraisal 33
- Value to Special Tax Burden Ratios 37

Page

- Overlapping Liens and Priority of Lien 41
- Estimated Tax Burden on Single-Family Home 43
- Special Tax Collections; No Teeter Plan 45

SPECIAL RISK FACTORS 46
- Limited Obligation of the City to Pay Debt Service 46
- Concentration of Ownership 46
- Appraised Values 46
- Property Values and Property Development 47
- Property Values and Property Development 50
- FDIC/Federal Government Interests in Properties 51
- Bankruptcy and Foreclosure Delays 52
- Parity Taxes and Special Assessments; Private Debt 53
- Tax Delinquencies 54
- No Acceleration Provisions 55
- Ballot Initiatives 55
- Voter Initiatives 55
- Pandemic Diseases 56
- Cyber Security 56
- Potential Early Redemption of Bonds from Prepayments 57

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS 57
CONTINUING DISCLOSURE 58
- The City 58
- Trumark 58

UNDERWRITING 59
MUNICIPAL ADVISOR 59
LEGAL OPINION 59
TAX MATTERS 59
NO RATINGS 61
NO LITIGATION 61
PROFESSIONAL FEES 61
EXECUTION 61

APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
APPENDIX B – THE APPRAISAL
APPENDIX C – THE CITY OF DUBLIN AND ALAMEDA COUNTY
APPENDIX D – FORM OF OPINION OF BOND COUNSEL
APPENDIX E – FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS
APPENDIX F – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT
APPENDIX G – PRICE POINT STUDY
APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM

OFFICIAL STATEMENT

$40,000,000*
CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS
SERIES 2026

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Dublin (the "**City**") by and through its Community Facilities District No. 2023-1 (East Ranch) (the "**District**") of the bonds captioned above (the "**Bonds**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the East Bay region of the San Francisco Bay Area, within the Amador Valley portion of the Tri-Valley (comprising San Ramon Valley, Amador Valley and Livermore Valley) area of southern Alameda County (the "**County**"). The City lies approximately 35 miles east of the City of San Francisco. Access to San Francisco is provided by the San Francisco Bay Bridge. For additional information on the City and the County, see APPENDIX C.

The District. On October 17, 2023, the City Council (the "**City Council**") of the City adopted Resolution No. 111-23 (the "**Resolution of Intention**"), stating its intention to form the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "**Act**"). On December 5, 2023, the City Council adopted Resolution No. 121-23 (the "**Resolution of Formation**") to form the District, to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District. The City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed $67,000,000.

* Preliminary; subject to change.

Authority for Issuance of the Bonds. The Bonds are issued pursuant to the Act, a resolution adopted by the City Council on [October 6], 2026 (the "**Resolution of Issuance**") and a Fiscal Agent Agreement dated as of October 1, 2026 (the "**Fiscal Agent Agreement**") between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

Bond Terms. The Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2027. The Bonds will be issued without coupons in denominations of $5,000 or any integral multiple thereof.

Registration of Ownership of Bonds. The Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds. Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Use of Proceeds. Proceeds of the Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the "**Improvements,**" as described herein) as part of the development being undertaken by the merchant builders described below. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District and the surrounding area, as well as park and open space improvements. Proceeds of the Bonds will also be used to fund a debt service reserve fund for the Bonds, fund capitalized interest on a portion of the Bonds through and including September 1, 2027, and pay costs of issuance.

Development in the District; Merchant Builders and Land Banks. Taxable property in the District is known as the "Francis Ranch" master planned community, and is being developed by merchant homebuilders TH East Ranch Dublin LLC, a California limited liability company ("**Trumark**") and Taylor Morrison of California, LLC, a California limited liability company ("**Taylor Morrison**" and together with Trumark, the "**Merchant Builders**") into 555 single-family residential units. Trumark is developing 385 taxable parcels into single-family homes in 4 neighborhoods (Azure, Jasmine, Marigold and Orchid). Taylor Morrison is developing the remaining 170 taxable parcels into single-family homes in 2 neighborhoods (Primrose and Larkspur). Of the 555 total planned taxable homes/lots in the District, 504 received a final map as of August 14, 2026. The final map for neighborhood 6 (51) lots is expected by [the end of 2026]. *There are an additional 18 lots being developed by Trumark as below-market rate (BMR) housing units, which are not subject to the Special Tax and do not constitute security for the Bonds.*

In connection with its development activities in the District, Trumark has entered into a land-banking arrangement with Arroyo Cap IV 3, LLC, a Delaware limited liability company (the "**Arroyo Land Bank**"), pursuant to which Trumark has the option, but not the obligation, to take-down lots from the Arroyo Land Bank pursuant to a pre-arranged take-down schedule. While lots

are under option to be taken down by Trumark, Trumark remains responsible for paying all property taxes on the optioned property, including the Special Taxes.

In connection with its development activities in the District, Taylor Morrison has entered into a land-banking arrangement with KL LB BUY4 LLC, a Delaware limited liability company (the "**KL Land Bank**"), pursuant to which Taylor Morrison has the option, but not the obligation, to take-down lots from the KL Land Bank pursuant to a pre-arranged take-down schedule. While lots are under option to be taken down by Taylor Morrison, Taylor Morrison remains responsible for paying all property taxes on the optioned property, including the Special Taxes.

Construction and sales activities in the District are well-underway by both Trumark and Taylor Morrison. A summary of development as of August 14, 2026 is set forth in the following table. For additional details. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

Status of Development in the District
(555 Taxable Units)[(1)]
As of August 14, 2026

Product Line - Trumark	Total Units[(1)]	Sold and closed to individuals	Completed Homes Not Yet Closed[(4)]	Under construction	Finished Lots Remaining
Azure	96	53	3	40	0
Jasmine	96	12	5	11	68
Marigold	94	30	3	30	31
Orchid	99	27	3	47	22
Total – Trumark[(2)]	***385***	***122***	***14***	***128***	***121***
Product Line – Taylor Morrison					
Primrose	85	41	9	20	15
Larkspur	85	32	1	34	18
Total – Taylor Morrison[(3)]	***170***	***73***	***10***	***54***	***33***
Grand Total	***555***	***195***	***24***	***182***	***154***

(1) Excludes the 18 parcels being developed by Trumark as below-market rate (BMR) housing units, which are not subject to the Special Tax and do not constitute security for the Bonds.
(2) Includes lots owned by, or under option to, Trumark. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT - Trumark" for a discussion of the Arroyo Land Bank and the most recent status of development within the District for the property owned by or under option to Trumark.
(3) Includes (i) lots owned by, or under option to, Taylor Morrison and (ii) lots (one in Primrose and one in Larkspur) that were sold to the Model Home Company. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT - Taylor Morrison" for a discussion of the KL Land Bank and the Model Home Company and the most recent status of development for such property.
(4) Includes model homes.
Source: Merchant Builders.

Security and Source of Payment of the Bonds. As security for the payment of the Bonds, a special tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for the District (the "**Rate and Method**"). The Rate and Method is set forth in its entirety in APPENDIX A hereto. Pursuant to the Rate and Method, a "Facilities Special Tax" will be levied and collected until all special tax bonds for the District have been repaid; provided, that in no event shall the Facilities Special Tax be levied after Fiscal Year 2063-64. *Pursuant to the Rate and Method, a "Services Special Tax" is also levied on taxable property within the District to pay for authorized services. Only the*

*"Facilities Special Tax" is pledged to the payment of the Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Rate and Method*. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology."

The Bonds are payable from the "***Special Tax Revenues***," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of Priority Administrative Expenses, but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. As defined in the Fiscal Agent Agreement, **"*Priority Administrative Expenses*"** means for each Fiscal Year the sum of (i) $25,000 in Fiscal Year 2026-27, escalating at 2% per Fiscal Year thereafter, plus (ii) the administration charge of the County (currently at 1.7%).

The Special Taxes represent liens on the parcels of land subject to the Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

No Additional Bonds, Except for Refunding. In the Fiscal Agent Agreement, the City covenants not to issue additional special tax bonds payable from the Special Tax Revenues equally and ratably with the Bonds, except to refund all or part of the Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – No Additional Bonds, Except for Refunding."

Reserve Fund. In connection with the issuance of the Bonds, a debt service reserve fund (the "**Reserve Fund**") is being established under the Fiscal Agent Agreement and held by the Fiscal Agent for the benefit of the owners of the Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Reserve Fund." If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the Bonds or supplement the Reserve Fund.

Price Point Study. To ascertain estimated effective tax rates for the 555 taxable parcels developing within the District, the City commissioned RCLCO to conduct a Price Point Study at the time of formation of the District in 2023 and then to provide an updated price point study in connection with the issuance of the Bonds. The Updated Price Point Study dated September 15, 2026 (the "**Price Point Study**") evaluated residential pricing within the "Francis Ranch" development (i.e., the District). The study analyzed both homes sold to date and projected future sales across the development's six residential neighborhoods and concluded that the combined *ad valorem* tax rate and CFD special tax burden is expected to average approximately 1.48% of home values, with individual neighborhoods ranging from 1.47% to 1.49%. Based on current and projected pricing, the study found that the total tax burden remains below the City's 1.58% policy threshold for special tax financing, supporting the issuance of the Bonds. The Price Point Study should be reviewed in its entirety and is attached as "APPENDIX G – PRICE POINT STUDY."

Composite Value of Property. Property in the District is security for the Special Tax. For Fiscal Year 2026-27, 69 taxable parcels had a complete assessed value on the County's property tax roll for Fiscal Year 2026-27, totaling an aggregate $166,295,689. For the remaining 486 taxable parcels in the District, the City authorized the preparation of an appraisal report (the "**Appraisal**") by Integra Realty Resources (the "**Appraiser**"), which sets forth an aggregate value

of $659,346,000, as of August 14, 2026 (the "**Date of Value**"). Accordingly, the estimated composite value of all 555 taxable parcels in the District was $825,641,689 (the "**Composite Value**").

The appraised values assume the Bonds are reimbursing existing completed improvements and accounts for the impact of the lien of the Special Tax and adds the estimated bond amount to the value of property. With respect to the 486 taxable parcels appraised, there were 150 completed single-family homes, for which the Appraiser provided a "not less than value" based on the smallest floorplan constructed within each subdivision appraised. In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the Bonds to reimburse for completed Improvements. The Improvements to be paid for with proceeds of the Bonds are now complete. See "VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal" and APPENDIX B.

The Composite Value of the 555 taxable parcels in the District is approximately 20.64* times the $40,000,000* aggregate principal amount of the Bonds; there is no overlapping land-secured debt. This is an average, and individual parcels may vary widely from the average. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios."

Risks of Investment. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the Bonds.

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the Bonds is a general debt, liability or obligation of the City. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the offices of the Fiscal Agent or the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither

* Preliminary; subject to change.

delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the Bonds follows:

Estimated Sources of Funds:	
Principal Amount of Bonds	$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	$
Estimated Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to Reserve Fund[(1)]	
Deposit to Capitalized Interest Fund[(2)]	
Costs of Issuance[(3)]	
Total	$

(1) Equal to the initial Reserve Requirement for the Bonds.
(2) Capitalized interest is being funded on a portion of the Bonds through September 1, 2027.
(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, price point consultant, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On October 17, 2023, the City Council of the City adopted a Resolution of Intention, stating its intention to form the District under the Act, to form the District, to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District. On December 5, 2023, the City Council of the adopted the Resolution of Formation. The City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed $67,000,000.

The Bonds represent the first series of special tax bonds issued under the bond authorization for the District and additional parity bonds are only permitted for refunding purposes.

Description of the Bonds

Bond Terms. The Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The Bonds are being issued in the denomination of $5,000 or any integral multiple thereof.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2027. The principal of the Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal designated corporate trust office of the Fiscal Agent in San Francisco, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Calculation and Payment of Interest. Interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent

at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

Redemption Dates	Redemption Price
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective Owners of any Bonds designated for redemption, at

their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and bond number of each Bond to be redeemed or will state that all Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called in part the principal amount thereof to be redeemed, and will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the City will select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate that results in relatively uniform debt service. Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption are deposited in the Bond Fund, such Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond or Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds are payable from and secured by the "**Special Tax Revenues**," which is defined as proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a Priority Administrative Expenses. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and Special Tax Fund, until disbursed as provided herein are pledged to secure the repayment of the Bonds. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement. As defined in the Fiscal Agent Agreement, "***Priority Administrative Expenses***" means for each Fiscal Year the sum of (i) $25,000 in Fiscal Year 2026-27, escalating at 2% per Fiscal Year thereafter, plus (ii) the administration charge of the County (currently at 1.7%).

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Rate and Method administered by Goodwin Consulting Group, Inc. (the "**Special Tax Administrator**") and set forth in APPENDIX A hereto. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Rate and Method approved by the City. See "Special Tax Methodology" below and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth in the Rate and Method. Under the Rate and Method, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Rate and Method apportions the Annual Facilities Costs (as defined in the Rate and Method and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Rate and Method. See "Special Tax

Methodology" below. See also "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City may levy the Special Tax up to the amount of the "Maximum Facilities Special Tax" set forth in the Rate and Method, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Facilities Special Tax Requirement (as defined below). Because each Special Tax levy is limited to the Maximum Facilities Special Tax rates authorized as set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See "SPECIAL RISK FACTORS – Tax Delinquencies" herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Rate and Method.

Pursuant to the Rate and Method, a "Facilities Special Tax" will be levied and collected until all special tax bonds for the District have been repaid; provided, that in no event shall the Facilities Special Tax be levied after Fiscal Year 2063-64. *Pursuant to the Rate and Method, a "Services Special Tax" is also levied on taxable property within the District to pay for authorized services. Only the "Facilities Special Tax" is pledged to the payment of the Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Rate and Method*.

Determination of Facilities Special Tax Requirement. Each year, the City will determine the Facilities Special Tax Requirement for the District for the upcoming Fiscal Year. The "**Facilities Special Tax Requirement**" defined in the Rate and Method includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues): (i) to pay principal and interest on Bonds; (ii) to replenish reserve funds; (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (iv) to pay Administrative Expenses, and (v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Facilities Special Taxes levied on Final Map Property or Undeveloped Property.

The Facilities Special Tax Requirement is the basis for the amount of Special Tax to be levied each Fiscal Year within the District. In no event may the City levy a Special Tax in any year above the Maximum Facilities Special Tax identified for each parcel in the Rate and Method.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private

residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "SPECIAL RISK FACTORS."

Duration of the Facilities Special Tax. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until all special tax bonds for the District have been repaid; provided, that in no event shall the Facilities Special Tax be levied after Fiscal Year 2063-64.

Prepayment of the Facilities Special Tax. The Rate and Method provides that the Facilities Special Tax obligation applicable to a parcel may be prepaid and the obligation of the parcel to pay the Facilities Special Tax permanently satisfied, provided that there are no delinquent Special Taxes with respect to the parcel at the time of prepayment. An owner of a parcel intending to prepay the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes. The prepayment amount is calculated pursuant to the formula set forth in the Rate and Method and generally consists of the Bond Redemption Amount, Remaining Facilities Amount, Redemption Premium, Defeasance Requirement, and Administrative Fees and Expenses, less any applicable Reserve Fund Credit, all as more particularly described in the Rate and Method set forth in APPENDIX A.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Rate and Method.

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method.

The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in the District to total the Facilities Special Tax Requirement, as described above. The Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel according to a priority: first, all "Developed Parcels" in the District receive a levy, if additional amounts are needed, a levy is made against each "Parcel of Final Map Property" in the District, then each "Undeveloped Parcel" in the District. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to June 1 of the preceding Fiscal Year. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The Maximum Special Tax for developed property, final map property, and undeveloped property for fiscal year 2026-27 is provided in the table below. For additional details, see APPENDIX A.

City of Dublin
Community Facilities District No. 2023-1
Facilities Special Tax Rates
For Fiscal Year 2026-27[(1)]

	Developed Property				Final Map Property		Undeveloped Property	
Tax Zone	**Single Family**		**Other Property**		**SFD Lot**			
Tax Zone 1	$6,208	per Unit	$30,500	per Acre	$6,208	per SFD Lot	$30,500	per Acre
Tax Zone 2	$4,882	per Unit	$38,133	per Acre	$4,882	per SFD Lot	$38,133	per Acre
Tax Zone 3	$4,669	per Unit	$30,434	per Acre	$4,669	per SFD Lot	$30,434	per Acre
Tax Zone 4	$3,980	per Unit	$35,056	per Acre	$3,980	per SFD Lot	$35,056	per Acre
Tax Zone 5	$3,502	per Unit	$40,201	per Acre	$3,502	per SFD Lot	$40,201	per Acre
Tax Zone 6	$2,122	per Unit	$40,722	per Acre	$2,122	per SFD Lot	$40,722	per Acre

(1) On July 1 each fiscal year, the figures shown in the table above shall be increased by two percent of the amount in effect for the prior fiscal year.
Source: Goodwin Consulting Group, Inc.

The Special Tax is authorized to be levied annually in an amount not to exceed the Maximum Annual Facilities Special Tax levy as described in the Rate and Method notwithstanding that a lower amount would be sufficient to pay debt service on the Bonds. The Rate and Method provides a mechanism whereby the City may utilize excess Special Tax collected as the pay-as-you-go component available to pay for and/or reimburse developers for City acquisition of Improvements not funded by proceeds of bonds issued for the District. Proceeds of the annual Special Tax levy will first be used to pay the Facilities Special Tax Requirement other than pay-as-you-go expenditures. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" above. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" for a copy of the Rate and Method.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenues, if any, as described below, which amounts are not pledged to the Bonds. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms of the Fiscal Agent Agreement, but no later than 10 Business Days after such receipt or transfer, the Finance Director shall withdraw from the Special Tax Fund and transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement with respect to each series

of Bonds. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the Alameda County Superior Court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following paragraph. The Finance Director shall notify the City Attorney of any such delinquency of which the Finance Director is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings in such manner and upon such timing as advised by legal counsel, taking into account the amounts delinquent, the estimate cost of legal proceedings, the status of Special Tax collections and available debt service reserves.

On or about June 30 of each Fiscal Year, the Finance Director shall compare the amount of Special Taxes theretofore levied in the District to the amount of Special Tax Revenues theretofore received by the City, and:

- *Individual Delinquencies* if the Finance Director determines that any single parcel subject to the Special Tax in the District is delinquent in the payment of Special Taxes for two or more years, then the Finance Director shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 45 days of such determination, and, if the delinquency remains uncured, foreclosure proceedings shall be commenced by the City within 90 days of such determination; and

- *Aggregate Delinquencies* if the Finance Director determines that the total amount of delinquent Special Taxes for the entire District (including the total of delinquencies under subsection above), exceeds five percent (5%) of the total Special Taxes levied on all parcels in the District for the Fiscal Year ending on such June 30, the Finance Director shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and a demand for immediate payment of the delinquency) within 45 days of such determination, and shall commence foreclosure proceedings within 90 days of such determination against each parcel of land in the District for which a Special Tax delinquency remains uncured.

Notwithstanding any of the foregoing, in certain instances the amount of Special Taxes delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the City until there are sufficient Special Tax

delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the cost of such foreclosure proceedings.

Notwithstanding the foregoing, the City may determine not to initiate foreclosure proceedings if (a) the amount in the Reserve Fund is equal to the Reserve Requirement, and (b) there have been no defaults in the payment of debt service on the Bonds.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Rate and Method, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption "–Special Tax Methodology" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Overlapping Liens and Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is

entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Reserve Fund

In connection with the issuance of the Bonds, the Reserve Fund is being established under the Fiscal Agent Agreement, to be held by the Fiscal Agent for the benefit of the Bonds. Upon delivery of the Bonds, the Fiscal Agent will deposit an amount of the proceeds into the Reserve Fund so that the amount therein equals the "**Reserve Requirement**," which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the Bonds; (ii) Maximum Annual Debt Service on the Bonds; and (iii) 10% of the original principal amount of the Bonds (or, if the Bonds have more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the Bonds shall not increase after the date of issuance of the Bonds;

(b) in no event shall the City be obligated to deposit an amount in the Reserve Fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to the Bonds by depositing a Qualified Reserve Fund Credit Instrument.

The City has the right to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

"***Qualified Reserve Fund Credit Instrument***" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such

instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Finance Director of the amount of the excess. The Finance Director shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund. Upon completion of the Improvements and payment to the Merchant Builders or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

No Additional Bonds, Except for Refunding

In the Fiscal Agent Agreement, the City covenants not to issue additional special tax bonds payable from the Special Tax Revenues equally and ratably with the Bonds, except that the City may issue bonds to refund all or part of the Bonds.

DEBT SERVICE SCHEDULE

The annual debt service on the Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement and assuming no early redemptions, is set forth below. The Bonds were sized to maintain debt service coverage of at least 110% from Maximum Special Tax Revenues net of Priority Administration, assuming no delinquencies or prepayments thereof.

City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Special Tax Bonds, Series 2026
Debt Service Schedule

Year Ending (Sept. 1)	Principal	Interest	Total
2027[1]			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
2056			
Total			

(1) Interest is being capitalized on a portion of the Bonds through September 1, 2027.
Source: Underwriter.

THE DISTRICT

Location and Description of the District and the Immediate Area

General. The Merchant Builders are developing 555 single family residential homes within the District that will be subject to the Special Tax. Sitework is substantially complete and vertical construction is underway. The project, being marketed as "Francis Ranch," is located both east and west of Croak Road, north of Central Parkway, within the City. The Merchant Builders are offering a total of six different product lines within the community. Trumark is developing 385 taxable parcels into single-family homes in 4 neighborhoods (Azure, Jasmine, Marigold and Orchid). Taylor Morrison is developing the remaining 170 taxable parcels into single-family homes in 2 neighborhoods (Primrose and Larkspur). *There are an additional 18 parcels being developed by Trumark as below-market rate (BMR) housing units, which are not subject to the Special Tax and do not constitute security for the Bonds.*

In addition to the residential units being constructed, the project includes 2 public parks and a 2-acre public/semi-public open space site.

Construction and sales activities in the District are well-underway by both Trumark and Taylor Morrison. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

Map. An aerial overview map showing the boundary of the District is shown on the following page.

[Aerial Overview Map]

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 06001C0329G, with an effective date of August 3, 2009), the developable portions of the Property are located within Flood Zone X (outside of the 500-year floodplains).

Fire Hazard Risk. The property is in a Local Responsibility Area (LRA), meaning the financial responsibility of preventing and suppressing wildfires is primarily the responsibility of a Local agency (City of Dublin). The Fire and Resource Assessment Program of CAL FIRE has classified areas of the District's County by Fire Hazard Severity Zone. The property's area has been classified as a moderate/high area of concern.

Seismic Conditions. All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Earthquake Fault Zoning Act was enacted by the State of California in 1972 to regulate development near active earthquake faults. The Act required the State Geologist to delineate "Earthquake Fault Zones" (formerly known as "Special Studies Zones") along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting. According to information from the California Department of Conservation and the California Geological Survey, the subject is not located within an Alquist-Priolo Special Studies Zone. A portion of subject is located in a liquefaction and landslide zone.

Development in the District

Entitlements. Taxable property in the District encompasses approximately 166 acres, developing into 555 single-family residential homes. Of the 555 total planned homes/lots in the District, 504 received a final map as of August 14, 2026. The final map for the final 51 lots (Village 6) is expected by [the end of 2026].

***Backbone and In-tract Improvements*.** The backbone and in-tract infrastructure required for all 555 homes in the District is substantially complete.

Utilities. All typical urban utility services for finished lots are available at the lots or will be extended to the lots. These utilities include electric power, natural gas, telephone, cable television, water, refuse, and sanitary sewer and storm water facilities. Dublin San Ramon Services District (DSRSD) provides water and sewer service. Pacific Gas & Electric Company (PG&E) provides electricity and natural gas. Local phone and internet services are provided by Xfinity and AT&T.

Planned Development by Merchant Builders. Trumark is developing 4 neighborhoods in the District while Taylor Morrison is developing 2 neighborhoods. A summary of their planned development activities in the District for each Merchant Builder is described herein under "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

The Merchant Builders have provided the information set forth in this section entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." No assurance can be given that all information is complete. There may be material adverse changes to this information after the date of this Official Statement.

No assurance can be given that development of the taxable property within the District will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of the Merchant Builders or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

Current Ownership

As of August 14, 2026, ownership of the taxable parcels in the District consisted of individual homeowners (195 parcels), Trumark / Arroyo Land Bank (263 parcels, combined) and Taylor Morrison / KL Land Bank / Model Home Company (97 parcels, combined). Additional home closings have occurred since such date.

Trumark

General. Four of the six neighborhoods in the District are being developed by TH East Ranch Dublin LLC, a California limited liability company (previously defined as "**Trumark**"). Trumark is a single-purpose entity whose sole member and manager is Trumark Homes LLC, a California limited liability company ("**Trumark Homes**"). Founded in 1988, Trumark Homes and its affiliated entities have developed a broad portfolio of residential communities including single family detached homes, townhomes and master planned communities in California and other western markets. Since its founding, Trumark Homes has developed more than 8,000 residential lots. In February 2020, Daiwa House USA Inc., a wholly owned subsidiary of Osaka, Japan based Daiwa House Industry Co., Ltd., acquired a majority equity interest in Trumark Companies LLC (Trumark Homes' then parent) and Trumark Homes became a subsidiary of Daiwa House USA Inc. Daiwa House Industry Co., Ltd is Japan's largest homebuilder and is a publicly-listed company listed on the Tokyo Stock Exchange and the Osaka Securities Exchange under the ticker symbol "DWAHY."

The Northern California division of Trumark Homes, based in San Ramon, California is responsible for its development in the District.

Floor Plans, Base Pricing and Development Status. The following tables summarize the planned development by Trumark of its 385 units in the District subject to the Special Tax.

Development in the District – Trumark
(385 Taxable Units)[1][2]
Floor Plan Summary
As of August 14, 2026

Product Line	Living Area (SF)	Bedrooms	Bathrooms	Stories	Garage	Typical Lot Size (SF)	Builder's Base Price	Monthly HOA Dues
Azure								$345
Residence 1	3,650	4	5.5	Two	2-Car	5,000	$2,495,000	
Residence 2	3,813	4	5.5	Two	2-Car	5,000	2,585,000	
Residence 3	3,799	4	5.5	Two	2-Car	5,000	2,670,000	
Jasmine								$500
Residence 1 / Townhomes	1,970	4	3.5	Two	2-Car	2,265	$1,150,000	
Residence 2 / Townhomes	2,072	4	3.5	Three	2-Car	2,265	1,190,000	
Residence 1 / Duets	1,921	3	2.5	Two	2-Car	2,265	1,260,000	
Residence 2 / Duets	1,934	3	3.0	Two	2-Car	2,265	1,390,000	
Marigold								$544
Residence 1	2,470	4	3.0	Two	2-Car	3,780	$1,750,000	
Residence 2	2,625	4	3.0	Two	2-Car	3,780	1,840,000	
Residence 3	2,612	4	3.0	Two	2-Car	3,780	1,870,000	
Orchid								$345
Residence 1	4,398	4	5.5	Two	2-Car	6,500	$2,860,000	
Residence 2	4,654	5	5.5	Two	2-Car	6,500	2,895,000	
Residence 3	4,838	5	5 + 2 half	Two	2-Car	6,500	2,975,000	

Product Line	Total Units[1]	Sold and closed to individuals	Completed Homes Not Yet Closed	Under construction	Finished Lots Remaining
Azure – Tax Zone 2	96	53	3	40	0
Jasmine – Tax Zone 6	96	12	5	11	68
Marigold – Tax Zone 5	94	30	3	30	31
Orchid – Tax Zone 1	99	27	3	47	22
Total	***385***	***122***	***14***	***128***	***121***

(1) Includes 124 units/lots owned by the Arroyo Land Bank. There is no guarantee that Trumark will acquire such units as planned.
(2) Excludes the 18 parcels being developed by Trumark as below-market rate (BMR) housing units, which are not subject to the Special Tax and do not constitute security for the Bonds.
Source: Trumark.

As of August 14, 2026, 63 homes subject to the Special Tax within Trumark's portion of the District had been sold to individual homebuyers but had not closed escrow.

Trumark's development expectations described above are based on Trumark's current plans, which may change due to changes in economic and market conditions or other factors. No assurance can be given that land acquisition, home construction and sales will be carried out on the schedule and according to the plans described herein, or that the land acquisition, home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Trumark reserves the right to change its development at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See "SPECIAL RISK FACTORS" for a discussion of risk factors."

Financing Plan. Through August 31, 2026, Trumark had expended approximately $491 million on land acquisition costs, site development costs (inclusive of the cost to acquire the 170 lots subsequently conveyed to Taylor Morrison), permits and impact fees, home construction costs, and other development, marketing and sales costs (exclusive of internal financing repayment, corporate overhead and other carry costs) related to its related to its development in the District. Trumark expects to spend approximately $259 million in additional land acquisition (related to the takedown of lots from the Arroyo Land Bank), site development costs, permit and impact fees, home construction costs, and other development, marketing and sales costs (exclusive of corporate overhead and other carry costs) between September 1, 2026 and full build-out of the residences proposed to be constructed by Trumark in the District.

Trumark expects to use a combination of home sales revenue, proceeds of the Bonds, and borrowings under the Credit Facility (defined below) to complete its development in the District. However, home sales revenues from Trumark's activities in the District are not segregated and set aside for completing its development activities in the District.

As of August 31, 2026, Trumark's parent, Trumark Homes, was a party to a $250 million secured revolving credit facility with Western Alliance Bank (the "**Credit Facility**") which matures in March 2029. The Credit Facility provides working capital and letter of credit capacity. Trumark Homes' obligations under the Credit Facility are secured by liens on substantially all of its personal property and a significant portion of its owned real properties. Not only is the Credit Facility secured by and available to finance the development and construction of homes on the property owned by Trumark within the District, but is also available to finance and be secured by projects under development by other subsidiaries of Trumark Homes. The Credit Facility contains certain covenants, including negative and financial covenants, with which Trumark Homes is required to comply and which may limit the amount Trumark Homes may borrow or have outstanding at any time. As of August 31, 2026, Trumark Homes satisfied the conditions that would allow it to borrow up to $236 million, of which $156 million in borrowings was outstanding, leaving $80 million available under the Credit Facility to be drawn as of such date. Trumark Homes' ability to renew the Credit Facility in the future is dependent upon a number of factors including the state of the commercial lending environment, the willingness of banks to lend to homebuilders and Trumark Homes' financial condition and strength.

Although Trumark expects to have sufficient funds available to complete its development in the District as described in this Official Statement, no assurance can be given that amounts necessary to fund the remaining development costs will be available to Trumark when needed. Neither Trumark, nor other entity or person is under any legal obligation of any kind to expend funds for the development of and construction of homes on Trumark's property in the District. Any contributions by Trumark or any other entity or person to fund the costs of such development are entirely voluntary. Trumark has no legal obligation to Bond Owners to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes.

If and to the extent the aforementioned sources of funds are inadequate to pay the costs to complete the planned development by Trumark within the District and other financing is not put into place, there could be a shortfall in the funds required to complete the remaining planned development by Trumark or to pay ad valorem property taxes or Special Taxes related to Trumark's property in the District and the remaining portions of such development may not be completed. Many factors beyond Trumark's control, or a decision by Trumark to alter its current plans, may cause the actual sources and uses to differ from the projections.

Trumark's Land Bank Arrangement. In connection with its development activities in the District, Trumark and Arroyo Cap IV-3 LLC (previously defined as the "**Arroyo Land Bank**") entered into an Option Agreement, dated September 28, 2023 (as amended, the "**Arroyo Option Agreement**") whereby Trumark has the option, but not the obligation, to purchase 488 residential lots within the District from (the "**Arroyo Land Bank Lots**") pursuant to a takedown schedule. The Arroyo Land Bank Lots include the 18 lots being developed by Trumark as below-market rate (BMR) housing units, which are not subject to the Special Tax and do not constitute security for the Bonds and lots being developed by Taylor Morrison, all of which have been taken down and conveyed to Taylor Morrison.

In addition to and concurrent with the Arroyo Option Agreement, Trumark Construction Services, Inc. (the "**Contractor**"), an affiliate of Trumark, and the Arroyo Land Bank entered into a Construction Agreement (the "**Arroyo Construction Agreement**"), whereby the Arroyo Land Bank engaged the Contractor to construct improvements on and for the benefit of the Arroyo Land Bank Lots necessary to bring the lots into finished lot condition and reimburse the Contractor for such development costs up to a guaranteed maximum aggregate contract amount.

Under the Arroyo Construction Agreement, the Contractor has agreed to use commercially reasonable efforts to construct all of the on-site and off-site improvements and obtain the requisite governmental permits and approvals necessary to construct homes on the Arroyo Land Bank Lots pursuant to a construction schedule and the Arroyo Land Bank has agreed to reimburse the Contractor for such development costs up to a guaranteed maximum aggregate contract amount. As of August 14, 2026, Other than in-tract landscaping, common area parks, all of the work required by the Arroyo Construction Agreement is substantially complete.

As of August 14, 2026, Trumark had acquired 358 of the 488 Arroyo Land Bank Lots, with the remaining 130 Arroyo Land Bank Lots (inclusive of six lots being developed by Trumark as below-market rate (BMR) housing units, which are not subject to the Special Tax and do not constitute security for the Bonds) expected to be acquired by Trumark in five takedowns through August 31, 2027. There is no guarantee that the remaining 130 Arroyo Land Bank Lots will be acquired by Trumark as planned.

The following table reflects Trumark's expected schedule for acquiring the remaining 130 Arroyo Land Bank Lots:

Projected Remaining Unit Takedown Schedule
Arroyo Option Agreement
(As of August 14, 2026)

Takedown Date [1]	*Construction Phases*	*Units Scheduled to be Acquired*[2]
10/31/26	Phases 25-27	28
01/31/27	Phases 28-30	34
04/30/27	Phases 31-33	27
07/31/27	Phases 34-36	20
08/31/27	Phases 37-39	21
		130

(1) Takedown date is the last calendar day of the month.
(2) Includes six (6) parcels being developed by Trumark as below-market rate (BMR) housing units, which are not subject to the Special Tax and do not constitute security for the Bonds.
Source: Trumark.

To Trumark's actual knowledge, it is not in default under the Arroyo Option Agreement. However, there is no guarantee that Trumark will acquire the remaining units from the Arroyo Land Bank as planned.

Under the terms of the Arroyo Option Agreement, the Arroyo Land Bank agreed to provide Trumark the exclusive right and option to purchase all 488 residential units comprising the Arroyo Land Bank Lots in consideration for (a) an initial option payment, which payment has been made to the Arroyo Land Bank; (b) the covenants of Trumark to timely pay the option payments under the Arroyo Option Agreement on a monthly basis in arrears; and (c) upon exercise of the option, the payment of the purchase price for each set of units acquired.

In addition, pursuant to the Arroyo Option Agreement and with some limitations, the Arroyo Land Bank has granted Trumark a license to enter upon the property to construct homes before it acquires the units from the Arroyo Land Bank. To date, Trumark has obtained building permits for and commenced construction of homes on lots owned by the Arroyo Land Bank and Trumark's plan is to continue to obtain building permits for and commence home construction on some or all of the remaining units prior to acquiring them from the Arroyo Land Bank.

The option under the Arroyo Option Agreement expires on the earlier of (i) the last date permitted for the final takedown specified on the takedown schedule (August 31, 2027) and the expiration of any applicable cure period, or (ii) the date Trumark has acquired all of the Arroyo Land Bank Lots in accordance with the Arroyo Option Agreement. The failure to timely acquire units could result in the termination of the option and Trumark will no longer have a right to purchase any of the remaining units under the Arroyo Option Agreement. The Arroyo Option Agreement does provide Trumark a one-time option to acquire all of the units at once. In the event that Trumark does not exercise its option, the Arroyo Land Bank being an investor only and not a homebuilder, would likely attempt to sell such units to another merchant builder. See the caption "—*The Arroyo Land Bank*" below.

During the term of the Arroyo Option Agreement and the Arroyo Construction Agreement, Trumark is obligated to pay all property taxes and carry-costs related to the Arroyo Land Bank Lots owned by the Arroyo Land Bank, including but not limited to the Special Tax.

Arroyo Land Bank

Arroyo Cap IV 3 LLC (previously defined as the "**Arroyo Land Bank**") is serving as a land bank for Trumark and is not a homebuilder. According to the Arroyo Land Bank, Arroyo Capital was formed in 2016 by Oaktree Capital Management, L.P. and its strategic partners to service the land and lot development needs of U.S. homebuilders through structured lot option arrangements, also known as "land banking." The Arroyo Land Bank's sole member is Arroyo Capital IV, LLC, which is the fourth fund under the Arroyo banner. Arroyo Capital through its subsidiary funds, has committed approximately $4 billion to date, with a total of approximately 108 projects located in Arizona, California, Colorado, Florida, Georgia, Idaho, Indiana, Nevada, New Jersey, North Carolina, Ohio, Oregon, South Carolina, Virginia, Washington and Texas. Arroyo Capital's customers include both publicly-traded builders and larger, well-capitalized privately-held builders. In California, as of September 30, 2026, Arroyo Capital IV through its subsidiary funds, has acquired approximately _____ units in _____ projects, ___ [TO BE PROVIDED BY ARROYO] of which has sold out.

The principals of Arroyo Capital include (i) its President, Jeff Brouelette, a licensed CPA in the state of California (inactive), who founded Strategic Financial Group, LLC, specializing in residential real estate consulting to homebuilders and private equity firms, and previously spent 11 years at Standard Pacific Homes (then CalAtlantic Group, Inc.), serving as Division Controller and then Director of Mergers and Acquisitions and (ii) its Executive VP , Leigh Austin who has 33 years of experience in the for-sale residential sector as a business owner, investor, equity provider, banker and broker and who previously held senior positions at Saybrook Community Capital, KB Home, Community Bank, a Canadian based private equity firm, and Citicorp Real Estate.

Through its subsidiary funds, Arroyo Capital provides capital to public and private homebuilders for residential land acquisition and development. Arroyo Capital is not a developer or a merchant builder.

Taylor Morrison

General. Two of the six neighborhoods in the District are being developed by Taylor Morrison of California, LLC, a California limited liability company (previously defined as "**Taylor Morrison**"). Taylor Morrison is a home-builder whose sole shareholder is Taylor Morrison Services, Inc., a Delaware corporation qualified in California ("**TMSI**"). TMSI is controlled by Taylor Morrison Home Corporation, a Delaware corporation ("**TMHC**"). TMHC was created as a result of the July 2007 merger of two United Kingdom-based, publicly-listed homebuilders, Taylor Woodrow plc and George Wimpey plc, the predecessor entities of which commenced homebuilding operations in the United States in 1936. The subsequent integration of Taylor Woodrow, Inc. and Morrison Homes, Inc. in the U.S. formed TMHC and Monarch Corporation in Canada, respectively. TMHC's principal executive offices are located in Scottsdale, Arizona. On July 24, 2026, Berkshire Hathaway Inc., a publicly traded company ("**Berkshire Hathaway**"), completed its acquisition of TMHC, and TMHC is now a wholly owned subsidiary of Berkshire Hathaway. Following the acquisition, TMHC ceased being a publicly traded company.

Model Home Company. In March 2026, one of the completed models in each of Primrose and Larkspur were sold and closed to VP Parade, LLC, a Delaware limited liability company (the "**Model Home Company**"). The two completed model homes conveyed to the Model Home Company have been leased to Taylor Morrison for model use. During the time

that the Model Home Company is under contract with Taylor Morrison, the taxes on the model homes will be paid by Taylor Morrison. In the tables herein showing the development status of the Taylor Morrison project, the homes sold to the Model Home Company are shown in the Sold and Closed category.

Floor Plans, Base Pricing and Development Status. The following tables summarize the planned development by Taylor Morrison of its 170 parcels in the District.

Development in the District – Taylor Morrison
(170 Taxable Units)
Floor Plan Summary
As of September 15, 2026

Product Line	Living Area (SF)	Bedroom	Bathroom	Stories	Garage	Typical Lot Size (SF)	Builder's Base Price	Monthly HOA Dues
Primrose								N/A
Plan 1	2,605	4	3.0	Two	2-Car	4,500	$2,095,000	
Plan 2	2,742	4	3.0	Two	2-Car	4,500	2,075,000	
Plan 3	2,919	4	3.0	Two	2-Car	4,500	2,345,000	
Larkspur								N/A
Plan 1	3,556	4	3.5	Two	2-Car	5,500	$2,550,000	
Plan 2	3,500	4	3.5	Two	2-Car	5,500	2,550,000	
Plan 3	3,611	4	3.5	Two	2-Car	5,500	2,575,000	

Development in the District – Taylor Morrison
(170 Taxable Units)
Development Status
As of September 15, 2026

Product Line	Total Units	Sold and Closed[2]	Completed Homes Not Yet Closed[1][2]	Under construction[1][3]	Finished Lots Remaining
Primrose	85	49	9	12	15
Larkspur	85	37	9	26	13
Total	***170***	***86***	***18***	***38***	***28***

(1) Includes 9 units in the Primrose Product line and 16 units in the Larkspur Product Line that are in escrow but not yet closed. There can be no guarantee that units in escrow will actually close.
(2) Includes 3 model homes in Primrose and 2 model homes in Larkspur (inclusive of the homes owned by the Model Home Company).
(3) Under construction means any unit with a Building Permit pulled for such unit that is not completed or sold and closed.
Source: Taylor Morrison.

Taylor Morrison's Land Bank Arrangement

Option Agreement. Taylor Morrison assigned its right to acquire the 85 Larkspur lots (herein, the "**TM Option Lots**") to KL LB BUY 4 LLC, a Delaware limited liability company (the "**KL Land Bank**"), who is serving as land bank to Taylor Morrison. On December 18, 2024, the KL Land Bank acquired the TM Option Lots in order to set up a land banking structure.

To facilitate the land banking structure for the TM Option Lots, Taylor Morrison and the KL Land Bank entered into that certain Option Agreement, dated December 18, 2024 (as amended,

the "**TM Option Agreement**") whereby Taylor Morrison has the option, but not the obligation, to purchase the 85 TM Option Lots from the KL Land Bank pursuant to a takedown schedule agreed upon between Taylor Morrison and the KL Land Bank.

General. Pursuant to the TM Option Agreement, Taylor Morrison has the right to enter upon the TM Option Lots for the purpose of, among other things, constructing model homes, dwelling units and related improvements on the TM Option Lots before Taylor Morrison acquires the TM Option Lots from the KL Land Bank.

Taylor Morrison's planned development of the TM Option Lots includes the construction of single-family residential homes and the sale of such homes to individual homebuyers. During the term of the TM Option Agreement, Taylor Morrison is obligated to pay all taxes on the TM Option Lots, including the Special Taxes, and other carrying costs on the TM Option Lots.

Under the terms of the TM Option Agreement, the KL Land Bank agreed to provide Taylor Morrison the exclusive right and option to purchase the TM Option Property in consideration for, among other things, (a) an initial option payment, which payment has been made to the KL Land Bank; (b) the covenants of Taylor Morrison to timely pay the option payments under the TM Option Agreement on a monthly basis in arrears; (c) upon exercise of the option, the payment of the purchase price for each set of lots acquired; (d) one or more true-up payments to ensure the KL Land Bank receives its bargained-for return; and (e) the payment by Taylor Morrison of all property taxes levied against the TM Option Property, including the Special Taxes.

The TM Option Property must be purchased in certain groups, although Taylor Morrison may acquire more lots than scheduled and at earlier times so long as the identified lots are acquired by the applicable takedown date. Under the TM Option Agreement, the TM Option Property must be acquired pursuant to the agreed-upon take-down schedule by the fifth (5th) business day of the indicated month. The take-down schedule is subject to amendment from time to time.

KL Land Bank Takedown Schedule
(As of September 15, 2026)

Acquisition Date	Lots Takedown	Cumulative Takedowns
As of September 15, 2026	60	60
November 2026	12	72
February 2027	12	84
May 2027	1	85
Total	***85***	***85***

Source: Taylor Morrison.

The option under the TM Option Agreement expires on the earlier of (i) the last date permitted for the final takedown specified on the takedown schedule in the TM Option Agreement and the expiration of any applicable cure period, or (ii) the date Taylor Morrison has acquired all of the applicable TM Option Lots in accordance with the TM Option Agreement, or (iii) at the KL Land Bank's option, upon a default by Taylor Morrison. The failure to timely acquire lots under the TM Option Agreement could result in the termination of the option under the TM Option Agreement and Taylor Morrison will no longer have a right to purchase any of the remaining units under the TM Option Agreement.

If Taylor Morrison does not exercise its option on the TM Option Lots or the right to purchase the TM Option Lots expires or is terminated, the KL Land Bank being an investor only and not a homebuilder, would likely attempt to sell such remaining TM Option Lots from the TM Option Agreement to another merchant builder.

Financing Plan. To date, Taylor Morrison has financed its various site development and homebuilding costs within the District through internally generated funds (which may include funding from its parent company and home sales proceeds). However, home sales revenues from Taylor Morrison's activities in the District are not segregated and set aside for completing its development activities in the District.

As of September 1, 2026, Taylor Morrison has spent approximately $196 million on land acquisition, land development, home construction, marketing and sales for its two product lines, and anticipates expending an additional approximately $70 million on land acquisition, land development, home construction, marketing and sales to close out the project.

Although Taylor Morrison expects to have sufficient funds available to complete its development in the District as described in this Official Statement, no assurance can be given that amounts necessary to fund the remaining development costs will be available to Taylor Morrison when needed. Neither Taylor Morrison, nor other entity or person is under any legal obligation of any kind to expend funds for the development of and construction of homes on Taylor Morrison' property in the District. Any contributions by Taylor Morrison or any other entity or person to fund the costs of such development are entirely voluntary. Taylor Morrison has no legal obligation to Bond Owners to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes.

If and to the extent the aforementioned sources of funds are inadequate to pay the costs to complete the planned development by Taylor Morrison within the District and other financing is not put into place, there could be a shortfall in the funds required to complete the remaining planned development by Taylor Morrison or to pay ad valorem property taxes or Special Taxes related to Taylor Morrison's property in the District and the remaining portions of such development may not be completed. Many factors beyond Taylor Morrison's control, or a decision by Taylor Morrison to alter its current plans, may cause the actual sources and uses to differ from the projections.

VALUE OF PROPERTY WITHIN THE DISTRICT

Assessed Valuations

The County assessed valuations are not in all cases reflective of most current development status, as is the case with certain properties in the District. As provided by Article XIII A of the California Constitution, county assessors' assessed values are to reflect market value as of the date the property was last assessed (or 1975, whichever is more recent), increased by a maximum of 2% per year. Properties may be reassessed by the County only upon a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the District thus reflect, for undeveloped parcels, the estimate of the County Assessor (the "**Assessor**") of market value when acquired (or 1975, whichever is later), possibly increased by 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor's estimate of market value as of the time of construction, possibly increased by 2% per year. The actual market value of parcels in the District, if sold at foreclosure, may be higher or lower than the Assessor's assessed values, depending upon the date of the Assessor's most recent assessment. The actual fair market value of any parcel can often be more accurately established through an arms-length sale or an appraisal by an independent appraiser.

Because of the general limitation to 2% per year in increases in full cash value of properties which remain in the same ownership, the County tax roll does not reflect values uniformly proportional to actual market values. No assurance can be given that should a parcel with delinquent Special Taxes be foreclosed and sold for the amount of the delinquency, that any bid will be received for such property, or if a bid is received that such bid will be sufficient to pay such delinquent installments.

The assessed values of taxable property in the District as of the years indicated is set forth in the following table.

Table 1
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
History of Assessed Valuations[(1)]

Fiscal Year	Land Value	Improvement Value	Total Value	Percentage Change
2025-26	$262,400,128	$0	$262,400,128	--
2026-27	327,209,186	191,249,813	518,458,999	97.6%

(1) Per the Alameda County Assessor's tax roll, as of the January 1 lien date for the applicable fiscal year.
Sources: Alameda County Assessor's Office; Goodwin Consulting Group, Inc.

The Appraisal

General. Of the 555 taxable parcels in the District, 69 had a complete assessed valuation for land and improvements on the County's Fiscal Year 2026-27 property tax roll. To obtain a more accurate estimate of value for the remaining 486 taxable parcels in the District, an appraisal was commissioned. Integra Realty Resources, San Francisco, California (the "**Appraiser**") prepared an appraisal report, with a date of value of August 14, 2026 (the "**Appraisal**"), at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in

the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of 154 finished residential lots, 182 homes under construction, and 150 completed single-family homes within the boundaries of the District not currently assessed for a complete improvement value by the Alameda County Assessor. For the 150 completed homes, a "not-less-than" estimate of market value for the smallest floor plan constructed within each subdivision was appraised and assigned to each respective parcel appraised.

Value Estimates. The Appraisal provides a market value, in bulk, of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the market value (based on the hypothetical condition) of all the land in the District. The property appraised excludes property in the District designated for public and quasi-public purposes.

The value estimate for the 486 appraised properties, as of the August 14, 2026 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, is $659,346,000. The Appraisal also notes that the 69 homes in the District with a complete assessed valuation for land and improvements on the County's Fiscal Year 2026-27 property tax roll have a total assessed valuation of $166,295,689. See the following summary.

Table 2
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Summary of Composite Values

Components	No. of Parcels	Value Estimate
Aggregate Value of Appraised Properties[(1)]	486	$659,346,000
Aggregate Value of Existing Homes based on Assessed Value	69	166,295,689
Total Aggregate (Composite Value)	**555**	**$825,641,689**

(1) The appraised properties consist of 154 finished residential lots, 182 homes under construction, and 150 completed single-family homes not currently assessed for a complete improvement value by the Alameda County Assessor. For the completed homes, a not-less-than estimate of market value for the smallest floor plan constructed within each subdivision was appraised and assigned to each respective Assessor's parcel within the District.

Source: Appraisal.

Additional details regarding the 486 taxable units that were appraised are set forth in the following table. This does not include 69 existing homes sold to individuals and that had a completed assessed value as of the date of value.

Table 3
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Detail Regarding Appraised Values

Individual Homeowners	Lots/Homes/ Units	Lot/Home Value	Permits and Fee	Value per Component	Market Value (Rd.)
Completed Homes†					
Azure	45	$2,475,000	--	$2,475,000	$111,375,000
Jasmine	12	1,310,000	--	1,310,000	15,720,000
Marigold	20	1,730,000	--	1,730,000	34,600,000
Orchid	19	2,860,000	--	2,860,000	54,340,000
Primrose	10	1,900,000	--	1,900,000	19,000,000
Larkspur	20	2,400,000	--	2,400,000	48,000,000
Total - Individual Homeowners	**126**				**$283,035,000**
TH East Ranch Dublin, LLC					
Improved Lots					
Jasmine	51	650,000	--	650,000	33,150,000
Marigold	1	780,000	--	780,000	780,000
Homes Under Construction					
Azure	17	$1,040,000	$145,933	$1,186,000	$20,162,000
Jasmine	11	650,000	77,774	728,000	8,008,000
Marigold	20	780,000	142,933	923,000	18,460,000
Orchid	25	1,058,000	149,545	1,208,000	30,200,000
Completed Homes†					
Azure	3	$2,475,000	--	$2,475,000	$7,425,000
Jasmine	5	1,310,000	--	1,310,000	6,550,000
Marigold	3	1,730,000	--	1,730,000	5,190,000
Orchid	3	2,860,000	--	2,860,000	8,580,000
Total - TH East Ranch Dublin, LLC	**139**				**$138,505,000**
Taylor Morrison California, LLC					
Improved Lots					
Primrose	15	$1,034,000	--	$1,034,000	$15,510,000
Larkspur	5	1,046,000	--	1,046,000	5,230,000
Homes Under Construction					
Primrose	20	$1,034,000	$123,418	$1,157,000	$23,140,000
Larkspur	23	1,046,000	131,484	1,177,000	27,071,000
Completed Homes†					
Primrose	9	$1,900,000	--	$1,900,000	$17,100,000
Total - Taylor Morrison California, LLC	**72**				**$88,051,000**
Arroyo Cap IV-3, LLC					
Improved Lots					
Jasmine	17	650,000	--	650,000	11,050,000
Marigold	30	780,000	--	780,000	23,400,000
Orchid	22	1,058,000	--	1,058,000	23,276,000
Homes Under Construction					
Azure	23	$1,040,000	$145,933	$1,186,000	27,278,000
Orchid	22	1,058,000	149,545	1,208,000	26,576,000
Marigold	10	780,000	142,933	923,000	9,230,000
Total – Arroyo Cap IV-3, LLC	**124**				**$120,810,000**
KL LB BUY 4, LLC					
Improved Lots					
Larkspur	13	1,046,000	--	1,046,000	13,598,000
Homes Under Construction					
Larkspur	11	1,046,000	131,484	1,177,000	12,947,000
Completed Homes†					
Larkspur	1	2,400,000	--	2,400,000	2,400,000
Total – KL LB BUY 4, LLC	**25**				**$28,945,000**
Aggregate Market Value, subject to hypothetical condition	**486**				**$659,346,000**

† Represents a not-less-than value
Source: Appraisal.

Hypothetical Condition. The value estimate for the property appraised is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the Bonds would be available to reimburse for improvements already completed. The estimate of market value accounts for the impact of the lien of Special Taxes securing the Bonds.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. See "APPENDIX B – THE APPRAISAL" for a description of certain assumptions made by the Appraiser. Because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser's review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser's opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "– Overlapping Liens and Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Merchant Builders or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Value to Lien Ratios by Development Class and Property Ownership. The Composite Value of all taxable property within the District is $825,641,689. There is currently no overlapping land-secured bonded debt in the District. Consequently, the estimated value of the taxable property within the District is approximately 20.64* times the principal amount of the Bonds. The following table sets forth value-to-lien ratios by ownership and development class, based on the assumptions detailed therein.

Table 4
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Value to Lien Ratios by Development Class and Ownership

Development Class and Property Ownership[1]	Expected Residential Units	FY 2027-28 Maximum Facilities Special Tax	Percent of Maximum Facilities Special Tax	Composite Value[2]	Allocated Bonds[3]*	Value-to-Lien*
Developed Property						
Individual Homeowners	195	$886,837	36.8%	$449,330,689	$14,719,717	30.53
TH East Ranch Dublin, LLC	105	$434,055	18.0%	$116,405,000	$7,204,451	16.16
Arroyo Cap IV-3, LLC	55	$289,551	12.0%	$63,084,000	$4,805,962	13.13
Taylor Morrison California, LLC	54	$236,782	9.8%	$69,403,000	$3,930,109	17.66
KL LB BUY 4, LLC	12	$57,152	2.4%	$15,347,000	$948,616	16.18
Subtotal	421	$1,904,377	79.0%	$713,569,689	$31,608,854	22.57
Final Map Property						
Arroyo Cap IV-3, LLC	52	$246,470	10.2%	$46,676,000	$4,090,906	11.41
Taylor Morrison California, LLC	18	$75,175	3.1%	$18,648,000	$1,247,753	14.95
KL LB BUY 4, LLC	13	$61,915	2.6%	$13,598,000	$1,027,667	13.23
Subtotal	83	$383,560	15.9%	$78,922,000	$6,366,327	12.40
Undeveloped Property						
TH East Ranch Dublin, LLC	34	$82,283	3.4%	$22,100,000	$1,365,736	16.18
Arroyo Cap IV-3, LLC	17	$39,709	1.6%	$11,050,000	$659,083	16.77
Subtotal	51	$121,992	5.1%	$33,150,000	$2,024,819	16.37
Total	**555**	**$2,409,929**	**100.0%**	**$825,641,689**	**$40,000,000**	**20.64**

* *Preliminary; subject to change.*
(1) Development status and property ownership per the Appraisal Report, as of August 14, 2026, the date of value.
(2) Reflects the aggregate value of all taxable parcels, which consists of $166,295,689 in fiscal year 2026-27 assessed value for 69 completed homes and $659,346,000 in appraised value for the balance of the taxable property within the District.
(3) Allocated based on the maximum fiscal year 2027-28 special tax revenues. Does not include overlapping debt from general obligation bonds or tax increment bonds.
Sources: Integra Realty Resources, Inc.; Piper Sandler & Co.; Goodwin Consulting Group, Inc.

Value to Lien Ratios by Property Ownership and Appraisal Status. The Composite Value of all taxable property within the District is $825,641,689. There is currently no overlapping land-secured bonded debt in the District. Consequently, the estimated value of the taxable property within the District is approximately 20.64* times the principal amount of the Bonds. The following table sets forth value-to-lien ratios by development status, based on the assumptions detailed therein.

Table 5
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Value to Lien Ratios by Ownership and Appraisal Status

Property Ownership and Appraisal Status[1]	Expected Residential Units	FY 2027-28 Maximum Facilities Special Tax	Percent of Maximum Facilities Special Tax	Composite Value[2]	Allocated Bonds[3]*	Value-to-Lien*
Individual Homeowners	195	$886,837	36.8%	$449,330,689	$14,719,717	30.53
TH East Ranch Dublin, LLC						
Model Homes	14	$55,475	2.3%	$27,745,000	$920,768	30.13
Homes Under Construction	73	$338,206	14.0%	$76,830,000	$5,613,543	13.69
Finished Lots	52	$122,658	5.1%	$33,930,000	$2,035,876	16.67
Subtotal	139	$516,338	21.4%	$138,505,000	$8,570,187	16.16
Arroyo Cap IV-3, LLC						
Home Under Constructions	55	$289,551	12.0%	$63,084,000	$4,805,962	13.13
Finished Lots	69	$286,178	11.9%	$57,726,000	$4,749,989	12.15
Subtotal	124	$575,729	23.9%	$120,810,000	$9,555,951	12.64
Taylor Morrison California, LLC						
Completed Homes	7	$28,414	1.2%	$13,300,000	$471,613	28.20
Model Homes	2	$8,118	0.3%	$3,800,000	$134,747	28.20
Homes Under Construction	43	$190,725	7.9%	$50,211,000	$3,165,646	15.86
Finished Lots	20	$84,700	3.5%	$20,740,000	$1,405,856	14.75
Subtotal	72	$311,957	12.9%	$88,051,000	$5,177,862	17.01
KL LB BUY 4, LLC						
Model Homes	1	$4,763	0.2%	$2,400,000	$79,051	30.36
Home Under Constructions	11	$52,390	2.2%	$12,947,000	$869,565	14.89
Finished Lots	13	$61,915	2.6%	$13,598,000	$1,027,667	13.23
Subtotal	25	$119,068	4.9%	$28,945,000	$1,976,283	14.65
Totals	**555**	**$2,409,929**	**100.0%**	**$825,641,689**	**$40,000,000**	**20.64**

* *Preliminary; subject to change.*
(1) Based on construction status and property ownership per the Appraisal Report, as of August 14, 2026, the date of value.
(2) Reflects the aggregate value of all taxable parcels, which consists of $166,295,689 in fiscal year 2026-27 assessed value for 69 completed homes and $659,346,000 in appraised value for the balance of the taxable property within the District.
(3) Allocated based on the maximum fiscal year 2027-28 special tax revenues. Does not include overlapping debt from general obligation bonds or tax increment bonds.
Sources: Integra Realty Resources, Inc.; Piper Sandler & Co.; Goodwin Consulting Group, Inc.

Value to Lien Ratios. The Composite Value of all taxable property within the District is $825,641,689. There is currently no overlapping land secured bonded debt in the District. Consequently, the estimated value of the taxable property within the District is approximately 20.64* times the principal amount of the Bonds. The following table sets forth value-to-lien ratio categories, based on the assumptions detailed therein.

Table 6
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Summary of Value-to-Lien Ratios

Value-to-Lien*	Expected Residential Units	Composite Value[(1)]	FY 2027-28 Maximum Facilities Special Tax	Percent of Maximum Facilities Special Tax Revenues	Allocated CFD Bonds[(2)]*	Average Value-to-Lien*
Greater than 30:1	97	$214,095,237	$393,248	16.3%	$6,527,125	32.80
20:1 to 30:1	142	$296,338,452	$630,953	26.2%	$10,472,553	28.30
10:1 to 20:1	316	$315,208,000	$1,385,728	57.5%	$23,000,322	13.70
Less than 10:1	0	$0	$0	0.0%	$0	n/a
Total	**555**	**$825,641,689**	**$2,409,929**	**100.0%**	**$40,000,000**	**20.64**

* *Preliminary; subject to change.*
(1) Reflects the aggregate value of all taxable parcels, which consists of $166,295,689 in fiscal year 2026-27 assessed value for 69 completed homes and $659,346,000 in appraised value for the balance of the taxable property within the District.
(2) Allocated based on the maximum fiscal year 2027-28 special tax revenues. Does not include overlapping debt from general obligation bonds or tax increment bonds.
Sources: Piper Sandler & Co.; Integra Realty Resources, Inc.; Goodwin Consulting Group, Inc.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to various other charges and special taxes, as detailed in the following table.

There can be no assurance that the Merchant Builders, their affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Merchant Builders.

Private liens, such as deeds of trust securing loans obtained by the Developer, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Table 7
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Summary of Overlapping Debt
As of September 1, 2026

2026-27 Assessed Valuation: $518,458,999 (Excludes exempt parcels)

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 9/1/26	
Alameda County General Obligation Bonds	0.116%	$508,563	
Bay Area Rapid Transit District General Obligation Bonds	0.047	1,337,901	
Chabot-Las Positas Community College District General Obligation Bonds	0.276	3,058,635	
Dublin Unified School District General Obligation Bonds	2.019	14,921,122	
City of Dublin Community Facilities District No. 2023-1 East Ranch	**100.000**	**0**	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$19,826,221	
OVERLAPPING GENERAL FUND DEBT:			
Alameda County General Fund Obligations	0.116%	$682,919	
Dublin Unified School District General Fund Obligations	2.019%	469,294	
City of Dublin General Fund Obligations	2.019%	308,527	
TOTAL OVERLAPPING GENERAL FUND DEBT		$1,460,740	
COMBINED TOTAL DEBT		**$21,286,961**	(2)

Ratios to 2026-27 Assessed Valuation:

Direct Debt ($0)	**0.00%**
Total Direct and Overlapping Tax and Assessment Debt	3.82%
Combined Total Debt	4.11%

(1) Excludes Bonds to be sold.
(2) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

Estimated Tax Burden on Single-Family Home

Price Point Study. To ascertain estimated effective tax rates for the 555 taxable parcels developing within the District, the City commissioned RCLCO to conduct a Price Point Study at the time of formation of the District in 2023 and then to provide an updated price point study in connection with the issuance of the Bonds. The Updated Price Point Study dated September 15, 2026 (the "**Price Point Study**") evaluated residential pricing within the "Francis Ranch" development (i.e., the District). The study analyzed both homes sold to date and projected future sales across the development's six residential neighborhoods and concluded that the combined *ad valorem* tax rate and CFD special tax burden is expected to average approximately 1.48% of home values, with individual neighborhoods ranging from 1.47% to 1.49%. Based on current and projected pricing, the study found that the total tax burden remains below the City's 1.58% policy threshold for special tax financing, supporting the issuance of the Bonds. The Price Point Study should be reviewed in its entirety and is attached as "APPENDIX G – PRICE POINT STUDY."

Sample Tax Bill. Based on estimated sales prices for the homes shown in the Price Point Study, the projected overall tax burden for the homes planned for the District will range from approximately 1.46% to 1.49%, as shown in the following table compiled by Goodwin Consulting Group. This is an average and the projected overall tax burden for individual homes will vary from this average.

Table 8
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Projected Overall Tax Burden for Single-Family Residential Parcels

Assumptions		Tax Zone 1	Tax Zone 2	Tax Zone 3	Tax Zone 4	Tax Zone 5	Tax Zone 6
Average Sales Price[1]		$3,192,965	$2,729,125	$2,621,785	$2,330,370	$1,861,467	$1,306,415
Homeowner's Exemption		($7,000)	($7,000)	($7,000)	($7,000)	($7,000)	($7,000)
Net Assessed Value		**$3,185,965**	**$2,722,125**	**$2,614,785**	**$2,323,370**	**$1,854,467**	**$1,299,415**
Ad Valorem Tax Rate[2]	**Rate**						
Countywide Tax	1.0000%	$31,860	$27,221	$26,148	$23,234	$18,545	$12,994
County GO Bond	0.0084%	$268	$229	$220	$195	$156	$109
School Unified	0.1524%	$4,855	$4,149	$3,985	$3,541	$2,826	$1,980
School Comm Coll	0.0389%	$1,239	$1,059	$1,017	$904	$721	$505
1-FLD ZN 7 State Wtr	0.0225%	$717	$612	$588	$523	$417	$292
Bay Area Rapid Transit	0.0152%	$484	$414	$397	$353	$282	$198
Total Ad Valorem Taxes	**1.2374%**	**$39,423**	**$33,684**	**$32,355**	**$28,749**	**$22,947**	**$16,079**
Direct Charges[3]							
Mosq Msr K 1982		$2	$2	$2	$2	$2	$2
VEC Cntrl Msr A 84		$6	$6	$6	$6	$6	$6
SFBRA Measure AA		$12	$12	$12	$12	$12	$12
2019 DUSD Measure E		$96	$96	$96	$96	$96	$96
Fallon VLG GHAD[4]		$1,177	$959	$900	$699	$645	$495
Vector Cntrl Asmt[5]		$7	$7	$7	$7	$7	$7
Mosquito Asmt 2008[5]		$3	$3	$3	$3	$3	$3
Dublin Ranch ST LT		$48	$48	$48	$48	$48	$48
CSA Paramedic[5]		$41	$41	$41	$41	$41	$41
Paramedic Supplement[5]		$10	$10	$10	$10	$10	$10
Haz Waste Program[5]		$7	$7	$7	$7	$7	$7
East Bay Trail LLD[5]		$5	$5	$5	$5	$5	$5
Dublin CFD No. 2023-1 -Services[6]		$360	$360	$360	$360	$360	$360
Dublin CFD No. 2023-1 Facilities[6]		$6,332	$4,979	$4,763	$4,059	$3,572	$2,165
Total Direct Charges		**$8,106**	**$6,535**	**$6,259**	**$5,355**	**$4,814**	**$3,256**
Total Taxes and Direct Charges		**$47,529**	**$40,218**	**$38,615**	**$34,105**	**$27,761**	**$19,335**
Percentage of Average Sales Price		**1.49%**	**1.47%**	**1.47%**	**1.46%**	**1.49%**	**1.48%**

(1) Represents the average sales price as determined in the Price Point Study, as updated on September 15, 2026.
(2) Based on the fiscal year 2025-26 ad valorem tax rates for the tax rate area within the CFD. Ad valorem tax rates are subject to change in future years.
(3) Based on the fiscal year 2025-26 charges identified on the Alameda County issued property tax bills. Charges subject to change in future years. Does not include the $530 DSRSD sewer service charge or the $536 garbage and recycling can charge, both of which are collected on the secured annual tax bill.
(4) Reflects the fiscal year 2026-27 assessment rates, per the GHAD administrator, Francisco & Associates.
(5) Per DPFG tax rate analysis dated September 2, 2026.
(6) Represents the maximum special tax rate for Developed Property for fiscal year 2027-28.

Sources: RCLCO; Alameda County Tax Collector's Office; City of Dublin; Goodwin Consulting Group, Inc.

Special Tax Collections; No Teeter Plan

The following table sets forth the District's annual Special Tax levies since formation together with delinquency information as of August 31, 2026. Fiscal Year 2026-27 special tax delinquency information is not yet available.

It is not anticipated that the County's "Teeter Plan" will be applicable to the Special Taxes levied in the District. The City will only receive the amount of Special Taxes actually collected by the County each year.

Table 9
City of Dublin
Community Facilities District No. 2023-1 (East Ranch)
Delinquency History
(as of August 31, 2026)

Fiscal Year	Facilities Tax Levy	Number of Parcels Delinquent	Amount Delinquent	Percent Delinquent	Date Delinquent
2025-26	$419,645	2	$4,786	1.14%	8/31/26

Sources: Alameda County Tax Collector's Office; Goodwin Consulting Group, Inc.

SPECIAL RISK FACTORS

The purchase of the Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the Bonds. The Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Concentration of Ownership

Land in the District is currently highly concentrated, with the majority of taxable parcels owned by the Merchant Builders, the Arroyo Land Bank, and the KL Land Bank. Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Merchant Builders or any future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District's obligations on the Bonds. For a description of the Merchant Builders, the Arroyo Land Bank and the KL Land Bank, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." In that event, there could be a delay or failure in payments on the Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of certain taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or

to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bond owners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property appraised within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "– Appraised Values" above.

Neither the Underwriter nor the City has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the Bonds in no way implies that the District, the Underwriter, or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the Bonds, prospective purchasers should evaluate the risks of noncompletion.

The Merchant Builders provide no assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. The Merchant Builders have no obligation to the City or to owners of the Bonds to complete the development project being undertaken by them in the District.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area for landslides, floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances

can be given in this regard. Dublin San Ramon Services District (DSRSD) provides water service to homes within the District, not the City.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "– Tax Delinquencies" below.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the FDIC, the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private

entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund established for the Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "Bankruptcy Reform Act") passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term *"ad valorem* taxes."

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to special taxes and other direct charges as shown in the illustrative tax bill included in this Official Statement. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home."

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds. The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. Property owners may also elect to finance improvements to their homes through Property Assessed Clean Energy (PACE) financings, which are secured by assessment district liens. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the Reserve Fund, if available, may be used to pay principal of and interest on the Bonds. If funds in the Reserve Fund for the Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bond holder is given the right for the equal benefit and protection of all Bond holders similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bond holder and will be entitled to exercise all rights and remedies of Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See "– Property Values and Property Development – Land Development" above. See also "– Voter Initiatives" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to

the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 have undergone judicial and legislative scrutiny since their adoption dates. In addition, in the future, certain provisions of Proposition 218 and Proposition 26 may be examined by the courts under both State and federal constitutional law, the outcome of which cannot be predicted.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination

agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within the District, including the Developer and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently

authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

Articles XIIIC and Article XIIID similarly involve limitations on the ability of the State and local governments to impose taxes, fees and charges. See "SPECIAL RISK FACTORS – Voter Initiatives."

CONTINUING DISCLOSURE

The City

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2025-26 fiscal year (due April 1, 2027) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is summarized in "APPENDIX E – FORM OF CONTINUING DISCLOSURE UNDERTAKINGS."

The City and its related entity, the Dublin Financing Authority, have previously entered into continuing disclosure undertakings under the Rule. During the past five years, the City and the Dublin Financing Authority, as applicable, have complied with their continuing disclosure obligations with respect to their bond issuances.

The City has retained Goodwin Consulting Group Inc., as dissemination agent, in connection with entering into its undertaking under the Rule related to the Bonds.

Trumark

Trumark has also covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the property it or its affiliates own, or have under option to acquire from the Arroyo Land Bank, in the District by not later than April 1st and October 1st of each year, beginning with the report due April 1, 2027 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. Trumark's continuing disclosure obligations shall terminate at such time as Trumark owns (or is under option to own) less than 76 taxable parcels in the District or such time as property in the District owned by (or under option to) Trumark is responsible for less than 20% of the Special Tax levy. The obligation ends upon the earlier of (1) Trumark is responsible for less than 20% of the special tax obligation and (2) Trumark owns less than 76 lots/homes.

Trumark's Northern California Division will be responsible for complying with Trumark's developer continuing disclosure requirements. Trumark's Northern California Division has not been subject to any continuing disclosure obligations in the past five years. This is the first known continuing disclosure undertaking by Trumark's Northern California Division.

UNDERWRITING

The Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the Bonds at a price of $_____ (which is equal to the par amount of the Bonds, plus/less an original issue premium/discount of $_____ and less the Underwriter's discount of $_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Fieldman, Rolapp & Associates, Inc., as registered municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the Bonds.

LEGAL OPINION

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Jones Hall LLP, as Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall LLP, as Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion

regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents.

PROFESSIONAL FEES

Fees payable to the City, as issuer of the Bonds, and to certain professionals, including Jones Hall LLP, as Bond Counsel and Disclosure Counsel, Fieldman Rolapp & Associates, as Municipal Advisor, the Fiscal Agent and the Underwriter are contingent upon the issuance of the Bonds.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF DUBLIN

By: _____
Finance Director

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

Special Taxes applicable to each Assessor's Parcel in the City of Dublin Community Facilities District No. 2023-1 (East Ranch) shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Affordable Housing Unit" means any Residential Unit on a Parcel of Developed Property for which a deed restriction has been recorded on title of the property that limits the rental rate or sales price or otherwise restricts the affordability of the Residential Unit or income of its occupants. It is incumbent upon the builder, developer, or property owner to make the Administrator aware of such deed restriction. Residential Units on Welfare Exemption Property shall be categorized as Welfare Exemption Property for purposes of this RMA, not as Affordable Housing Units.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by the CFD.

"Authorized Services" means the public services authorized to be funded, in whole or in part, by the CFD.

"Average Sales Price" means the weighted average sales price for all Residential Units within a particular Tax Zone that have sold within the past 6 months or are expected to sell in a normal marketing environment, and shall not include Affordable Housing Units or Residential Units that are sold at a discount for the purpose of stimulating initial sales activity. The sales price shall include the actual sales price of the Residential Units within the respective Tax Zone that have sold within the past 6 months or are expected to sell in a normal marketing environment including, but not limited to, options, upgrades, and premiums.

"Base Facilities Special Tax" means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 of Section C, as may be adjusted pursuant to Section D herein.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Facilities Special Tax and issued or assumed by the CFD to fund Authorized Facilities.

"Building Permit" means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" means the City of Dublin Community Facilities District No. 2023-1 (East Ranch).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Dublin.

"City Council" means the City Council of the City of Dublin, acting as the legislative body of CFD No. 2023-1.

"County" means the County of Alameda.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption

Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

"Development Class" means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property.

"Exempt Affordable Units Parcel" means the Parcel in the CFD on which all Residential Units are expected to be Affordable Housing Units and, therefore, such Parcel (or Parcels once subdivided) is exempt from the levy of the Special Taxes unless and until Residential Units constructed on such Parcel(s) no longer have a deed restriction making them Affordable Units. The Exempt Affordable Units Parcel is identified in Attachment 1 hereto. Such exemption shall apply to the Parcel once it becomes a stand-alone Assessor's Parcel, whether such Parcel is Developed Property or Undeveloped Property, as defined herein.

"Expected Land Uses" means, for any Tax Zone, the number of Residential Units and the acreage of Other Property expected within the CFD at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

"Expected Maximum Facilities Special Tax Revenues" means the aggregate Facilities Special Tax that can be levied based on application of the Base Facilities Special Tax to the Expected Land Uses. The Expected Maximum Facilities Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Section D and H below.

"Facilities Special Tax" means a special tax levied in any Fiscal Year on Parcels in the CFD to pay the Facilities Special Tax Requirement.

"Facilities Special Tax Requirement" means the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year, (ii) to replenish reserve funds to the extent such replenishment has not been included in a computation of the Facilities Special Tax Requirement in a previous Fiscal Year, (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (iv) to pay Administrative Expenses, and (v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Facilities Special Taxes levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Facilities Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

"Final Map" means a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term "Final Map" shall not include any large-lot subdivision map, Assessor's Parcel Map, or

subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Final Map Property" means, in any Fiscal Year, all SFD Lots created within Final Maps that had recorded prior to June 1 of the preceding Fiscal Year and which have not yet become Developed Property.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels of Taxable Property in the CFD.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Fund" means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities or to pay eligible impact fees.

"Indenture" means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means, individually, Single Family Property or Other Property. Affordable Housing Units shall be considered a separate Land Use Category for purposes of this RMA.

"Land Use Change" means a proposed or approved change to the Expected Land Uses after CFD Formation.

"Master Developer" means TH East Ranch Dublin, LLC, a California limited liability company, and its successors and assigns.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year as determined in accordance with Sections C and D below.

"**Maximum Services Special Tax"** means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

"Maximum Special Tax" means, as the context requires, either or both of the Maximum Facilities Special Tax and Maximum Services Special Tax.

"Other Property" means any Parcel of Taxable Property in the CFD that does not fit within the definition of Single Family Property, Affordable Housing Unit, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property.

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

"Owners Association Property" means any property within the boundaries of the CFD that is owned in fee or through easement by the Owners Association, not including any such property that is located directly under a residential structure.

"Price Point Consultant" means any consultant or firm selected by the City that: (a) has substantial experience in performing price point studies for Residential Units within community facilities districts or otherwise estimating or confirming pricing for Residential Units in community facilities districts; (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of Residential Units in community facilities districts; (c) is independent and not under the control of the City or any developer of Parcels in the CFD; (d) does not have any substantial interest, direct or indirect, with or in: (i) the CFD, (ii) the City, or (iii) any owner of real property in the CFD; and (e) is not connected with the City as an officer or employee thereof, but who may be regularly retained to make reports to the City.

"Price Point Study" means a price point study or letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section D herein. For each Tax Zone in the CFD, the price point study shall analyze Residential Units with similar density, lot sizes, square footage ranges, and product type as the Residential Units within that Tax Zone and excluding Affordable Housing Units. The Master Developer will be provided the opportunity to review and comment on the draft price point study before a final version is presented to the City.

"Proportionately" means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

"Public Property" means any property within the boundaries of the CFD that is owned by the City, County, federal government, State of California, or other public agency.

"Required Coverage" means the amount by which the Expected Maximum Facilities Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

"Residential Unit" means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure. A second unit (granny flat) that shares a Parcel with an SFD Unit shall not be considered a Residential Unit for purposes of levying the Special Taxes.

"RMA" means this Rate and Method of Apportionment of Special Taxes.

"Services Special Tax" means a special tax levied in any Fiscal Year on Parcels in the CFD to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure delinquencies in the payment of Services Special Taxes which have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus

amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from collection of delinquent Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

"SFD Unit" means a residential dwelling unit that does not share a common wall with another residential dwelling unit.

"Single Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Special Taxes" means the Facilities Special Tax and Services Special Tax.

"Tax Zone" means a geographic area within which a particular Maximum Facilities Special Tax rate may be levied pursuant to this RMA, as identified in Attachment 1 hereto.

"Taxable Owners Association Property" means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it is Owners Association Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Property" means all of the Parcels within the boundaries of the CFD that are not exempt from the Special Taxes pursuant to law or Section G below.

"Taxable Public Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it is Public Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Welfare Exemption Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it has become Welfare Exemption Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Tentative Map" means a tentative map or substantial conformance exhibit for property in the CFD, including any adjustments or amendments thereto.

"Total Tax Burden" means, for Single Family Property, that the Special Taxes, together with ad valorem property taxes, special assessments, special taxes for any overlapping community facilities districts, or any other taxes, fees and charges which would be collected by the County on property tax bills for a Residential Unit with an assessed value equal to the Average Sales Price, and which are payable from and secured by the property assuming such Residential Unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as sewer and trash, and voluntary assessments such as those associated with a Property Assessed Clean Energy program.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property, Developed Property, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property as defined herein.

"Welfare Exemption Property" means, in any Fiscal Year, any Parcels in the CFD that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAXES

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Tax Zone and the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Property, an Affordable Housing Unit, or Other Property; and (iii) determine the Facilities Special Tax Requirement and the Services Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Facilities Special Tax Revenues. If the Expected Maximum Facilities Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel

map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Facilities Special Tax: Developed Property and Final Map Property

The Maximum Facilities Special Tax for a Parcel of Developed Property is the greater of: (i) the Base Facilities Special Tax set forth in Table 1 below, or (ii) the Maximum Facilities Special Tax determined pursuant to Section D.

Table 1
Base Facilities Special Tax
Developed Property and Final Map Property

Tax Zone and Land Use Category	Base Facilities Special Tax Fiscal Year 2023-24 *
Tax Zone 1	
Single Family Property	$5,850 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$28,741 per Acre
Tax Zone 2	
Single Family Property	$4,600 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$35,934 per Acre
Tax Zone 3	
Single Family Property	$4,400 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$28,679 per Acre
Tax Zone 4	
Single Family Property	$3,750 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$33,034 per Acre
Tax Zone 5	
Single Family Property	$3,300 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$37,882 per Acre
Tax Zone 6	
Single Family Property	$2,000 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$38,373 per Acre

*** On July 1, 2024, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

2. Facilities Special Tax: Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property

Table 2 below identifies the Maximum Facilities Special Tax for Parcels of Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property in each Tax Zone.

Table 2
Maximum Facilities Special Tax for Undeveloped Property,
Taxable Owners Association Property, Taxable Welfare Exemption Property,
and Taxable Public Property

Tax Zone	Maximum Facilities Special Tax (Fiscal Year 2023-24)*
Tax Zone 1	$28,741 per Acre
Tax Zone 2	$35,934 per Acre
Tax Zone 3	$28,679 per Acre
Tax Zone 4	$33,034 per Acre
Tax Zone 5	$37,882 per Acre
Tax Zone 6	$38,373 per Acre

*** On July 1, 2024 and on each July 1 thereafter, all dollar amounts shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

3. Services Special Tax: Developed Property and Final Map Property

The Maximum Services Special Tax for Parcels of Developed Property and Final Map Property is $381 per Residential Unit or SFD Lot in Fiscal Year 2023-24. Notwithstanding the foregoing, the Maximum Services Special Tax shall not be levied on Affordable Housing Units. On July 1, 2024 and on each July 1 thereafter, the Maximum Services Special Tax shall be increased by an amount equal to 4.0% of the amount in effect for the prior Fiscal Year.

4. Services Special Tax: Undeveloped Property

Table 3 below identifies the Maximum Services Special Tax for Parcels of Undeveloped Property in each Tax Zone.

Table 3
Maximum Services Special Tax for Undeveloped Property

Tax Zone	Maximum Services Special Tax (Fiscal Year 2023-24)*
Tax Zone 1	$1,872 per Acre
Tax Zone 2	$2,636 per Acre
Tax Zone 3	$2,484 per Acre
Tax Zone 4	$3,356 per Acre
Tax Zone 5	$4,373 per Acre
Tax Zone 6	$7,316 per Acre

*** On July 1, 2024 and on each July 1 thereafter, all dollar amounts shown in Table 3 above shall be increased by an amount equal to 4.0% of the amount in effect for the prior Fiscal Year.**

D. CHANGES TO THE MAXIMUM FACILITIES SPECIAL TAX

Pursuant to this Section D, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Facilities Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

1. Land Use Changes

The Expected Maximum Facilities Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Facilities Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 below must be applied:

Step 1: By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Facilities Special Tax Revenues prior to the Land Use Change.

Step 2: The Administrator shall calculate the Expected Maximum Facilities Special Tax Revenues that could be collected from Taxable Property in the CFD after the Land Use Change based on application of the Base Facilities Special Taxes from Table 1.

Step 3: If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Facilities Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Facilities Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the "Requesting Landowner") may make a prepayment in an amount that will ensure that the reduced Expected Maximum Facilities Special Tax Revenues are sufficient to

provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Facilities Special Tax used to determine the Maximum Facilities Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Facilities Special Tax Revenues are sufficient to maintain Required Coverage.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Facilities Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Facilities Special Tax used to determine the Maximum Facilities Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Facilities Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Facilities Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Facilities Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Facilities Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Facilities Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Facilities Special Tax Revenues for the CFD. After the prepayment has been received,

the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Facilities Special Tax Revenues after the prepayment.

3. Conversion of a Parcel to a Taxable Land Use

If, in any Fiscal Year, an Affordable Housing Unit, the Exempt Affordable Units Parcel, or a Parcel of Public Property, Welfare Exemption Property, or Owners Association Property that had been exempt from the Special Taxes is converted to Single Family Property or Other Property, such Parcel shall be subject to the levy of Special Taxes. The Maximum Special Taxes for each such Parcel shall be determined based on the applicable Land Use Category for the Parcel, as determined by the Administrator. In addition, the Administrator shall update Attachment 2 to reflect the revised Expected Land Uses and Expected Maximum Facilities Special Tax Revenues for the CFD.

4. Increase in Affordable Housing Units

If, prior to the First Bond Sale, the Administrator determines that there is an increase in the number of Affordable Housing Units expected within any Tax Zone, the Administrator shall update the Expected Land Uses and Expected Maximum Facilities Special Tax Revenues in Attachment 2, and the additional Affordable Housing Units will be exempt from the Special Taxes.

If, at any time after the First Bond Sale, additional Affordable Housing Units are proposed, and if the addition of the new Affordable Housing Units will decrease the Expected Maximum Facilities Special Tax Revenues to a point at which Required Coverage cannot be maintained, the Administrator shall calculate the Maximum Facilities Special Tax that must be assigned to each of the new Affordable Housing Units to maintain Required Coverage. The Maximum Facilities Special Tax assigned to the new Affordable Housing Units shall be escalated each Fiscal Year by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

5. Transfer of Expected Maximum Facilities Special Tax Revenues Among Tax Zones

The Expected Maximum Facilities Special Tax Revenues were determined for each Tax Zone based on the Expected Land Uses within that Tax Zone. If the expected number of Residential Units or the expected acres of Other Property is transferred from one Tax Zone to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Facilities Special Tax Revenues between the Tax Zones. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Facilities Special Tax Revenues as a result of the transfer. After such a transfer, the Administrator shall update Attachment 2 to reflect the revised Expected Maximum Facilities Special Tax Revenues for each Tax Zone.

6. Reduction in Maximum Facilities Special Tax

The Base Facilities Special Tax for one or more Tax Zones shall be reduced prior to the First Bond Sale if the City reasonably determines based on a Price Point Study that, without a reduction in the Base Facilities Special Tax for Residential Units within those Tax Zone(s), the Total Tax Burden will exceed 1.58% of the Average Sales Price. Such determination shall be made by the City hiring, at the CFD's expense, a Price Point Consultant to prepare a Price Point Study to confirm the Average Sales Price for Residential Units within each Tax Zone. If, based on the Price Point

Study, the Administrator calculates that the Total Tax Burden for Residential Units within one or more Tax Zones will exceed 1.58% of the Average Sales Price, the Administrator and the City shall meet with the Master Developer to discuss the findings, after which point the Administrator shall reduce the Base Facilities Special Tax to the point at which the Total Tax Burden on Residential Units in each Tax Zone in the CFD is equal to 1.58% of the Average Sales Price for such Residential Units. Any such reduction shall occur at least 60 days prior to the First Bond Sale.

The Base Facilities Special Taxes set forth in Table 1 may also be (i) disproportionately reduced prior to the First Bond Sale, but not to a level that exceeds the 1.58% described in the previous paragraph, so long as the Master Developer is the owner of all Parcels in the CFD and requests a reduction in the Base Facilities Special Taxes, or (ii) proportionately or disproportionately reduced prior to the First Bond Sale, but not to a level that exceeds the 1.58% described in the previous paragraph, if the owner of any Parcel in the CFD requests a reduction in the Base Facilities Special Taxes and the owners of all Parcels in the CFD consent to such reduction by unanimous vote. Any such reduction shall occur at least 60 days prior to the First Bond Sale.

The Base Facilities Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded. If, based on the Price Point Study, the Administrator determines that the Total Tax Burden will not exceed 1.58% of the Average Sales Price, then there shall be no change in the Base Facilities Special Tax for Residential Units unless so requested by the Master Developer.

E. METHOD OF LEVY OF THE SPECIAL TAXES

1. Facilities Special Tax

Each Fiscal Year, the Administrator shall determine the Facilities Special Tax Requirement to be collected in that Fiscal Year. A Facilities Special Tax shall then be levied according to the following steps:

Step 1: The Facilities Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Developed Property until the amount levied is equal to the Facilities Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after Step 1 in order to meet the Facilities Special Tax Requirement after Capitalized Interest has been applied to reduce the Facilities Special Tax Requirement, the Facilities Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Facilities Special Tax Requirement.

Step 3: If additional revenue is needed after Step 2, the Facilities Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the

Maximum Facilities Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Facilities Special Tax Requirement.

Step 4: If additional revenue is needed after Step 3, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Facilities Special Tax Requirement.

Step 5: If additional revenue is needed after Step 4, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Facilities Special Tax Requirement.

Step 6: If additional revenue is needed after Step 5, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Facilities Special Tax Requirement.

2. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement and the Services Special Tax shall be levied according to the steps outlined below.

Step 1: The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Services Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

Step 2: If additional revenue is needed after Step 1, the Services Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Services Special Tax for each Parcel of Final Map Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

Step 3: If additional revenue is needed after Step 2, the Services Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Services Special Tax for Undeveloped Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Facilities Special Taxes be levied after Fiscal Year 2063-64. Under no circumstances may the Facilities Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

The Services Special Tax may be levied and collected in perpetuity.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Taxes shall be levied in any Fiscal Year on the following:

i. Public Property, except Taxable Public Property.

ii. Owners Association Property, except Taxable Owners Association Property.

iii. Welfare Exemption Property, except Taxable Welfare Exemption Property.

iv. Affordable Housing Units, except as otherwise provided in Section D.4

v. The Exempt Affordable Units Parcel, except as otherwise provided in Section D.3

vi. Parcels that are owned by a public utility for an unmanned facility.

vii. Parcels that are subject to an easement that precludes any other use on the Parcel.

viii. For purposes of levying the Facilities Special Tax, Parcels that have fully prepaid the Facilities Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below. Such Parcels shall still be subject to the levy of the Services Special Tax.

H. PREPAYMENTS

The following definitions apply to this Section H:

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding, with the following exception: if a Facilities Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Facilities Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirement" means either $32.5 million in 2023 dollars, which shall increase on January 1, 2024, and on each January 1 thereafter by two percent (2%) of the amount in effect in the prior year, or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by the CFD. The Public Facilities Requirements shown above may be adjusted each time property annexes into the CFD or there is an adjustment to the Expected Maximum Facilities Special Tax Revenues due to a Land Use Change or prepayment.

"Remaining Facilities Costs" means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity, and any other source of funding.

1. Full Prepayment

The Facilities Special Tax obligation applicable to a Parcel in the CFD may be prepaid and the obligation of the Parcel to pay the Facilities Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes. The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

Bond Redemption Amount	
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the amount that could be collected from the Parcel prepaying the Facilities Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Facilities Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Facilities Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

Step 2. Divide the Maximum Facilities Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Facilities Special Tax

Revenues for all property in the CFD, as shown in Attachment 2 and as adjusted by the Administrator after prepayments or Land Use Changes.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "**Bond Redemption Amount"***).

Step 4. Compute the current Remaining Facilities Costs (if any).

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the "**Remaining Facilities Amount"***).

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "**Redemption Premium"***).

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8, and 9 of this prepayment formula will not apply.

Step 8: Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.

Step 9: Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (the ***"Defeasance Requirement"***).

Step 10. The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds, and recording any notices to evidence the prepayment and the redemption (the *"**Administrative Fees and Expenses"***).

Step 11. If and to the extent so provided in the Bond Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "***Reserve Fund Credit"***).

Step 12. The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the *"**Prepayment Amount"***).

Step 13. From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Facilities Special Tax obligation has been received, a Notice of Cancellation of Facilities Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Facilities Special Tax. However, a Notice of Cancellation of Facilities Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Facilities Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Facilities Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues. However, an Amended Notice of Facilities Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Facilities Special Tax revenue that could be collected from Taxable Property that remains subject to the Facilities Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

I. INTERPRETATION OF RMA

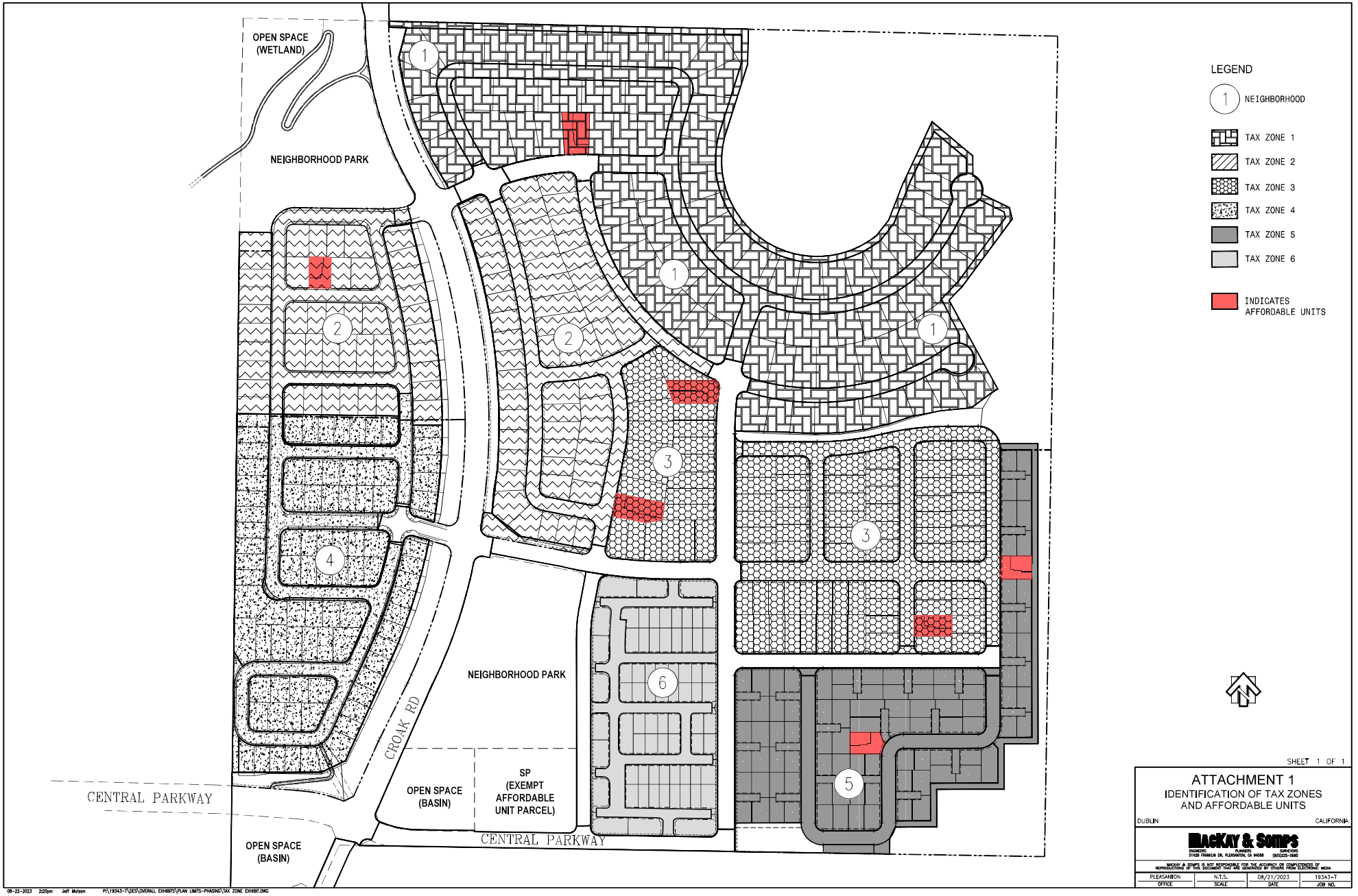
The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

ATTACHMENT 1

City of Dublin
Community Facilities District No. 2023-1
(East Ranch)

Identification of Tax Zones and Expected Lot Layout

Attachment 1



SHEET 1 OF 1

ATTACHMENT 1
IDENTIFICATION OF TAX ZONES AND AFFORDABLE UNITS

DUBLIN CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

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PLEASANTON	N.T.S.	08/21/2023	19343-T
OFFICE	SCALE	DATE	JOB NO.

08-22-2023 2:20pm Jeff Watson P:\19343-T\DES\OVERALL EXHIBITS\PLAN LIMITS-PHASING\TAX ZONE EXHIBIT.DWG

Attachment 4

ATTACHMENT 2

City of Dublin
Community Facilities District No. 2023-1
(East Ranch)

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

Tax Zone and Land Use Category	Expected Land Uses	Base Facilities Special Tax (FY 2023-24) *	Expected Maximum Facilities Special Tax Revenues (FY 2023-24) *
Tax Zone 1			
Single Family Property	99 Residential Units	$5,850 per Res.Unit	$579,150
Affordable Housing Units	2 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$28,741 per Acre	$0
Tax Zone 2			
Single Family Property	96 Residential Units	$4,600 per Res.Unit	$441,600
Affordable Housing Units	2 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$35,934 per Acre	$0
Tax Zone 3			
Single Family Property	85 Residential Units	$4,400 per Res.Unit	$374,000
Affordable Housing Units	6 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$28,679 per Acre	$0
Tax Zone 4			
Single Family Property	85 Residential Units	$3,750 per Res.Unit	$318,750
Affordable Housing Units	0 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$33,034 per Acre	$0
Tax Zone 5			
Single Family Property	94 Residential Units	$3,300 per Res.Unit	$310,200
Affordable Housing Units	4 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$37,882 per Acre	$0
Tax Zone 6			
Single Family Property	96 Residential Units	$2,000 per Res.Unit	$192,000
Affordable Housing Units	4 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$38,373 per Acre	$0
Expected Maximum Facilities Special Tax Revenues (FY 2023-24 $)			**$2,215,700**

*** On July 1, 2024, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.**

APPENDIX B

THE APPRAISAL

Integra Realty Resources
San Francisco

Appraisal of Real Property

East Ranch (aka Francis Ranch)
Residential Subdivision
Croak Rd.
Dublin, Alameda County, California 94568

Prepared For:
City of Dublin

Date of the Report:
September 25, 2026

Report Format:
Appraisal Report

IRR - San Francisco
File Number: 192-2026-0169



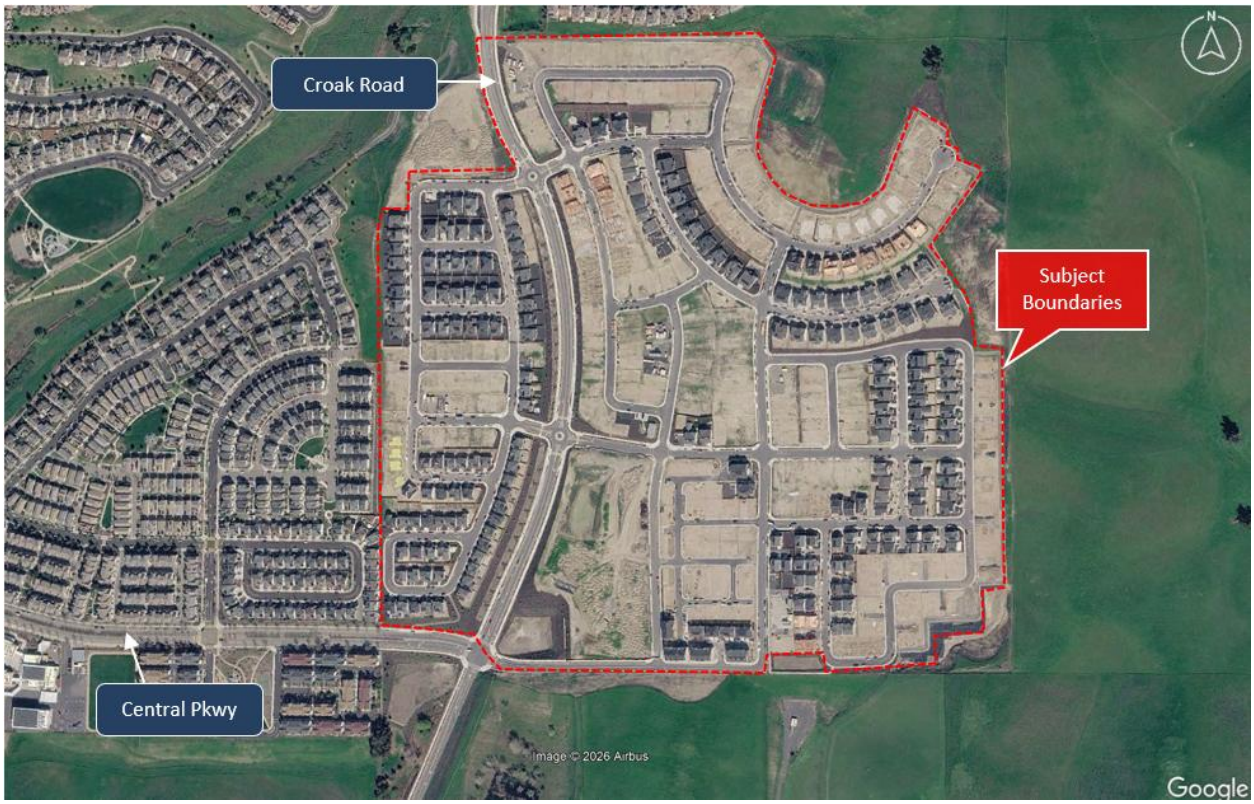
Subject Photographs





East Ranch (aka Francis Ranch)
Croak Rd.
Dublin, California

Aerial Photograph



Integra Realty Resources
San Francisco

1798 Technology Drive
Suite 246
San Jose, CA 95110

T 408.299.0444
F 408.299.0449
www.irr.com

September 25, 2026

Mr. Jay Baksa
Director of Finance & Administrative Services
City of Dublin
100 Civic Plaza
Dublin, CA 94568

SUBJECT: Market Value Appraisal
East Ranch (aka Francis Ranch)
Croak Rd.
Dublin, Alameda County, California 94568
IRR - San Francisco File No. 192-2026-0169

Dear Mr. Baksa:

Integra Realty Resources – San Francisco is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value, by ownership, subject to a hypothetical condition, pertaining to the fee simple interest in the property, as well as the aggregate, or cumulative, value of the appraised properties. The client for the assignment is City of Dublin and the intended use of the report is for bond underwriting purposes.

The subject property comprises City of Dublin Community Facilities District (CFD) No. 2023-1 (East Ranch) ("CFD No. 2023-1"). At build-out, CFD No. 2023-1 will consist of 573 single family residential units, 18 of which will be affordable units, not subject to the CFD special tax. Sitework is substantially complete and vertical construction is underway. The project, being marketed as Francis Ranch, is located both east and west of Croak Road, north of Central Parkway, within the city of Dublin, Alameda County, California. Trumark Homes and Taylor Morrison are offering six different product lines within the Francis Ranch master planned community. The 18 affordable units, which are dispersed through the four product lines developed by Trumark Homes, will not be included in this Appraisal Report. A more detailed legal and physical description of the subject property is contained within the attached report.

The appraised properties consist of 154 finished residential lots, 182 homes under construction, and 150 completed single-family homes within the boundaries of the CFD not currently assessed for a complete improvement value by the Alameda County Assessor. As such, a not-less-than estimate of market value for the smallest floor plan constructed within each subdivision was appraised and assigned to each respective Assessor's parcel within the CFD.

In addition to the appraised parcels cited herein, there are also 69 existing single-family homes within the boundaries of the CFD with a complete assessed value for both land and improvements that are not appraised herein. Rather, the aggregate assessed value is combined with the aggregate value of the appraised properties to provide a total aggregate value of the CFD.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations. The Appraisal Report is also prepared in accordance with the Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (CDIAC) (2004).

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying Appraisal Report, and subject to the hypothetical condition, definitions, assumptions, and limiting conditions expressed in the

report, the concluded opinions of value, as of the date of value, August 14, 2026, are as follows:

Value Conclusions

Appraisal Premise	No. of Parcels	Value Conclusion
Aggregate Value of Appraised Properties	486	$659,346,000
Aggregate Value of Existing Homes based on Assessed Value	69	$166,295,689
Total Aggregate Value of Appraised and Assessed Properties in the District	**555**	**$825,641,689**

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The value derived herein is based on the hypothetical condition that proceeds to be financed by the Bond proceeds from the City of Dublin Community Facilities District No. 2023-1 Special Tax Bonds are available to reimburse the Developer for public improvements completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The opinions of value represent a "not-less-than" value due to the fact we were requested to provide a market value for the smallest floor plan in each community improved with a completed home without a complete assessed improvement value reflected on the County of Alameda Assessor's Tax Roll.

Please note the aggregate of the appraised values is not the market value of the appraised properties in bulk. As defined by The Dictionary of Real Estate Appraisal, an aggregate value is the "total of multiple market value conclusions." For purposes of this Appraisal Report, market value is estimated by ownership.

As a condition of this assignment, the Assessed Values for certain Assessor's Parcels with single-family homes with a complete Assessed Value for both Land and Improvements is presented herein for illustration purposes only. As requested, these Assessor's Parcels are not appraised herein with a not-less-than market value; instead, the assigned County of Alameda Assessor's value will be relied upon for underwriting purposes.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - San Francisco

Eric Segal, MAI
California Certified General Real Estate
Appraiser #AG026558
Telephone: 916.435.3883, ext. 228
Email: esegal@irr.com

Noah Kauffman, MAI, R/W-AC
California Certified General Real Estate
Appraiser #3004618
Telephone: 916.302.2305
Email: nkauffman@irr.com

Kari Tatton
California Certified General Real Estate
Appraiser #3002218
Telephone: 916.435.3883, ext. 229
Email: ktatton@irr.com

Table of Contents

Executive Summary 1

Identification of the Appraisal Problem 2
Subject Description 2
Sale History 2
Pending Transactions 3
Appraisal Purpose 4
Value Type Definitions 4
Property Rights Definitions 4
Client and Intended User(s) 5
Intended Use 5
Applicable Requirements 5
Report Format 5
Prior Services 5
Appraiser Competency 6

Scope of Work 7

Economic Analysis 9
Alameda County Area Analysis 9
Surrounding Area Analysis 17
- Land Uses 18
- Outlook and Conclusions 19
- Surrounding Area Map 20

Residential Market Analysis 21

Property Analysis 27
Land Description and Analysis 27
Proposed Improvements Description 31
Real Estate Taxes 41
Highest and Best Use 42

Valuation 44
Valuation Methodology 44
Market Valuation – Floor Plans 45
Residential Lot Valuation 59
Land Residual Analysis 60
Sales Comparison Approach 71
Reconciliation of Lot Value 80
Conclusion of Value 81
Market Value by Ownership 82
- Exposure Time 84
- Marketing Time 84

Certification 85

Assumptions and Limiting Conditions 87

Addenda
- A. Appraiser Qualifications
- B. Definitions
- C. Comparable Data

Land Sales

Executive Summary

Property Name	East Ranch (aka Francis Ranch)
Address	Croak Rd. Dublin, Alameda County, California 94568
Property Type	Land - Finished SFR Lots
Owner of Record	Arroyo Cap IV3, LLC, KL LB BUY 4, LLC, TH East Ranch Dublin LLC, Taylor Morrison California, LLC, and Individual Homeowners
Tax ID	905-0020-001 to -085; 905-0022-001 to -099; 905-0023-001 to -092; 905-0024-001 to -122; 905-0025-001 to -110; 905-0026-005 to -076
Land Area	165.50 acres; 7,209,180 SF
Zoning Designation	PD (PA 04-040), Fallon Village Planned Development
Highest and Best Use	Single-family residential
Exposure Time; Marketing Period	12 months; 12 months
Effective Date of the Appraisal	August 14, 2026
Date of the Report	September 25, 2026
Property Interest Appraised	Fee Simple

Value Conclusion

Value Type & Appraisal Premise	No. of Lots	Value Conclusion
Aggregate Value of Appraised Properties	486	$659,346,000
Aggregate Value of Existing Homes based on Assessed Value	69	$166,295,689
Total Aggregate Value of Appraised and Assessed Properties in the District	555	$825,641,689

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Dublin may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The value derived herein is based on the hypothetical condition that proceeds to be financed by the Bond proceeds from the City of Dublin Community Facilities District No. 2023-1 Special Tax Bonds are available to reimburse the Developer for public improvements completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject property comprises City of Dublin Community Facilities District (CFD) No. 2023-1 (East Ranch) ("CFD No. 2023-1"). At build-out, CFD No. 2023-1 will consist of 573 single family residential units, 18 of which will be affordable units, not subject to the CFD special tax. Sitework is substantially complete and vertical construction is underway. The project, being marketed as Francis Ranch, is located both east and west of Croak Road, north of Central Parkway, within the city of Dublin, Alameda County, California. Trumark Homes and Taylor Morrison are offering six different product lines within the Francis Ranch master planned community.

Property Identification	
Property Name	East Ranch (aka Francis Ranch)
Address	Croak Rd. Dublin, California 94568
Tax ID	905-0020-001 to -085; 905-0022-001 to -099; 905-0023-001 to -092; 905-0024-001 to -122; 905-0025-001 to -110; 905-0026-005 to -076
Owner of Record	Arroyo Cap IV3, LLC, KL LB BUY 4, LLC, TH East Ranch Dublin LLC, Taylor Morrison California, LLC, and Individual Homeowners

Sale History

The most recent closed sale of the subject is summarized as follows:

Contract Date	Sep-19
Sale Date	Sep-23
Seller	Croak Properties
Buyer	TH East Ranch Dublin LLC
Sale Price	$164,000,000
Price per Lot	$286,213
Recording Instrument Number	N/Av
Comments	This transaction reprents the sale of 573 unentitled lots. The lots were concurrently purchased by the land bank for a purchase price of $140M. The transaction with the land bank excluded Neighborhood 4 (Tract 8648); first takedown with the land bank was Oct 2024.

The purchase is an arm's-length transaction with no unusual motivations. Considering the condition of the lots at the time of the sale, the prior arm's-length transaction is a reasonable indicator of the subject's market value, as of the date of purchase.

Additionally, Taylor Morrison purchased 176 lots within two neighborhoods from Trumark, the details of those transactions are presented in the following table.

	Sale 1 (Neighborhood 3)	Sale 2 (Neighborhood 4)
Contract Date	Jun-24	Nov-23
Sale Date	Oct-24	Dec-23
Sale Price	$103,010,000	$88,145,000
Price per Lot	$1,131,978	$1,037,000
Lot size	5,500	4,500
Lot condition	91 Finished lots	85 Finished Lots

Neighborhood 4 was subsequently sold to KL LB BUY 4, LLC, a Delaware limited liability company, the landbank for Taylor Morrison. The sale took place on December 18, 2024. To date, Taylor Morrison has taken down 60 of the 85 lots, with the next takedown scheduled for November 6, 2026.

To the best of our knowledge, no other sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date and to the best of our knowledge the property is not currently being marketed for sale in bulk.

Pending Transactions

Arroyo Cap IV3, LLC. is serving as the land bank for TH East Ranch Dublin, LLC ("Trumark Homes"). It is common for a merchant builder to use a land bank when acquiring lots. The land bank relationship allows a merchant builder the option to acquire lots over time pursuant to a takedown schedule. The takedown schedules give the merchant builder the option (but not the obligation) to acquire lots over a specified time period. This transfer of lots serves as a financing mechanism, which is relatively commonplace for transactions involving national homebuilders. These transactions are not considered arm's length transfers of the subject lots. The schedule of lot transfers is shown in the following table.

Takedown Schedule

Phase	Date	Neighborhood	Neighborhood	Neighborhood	Neighborhood	Neighborhood	Total
Phase 1	6/30/2024	--	--	--	--	--	0
Phase 2	8/31/2024	--	--	--	--	--	0
Phase 3	9/30/2024	--	--	--	--	--	0
Phase 4	10/31/2024	--	3	--	--	--	3
Phase 5	12/04/2024	3	5	91	--	--	99
Phase 6	1/08/2024	--	12		4	8	24
Phase 7	1/31/2025	--	--	--	--	--	0
Phase 8	2/28/2025	6	--	--	4	8	18
Phase 9	4/30/2025	7	9	--	10	15	41
Phase 10	5/31/2025	6	13	--	--	6	25
Phase 11	6/30/2025	--	--	--	4	--	4
Phases 12-14	8/29/2025	7	5	--	6	14	32
Phases 15-17	1/30/2026	14	5	--	9	14	42
Phases 18-20	4/30/2026	7	12	--	8	8	35
Phases 22-24	7/31/2026	5	11	--	10	9	35
Phases 25-27	10/31/2026	4	--	--	11	13	28
Phases 28-30	1/31/2027	12	9	--	8	5	34
Phases 31-33	4/30/2027	12	7	--	8	--	27
Phases 34-36	7/31/2027	5	7	--	8	--	20
Phases 37-39	8/31/2027	13	--	--	8	--	21
Totals		**101**	**95**	**91**	**98**	**100**	**485**

Appraisal Purpose

The purpose of this Appraisal Report is to estimate the market value (fee simple estate), by ownership, and the aggregate value of the appraised properties comprising City of Dublin CFD No. 2023-1, subject to the hypothetical condition certain proceeds from the Special Tax Bonds will be available to reimburse the master developer (TH East Ranch Dublin, LLC) for various improvements already completed, as of the effective date of the appraisal, August 14, 2026. The date of the report is September 25, 2026. The appraisal is valid only as of the stated effective date. The home values are based on a "not-less-than" value for the smallest floor plan within each product, without consideration for upgrades and lot premiums. Further, we have excluded any contributory value of unfinished homes, but rather considered the value of permits and impact fees paid for lots with either construction underway or not yet begun.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. [1]

Assessed Value

The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. [2]

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

[1] Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also, Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472
[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[3]

Client and Intended User(s)

The client and intended user is the City of Dublin. No party or parties beyond the clients and The Finance Team with this proposed issuance may use or rely on the information, opinions, and conclusions contained in this report; however, this appraisal report may be included in the offering document provided in connection with the issuance and sale of the Bonds.

Intended Use

The intended use of the appraisal is for bond underwriting purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;
- Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (CDIAC) (2004).

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

[3] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection

Party	Inspection Type	Inspection Date
Eric Segal, MAI	On-site	August 18, 2026
Noah Kauffman, MAI, R/W-AC	None	N/A
Kari Tatton	On-site	August 18, 2026

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

The valuation began by employing the sales comparison approach to estimate the not-less-than market value for the completed single-family homes, based on the smallest floor plan being marketed within each project with a completed home. The (not-less-than) estimate of market value will be assigned to each of the completed single-family residential units.

We will employ the sales comparison approach and land residual analysis to estimate the value of the subject's residential land components. In the land residual analysis (a variation of the cost approach and income capitalization approaches combined), all direct and indirect costs are deducted from an estimate of the anticipated gross sales price of the improved product; the resultant net sales proceeds are then discounted to present value at an anticipated rate over the development and absorption period to indicate the residual value of the lots. In the direct sales comparison approach, we adjust the prices of comparable transactions in the region based on differences between the comparable sales and the appraised properties. The values indicated by each approach will then be reconciled into an opinion of market value for the subject's various lot size categories.

A typical cost approach is not included in the valuation; however, costs are analyzed as part of the land residual analysis. In addition, the income approach is not utilized as the income potential, if any, of the subdivision would not yield a credible indicator of its value.

As a condition of this assignment, the Assessed Values for certain Assessor's Parcels with a complete Assessed Value for both Land and Improvements is presented herein for illustration purposes only. As requested, these Assessor's Parcels are not appraised herein with a not-less-than market value; instead, the assigned County of Alameda Assessor's value will be relied upon for underwriting purposes.

The market value estimates for the various taxable land use components described above were then assigned to the various assessor's parcels comprising the appraised properties in order to derive the cumulative, or aggregate, value of the CFD.

Economic Analysis

Alameda County Area Analysis

Alameda County is located on the eastern shores of the San Francisco Bay, bordered on the north by Contra Costa County, on the south by Santa Clara County and on the east by San Joaquin County. It is 737 square miles in size and has a population density of 2,234 persons per square mile. Anchored by the City of Oakland, the county also encompasses major cities such as Berkeley, Fremont, Hayward, San Leandro, and Pleasanton, creating a wide-ranging economic and demographic base. The economy is driven by technology, higher education, healthcare, trade and logistics, and government. Oakland serves as a regional hub for healthcare and administration, while the Port of Oakland is a critical West Coast gateway for international trade and one of the busiest container ports in the nation. Major employers include Kaiser Permanente, University of California Berkeley, Tesla, Lawrence Livermore and Berkeley National Laboratories, and multiple municipal and county agencies.

The transportation network is extensive, supported by Interstates 80, 580, 880, and 680, the Bay Bridge connection to San Francisco, and a robust transit system including Bay Area Rapid Transit (BART), AC Transit, Amtrak, and the Port of Oakland's seaport and international airport. Community amenities are significant, with higher education institutions, cultural venues, regional parks, and recreation areas, alongside a strong base of civic services.

Population

Alameda County has an estimated 2026 population of 1,647,132, which represents an average annual 0.4% decrease from the 2020 census of 1,682,353. Alameda County lost an average of 5,870 residents per year over the 2020-2026 period, and its population trend contrasts with the State of California which had little to no change in population over this time.

Looking forward, Alameda County's population is projected to decrease at a 0.2% annual rate from 2026-2031, equivalent to the loss of an average of 2,661 residents per year. Alameda County's population decline differs from California, which is projected to stay approximately the same in population during this time.

Population Trends

	Population			Compound Ann. % Chng	
	2020 Census	2026 Estimate	2031 Projection	2020 - 2026	2026 - 2031
Alameda County	1,682,353	1,647,132	1,633,829	-0.4%	-0.2%
California	39,538,223	39,435,158	39,455,567	0.0%	0.0%

Source: Claritas SPOTLIGHT

Employment

Total employment in Alameda County was estimated at 782,098 jobs as of September 2025. Between year-end 2015 and 2025, employment rose by 40,255 jobs, equivalent to a 5.4% increase over the entire period. There were gains in employment in seven out of the past ten years. Although Alameda

County's employment rose over the last decade, it underperformed California, which experienced an increase in employment of 10.1% or 1,675,631 jobs over this period.

Employment Trends

	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
Year	Alameda County	% Change	California	% Change	Alameda County	California
2015	741,843		16,606,038		4.8%	6.2%
2016	760,386	2.5%	16,930,563	2.0%	4.1%	5.5%
2017	784,196	3.1%	17,263,084	2.0%	3.5%	4.8%
2018	793,263	1.2%	17,573,378	1.8%	2.9%	4.3%
2019	802,045	1.1%	17,857,719	1.6%	2.8%	4.1%
2020	732,524	-8.7%	16,401,290	-8.2%	8.6%	10.2%
2021	781,967	6.7%	17,641,250	7.6%	5.9%	7.3%
2022	793,645	1.5%	18,066,913	2.4%	3.2%	4.3%
2023	800,941	0.9%	18,146,497	0.4%	3.8%	4.7%
2024	787,486	-1.7%	18,246,332	0.6%	4.5%	5.3%
2025*	782,098	-0.7%	18,281,669	0.2%	4.6%	5.5%
Overall Change 2015-2025	40,255	5.4%	1,675,631	10.1%		
Avg Unemp. Rate 2015-2025					4.4%	5.7%
Unemployment Rate - February 2026					4.5%	5.5%

*Total employment data is as of September 2025.

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

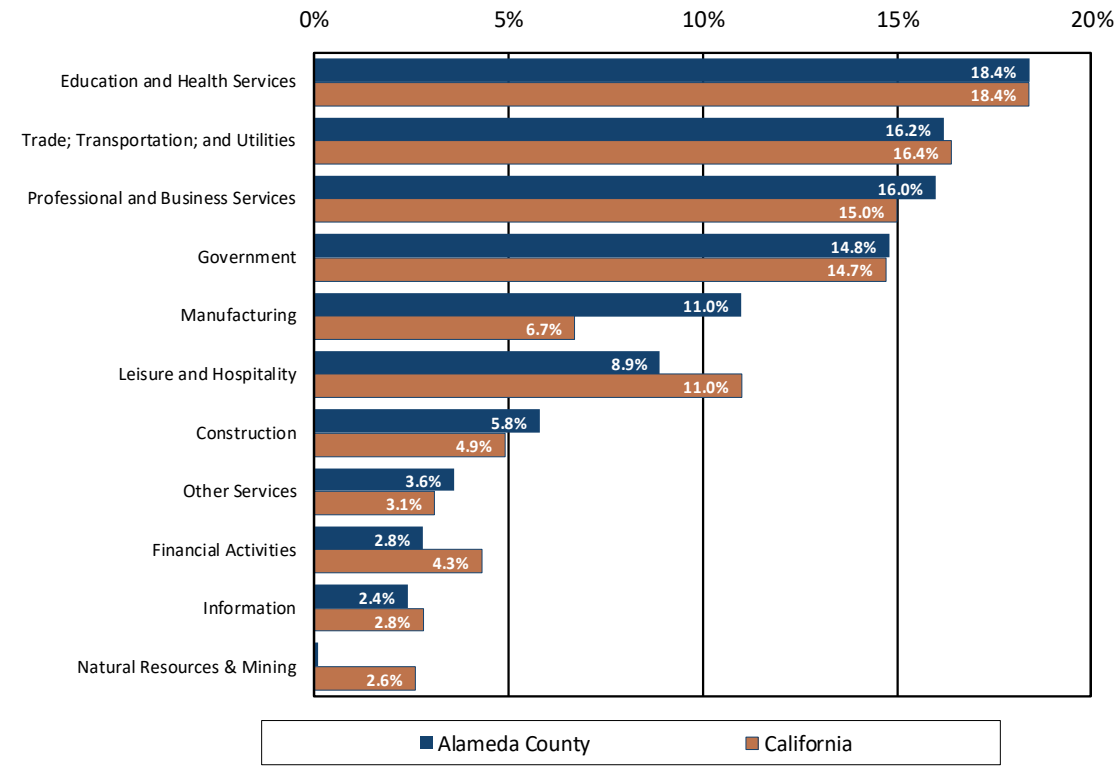
A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Alameda County unemployment rate has been consistently lower than that of California, with an average unemployment rate of 4.4% in comparison to a 5.7% rate for California.

Recent data shows that the Alameda County unemployment rate is 4.5% in comparison to a 5.5% rate for California, a positive sign for the Alameda County economy but one that must be tempered by the fact that Alameda County has underperformed California in the rate of job growth over the past two years.

Employment Sectors

The composition of the Alameda County job market is depicted in the following chart, along with that of California. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Alameda County jobs in each category.

Employment Sectors - 2025



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Alameda County has greater concentrations than California in the following employment sectors:

1. Professional and Business Services, representing 16.0% of the Alameda County payroll employment compared to 15.0% for California as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
2. Manufacturing, representing 11.0% of the Alameda County payroll employment compared to 6.7% for California as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.

Alameda County is underrepresented in the following sectors:

1. Leisure and Hospitality, representing 8.9% of the Alameda County payroll employment compared to 11.0% for California as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.

Major Employers

Major employers in Alameda County are shown in the following table.

Major Employers - Alameda County

	Name	Number of Employees
1	University of California, Berkeley	10,000+
2	Western Digital Corp	10,000+
3	Tesla	10,000+
4	County of Alameda	9,626
5	Lawrence Berkeley Lab	5,000-9,999
6	Lawrence Livermore Natl. Lab	5,000-9,999
7	Alta Bates Summit Medical Center	1,000-4,999
8	Bay Area Rapid Transit (BART)	1,000-4,999
9	California State University, East Bay	1,000-4,999
10	Cooper Vision, Inc.	1,000-4,999
11	Dell EMC	1,000-4,999
12	East Bay Municipal Utility District (EBMUD)	1,000-4,999
13	Kaiser Permanente Oakland Medical	1,000-4,999
14	PeopleSoft	1,000-4,999
15	Ross Stores	1,000-4,999
16	Tekion	1,000-4,999
17	California Dept of Transportation (CalTrans)	1,000-4,999
18	Stanford Health Care	1,000-4,999
19	UCSF Benioff Children's Hospital	1,000-4,999
20	Valley Care Health System	1,000-4,999
21	Washington Hospital Healthcare	1,000-4,999

Source: County of Alameda Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2025

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been somewhat lower in Alameda County than California overall during the past decade. Alameda County has grown at a 3.0% average annual rate while the State of California has grown at a 3.1% rate. Alameda County continues to underperform California. GDP for Alameda County rose by 1.0% in 2024 while California's GDP rose by 3.2%.

Alameda County has a per capita GDP of $90,399, which is 8% greater than California's GDP of $84,007. This means that Alameda County industries and employers are adding relatively more value to the economy than their counterparts in California.

Gross Domestic Product

Year	($,000s) Alameda County	% Change	($,000s) California	% Change
2014	111,256,132	–	2,428,675,700	–
2015	119,277,959	7.2%	2,545,979,500	4.8%
2016	123,298,691	3.4%	2,623,711,700	3.1%
2017	130,430,017	5.8%	2,740,550,300	4.5%
2018	135,481,671	3.9%	2,850,970,300	4.0%
2019	139,438,051	2.9%	2,969,609,000	4.2%
2020	136,209,080	-2.3%	2,930,654,600	-1.3%
2021	145,824,780	7.1%	3,151,112,500	7.5%
2022	148,762,514	2.0%	3,147,211,400	-0.1%
2023	147,576,503	-0.8%	3,204,016,400	1.8%
2024	149,073,515	1.0%	3,306,928,600	3.2%
Compound % Chg (2014-2024)		3.0%		3.1%
GDP Per Capita 2024	$90,399		$84,007	

Source: U.S. Bureau of Economic Analysis (BEA) and Moody's Analytics; data released February 2026.
The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

Household Income

Alameda County is more affluent than California. Median household income for Alameda County is $132,771, which is 26.0% greater than the corresponding figure for California.

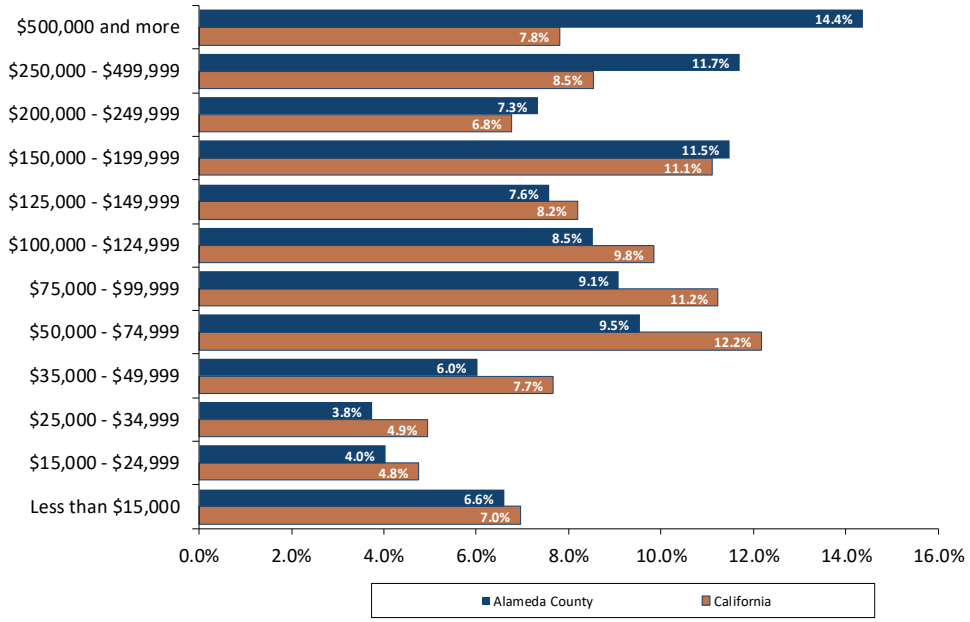
Median Household Income - 2026

	Median
Alameda County	$132,771
California	$105,377
Comparison of Alameda County to California	+ 26.0%

Source: Claritas SPOTLIGHT

The following chart shows the distribution of households across twelve income levels. Alameda County has a greater concentration of households in the higher income levels than California. Specifically, 45% of Alameda County households are at the $150,000 or greater levels in household income as compared to 34% of California households. A lesser concentration of households is apparent in the middle income levels, as 35% of Alameda County households are between the $50,000 - $150,000 levels in household income versus 41% of California households.

Household Income Distribution - 2026

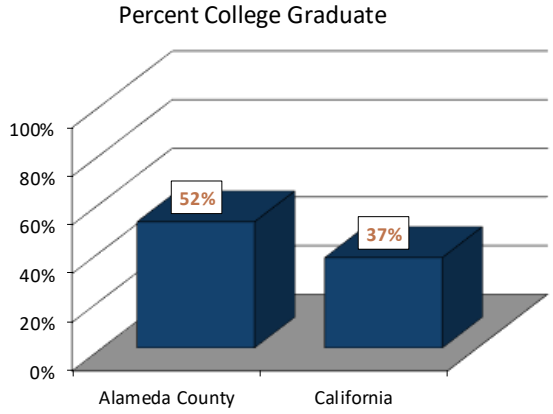


Source: Claritas SPOTLIGHT

Education Levels

Residents of Alameda County have a higher level of educational attainment than those of California. An estimated 52% of Alameda County residents are college graduates with four-year degrees, versus 37% of California residents.

Education Levels - 2026



Source: Claritas SPOTLIGHT

Transportation

The availability of a broad transportation network has been one of the major factors in the region's growth. The county is served by a number of Interstate routes and freeways, including Interstates 80, 580 and 880. Interstate 80 connects the western portion of the area to San Francisco to the west and the Sacramento region to the east. Interstate 580 connects the eastern portion of the county to San Joaquin County in the Central Valley to the east. Three bridges connect Alameda County across the Bay, including the Bay, Dumbarton and San Mateo Bridges. Bay Area Rapid Transit (BART) serves a large part of the region. The city of Oakland is the terminus of vital interstates and railways and has long been a major West Coast transportation hub for travelers and cargo. The port of Oakland is one of the nation's major container ports, providing an important connection to global markets. The city of Emeryville is a passenger stop for Amtrak trains. Oakland International Airport is the main airport serving the region. San Francisco International Airport is also easily accessible.

Recreation & Culture

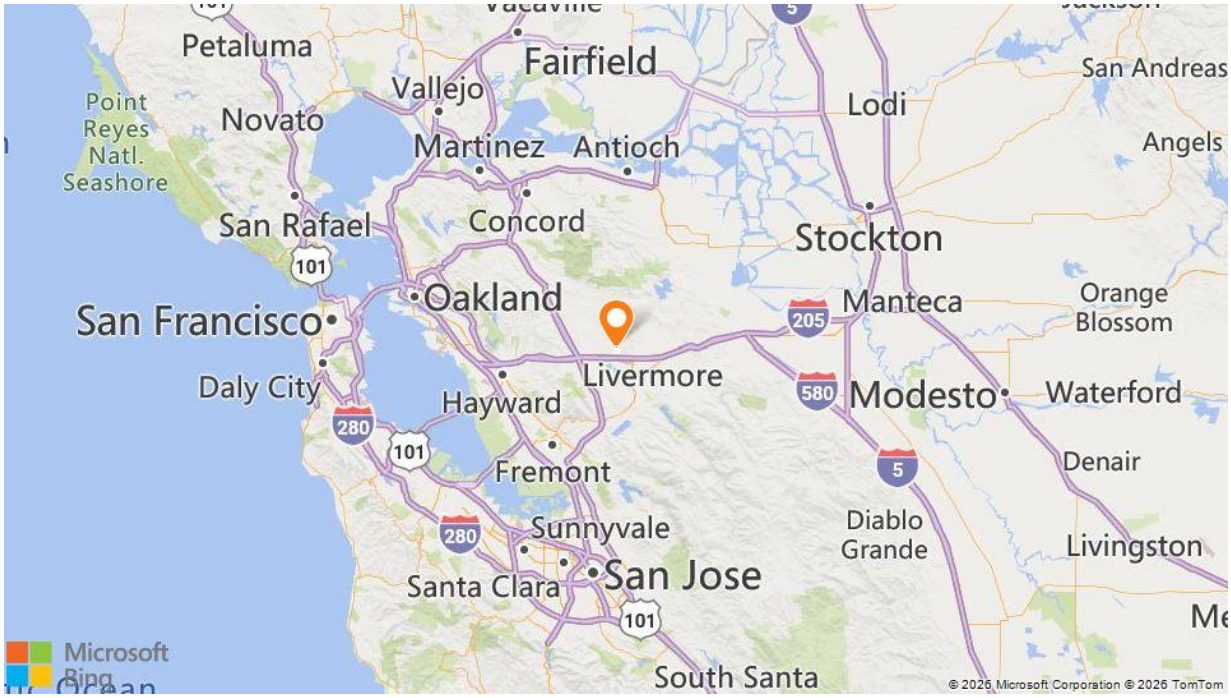
Alameda County offers a variety of recreational and cultural opportunities. Outdoor recreation is provided via an extensive regional park system, including Redwood Regional Park, Tilden Regional Park, Lake Chabot, and numerous shoreline preserves that provide opportunities for hiking, biking, boating, camping, and nature study. The county also maintains a variety of public golf courses, athletic complexes, and waterfront trails that encourage year-round activity. San Francisco Bay and Lake Merritt in Oakland further enhance water-based recreation and community gathering. Excursions to San Francisco are within a short drive and include the Golden Gate Bridge, Alameda Mammal Center, Muir Woods, Alcatraz and Angel Islands, to name a few.

Oakland is home to the Oakland Museum of California, the Oakland Zoo, and the Paramount and Fox Theatres, which host major performances and events. Berkeley adds to the cultural landscape with the UC Berkeley Art Museum and Pacific Film Archive, the Berkeley Repertory Theatre, and a strong tradition of performing arts and festivals. Fremont, Hayward, and Pleasanton feature community theaters, historical sites, and civic arts programs, while the annual Alameda County Fair in Pleasanton serves as a regional draw.

Conclusion

Alameda County benefits from one of the Bay Area's most diverse economies, spanning technology, healthcare, life sciences, education, logistics, advanced manufacturing, and government services, providing a level of stability that is greater than many single-industry markets. While office demand remains challenged by evolving workplace trends, growth in healthcare, research, biotechnology, and industrial sectors continues to support employment and investment activity. The Port of Oakland and the I-880 corridor play central roles in logistics and industrial activity. Looking ahead, Alameda County is expected to experience moderate economic growth supported by ongoing population and housing development, infrastructure investment, and its strategic location within the Bay Area. Although affordability constraints, housing shortages, and broader economic uncertainty may temper expansion, the county's diverse employment base, transportation connectivity, and long-term role as a regional business hub should support continued demand for commercial and residential real estate over the foreseeable future.

Area Map


Petaluma
Fairfield
Vallejo
San Andreas
Point Reyes Natl. Seashore
Novato
Martinez
Antioch
Lodi
Angels
San Rafael
Concord
Stockton
101
Oakland
Manteca
Orange Blossom
San Francisco
205
Daly City
Livermore
580
Modesto
Waterford
Hayward
280
101
Denair
5
Fremont
Diablo Grande
Sunnyvale
280
Livingston
Santa Clara
San Jose
101
Microsoft Bing
South Santa
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Surrounding Area Analysis

Boundaries

The boundaries of a neighborhood identify the physical area that influences the value of the subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of development, street patterns, terrain, vegetation and parcel size tend to identify neighborhoods. Roadways, waterways and changing elevations can also create neighborhood boundaries. The subject property is located in the city of Dublin, in the eastern part of Alameda County. The neighborhood is generally defined by the city limits of Dublin.

A map identifying the location of the property follows this section.

Access and Linkages

The Francis Ranch development is located in eastern Dublin, with access provided via Fallon Road and the surrounding local street network. Tassajara Road, which intersects Fallon Road northwest of the subject property, is a major north-south arterial serving the eastern portion of Dublin. Fallon and Tassajara Roads both provide direct, convenient connections to Dublin Boulevard, I-580, and surrounding residential and commercial areas. Interstate 580 is located nearby and provides regional access to Pleasanton and Livermore to the east and the greater East Bay, including San Ramon, Castro Valley, and Oakland, to the west. Interstate 680 is also readily accessible via the local roadway network and provides additional north-south connectivity through the Tri-Valley and to the greater Bay Area.

Public transportation is provided by Wheels, the Tri-Valley area's primary bus system, with additional regional connections available through the Bay Area Rapid Transit (BART) system, including the nearby West Dublin/Pleasanton and Dublin/Pleasanton stations. Overall, the development benefits from good local and regional accessibility via major arterial roadways, freeway connections, and public transportation.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2026 Estimates	1-mile Radius	3-mile Radius	5-mile Radius	Zip Code	Alameda County
Population 2020	16,202	128,385	212,570	71,797	1,682,353
Population 2026	17,153	131,352	217,253	75,196	1,647,132
Population 2031	17,965	134,146	221,453	77,993	1,633,829
Compound % Change 2020-2026	1.0%	0.4%	0.4%	0.8%	-0.4%
Compound % Change 2026-2031	0.9%	0.4%	0.4%	0.7%	-0.2%
Households 2020	5,206	43,089	71,648	23,400	591,636
Households 2026	5,519	42,728	70,864	23,525	576,085
Households 2031	5,799	43,317	71,612	24,221	570,277
Compound % Change 2020-2026	1.0%	-0.1%	-0.2%	0.1%	-0.4%
Compound % Change 2026-2031	1.0%	0.3%	0.2%	0.6%	-0.2%
Median Household Income 2026	$152,191	$208,719	$206,670	$211,682	$133,140
Average Household Size	2.6	3.0	3.0	3.1	2.8
College Graduate %	64%	70%	70%	69%	52%
Owner Occupied %	30%	63%	64%	61%	51%
Renter Occupied %	70%	37%	36%	39%	49%
Median Owner Occupied Housing Value	$999,681	$1,371,192	$1,441,332	$1,331,446	$1,124,736
Median Year Structure Built	2004	1992	1993	2003	1969
Average Travel Time to Work in Minutes	37	39	38	39	34

Source: Claritas 360

As shown above, the current population within a 3-mile radius of the subject is 131,352, and the average household size is 3.0. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. This is in contrast to the population of Alameda County, which is projected to decline, as discussed previously.

Median household income is $208,719, which is higher than the household income for Alameda County. Median owner-occupied home values within a 3-mile radius of the subject are considerably higher than those of Alameda County.

Land Uses

The area surrounding the Francis Ranch development is characterized primarily by newer residential development, planned open space, neighborhood parks, and supporting community and commercial uses. Francis Ranch itself is a 165.5-acre master-planned residential community comprising approximately 573 homes across six neighborhoods, including detached single-family homes, motor-court residences, duets, and townhomes. The development also includes two new neighborhood parks, Poppy Meadow Park and Wild Wind Park, totaling approximately 11 acres of parkland, as well as interconnected trails and recreational amenities.

Cottonwood Creek K-8 School, located just west of the subject, is a public school within the Dublin Unified School District. The school opened in 2018 and serves students from kindergarten through eighth grade. The approximately 10-acre campus features modern classroom and administrative buildings, a library, natural grass field and track, music facilities, multipurpose space, and technology-integrated classrooms. The school was established to serve Dublin's growing eastern community and serves the Francis Ranch and surrounding residential developments.

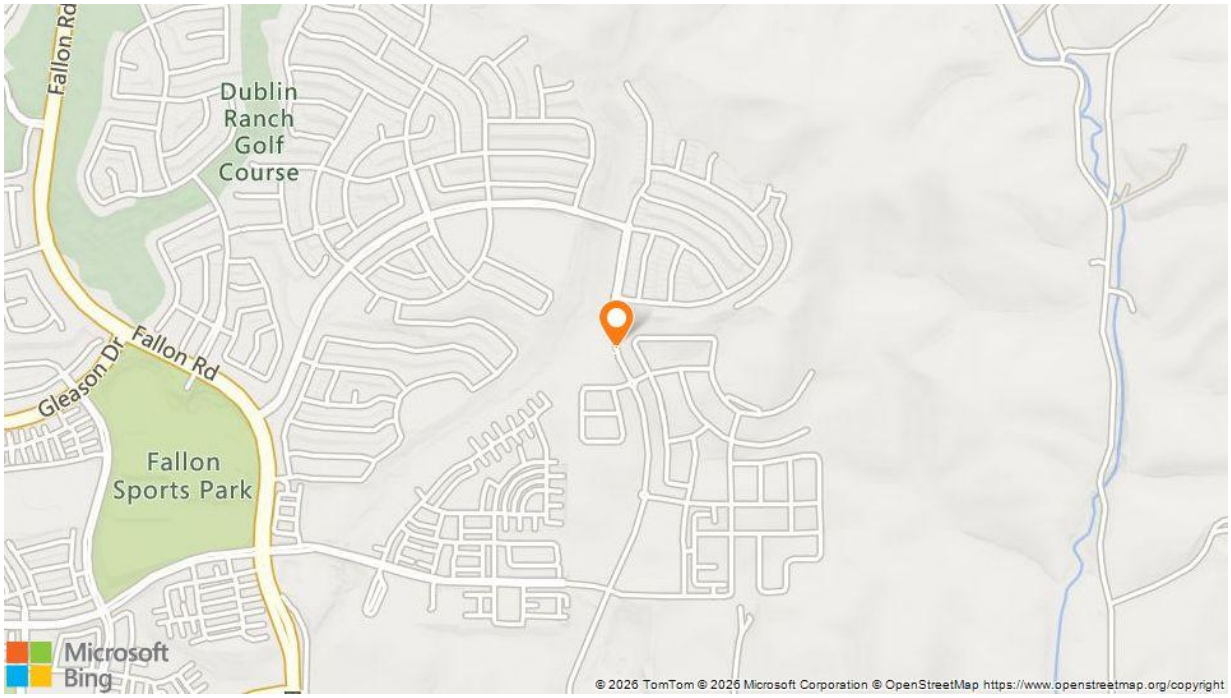
The surrounding eastern Dublin area has experienced substantial residential growth, with nearby developments including Jordan Ranch, Dublin Ranch, and additional newer residential neighborhoods along Central Parkway, Croak Road, and Tassajara Road. The area also benefits from convenient access to major shopping and dining destinations, including Hacienda Crossings Shopping Center, Fallon Gateway Center, Dublin Place, and the Shops at Waterford. Community uses include Emerald Glen Park, schools, recreational facilities, and the Dublin Civic Center and Library.

Additional residential development remains active in the immediate area. Within Francis Ranch, the six neighborhoods are being developed by Trumark Homes and Taylor Morrison, while a proposed 78-unit affordable apartment community, Eden at Francis Ranch, is planned at Central Parkway and Byrne Street. The broader Dublin area also continues to experience development of new housing and mixed-use projects, contributing to an evolving residential environment with a growing mix of housing, parks, schools, retail, and community-oriented uses.

Outlook and Conclusions

The outlook for the Francis Ranch development and surrounding eastern Dublin area is considered favorable. The area is well established as a growing residential community and continues to benefit from new housing construction, expanding community amenities, parks, schools, and nearby retail and commercial services. The development's location within the broader Dublin Ranch area provides good access to major transportation routes, employment centers, shopping, recreation, and other community services. Continued residential development and infrastructure investment are expected to support the area's long-term appeal. Overall, the subject's surrounding neighborhood is considered to have a positive outlook, with the existing and planned residential, commercial, and community uses expected to contribute to continued stability and growth.

Surrounding Area Map



Residential Market Analysis

Given prevailing land use patterns and the subject's zoning, a likely use of the property is for residential development. In the following paragraphs, we examine supply and demand indicators for residential development in the subject's area.

Submarket Overview

The subject is located in the city of Dublin. The subject is adjacent to newer home construction and planned future development and is considered to have good transportation linkages. The neighborhood is characterized as a suburban area that appeals to both local workers and commuters. Based on existing surrounding homes and new projects under development, the subject characteristics best support a project designed for move-up buyers.

Single-Family Building Permits

Single-family building permits for the city of Dublin as well as Alameda County totals are shown in the following table. When we compare the trend in permitting, population and price, there can be a relationship. More supply of homes could eventually mean lower prices, whereas conversely a lower number of permits pulled could eventually mean higher prices. Further, the number of permits pulled shows builder confidence in the current market when compared to other years.

Single-Family Building Permits

Year	City of Dublin	% Change	County of Alameda	% Change
2016	606	--	2,288	--
2017	966	59.41%	2,559	11.84%
2018	615	-36.34%	1,968	-23.09%
2019	145	-76.42%	1,975	0.36%
2020	146	0.69%	1,336	-32.35%
2021	101	-30.82%	1,337	0.07%
2022	127	25.74%	1,212	-9.35%
2023	171	34.65%	973	-19.72%
2024	59	-65.50%	825	-15.21%
2025	441	647.46%	1,117	35.39%

Source: SOCDS Building Permits Monthly Request

Single-Family Building Permits: 2026 Preliminary Data

Month	City of Dublin	County of Alameda
January	46	101
February	40	106
March	6	62
April	2	61
May	19	76
Total	**113**	**406**

Source: SOCDS Building Permits Monthly Request

New Home Pricing and Sales

The Gregory Group surveys active new home projects in California and Nevada. In the following table we present indicators for active single-family residential projects the subject's County for the past three years. The data include both attached and detached projects, but the vast majority of units are detached homes.

New Home Sales History

Quarter	Average Price	% Change Average Price	Average Home Size (SF)	Avg. Price / Avg. SF	% Change Price / SF	Quarter Sold	Number of Projects	Sold per Project per Month
1Q 2024	$1,099,078	--	2,442	$450.07	--	444	36	4.11
2Q 2024	$1,094,486	-0.42%	2,411	$453.96	0.86%	199	34	1.95
3Q 2024	$1,135,889	3.78%	2,390	$475.27	4.69%	148	30	1.64
4Q 2024	$1,155,175	1.70%	2,411	$479.13	0.81%	118	29	1.36
1Q 2025	$1,128,778	-2.29%	2,464	$458.11	-4.39%	197	35	1.88
2Q 2025	$1,113,992	-1.31%	2,471	$450.83	-1.59%	125	35	1.19
3Q 2025	$1,140,201	2.35%	2,478	$460.13	2.06%	172	34	1.69
4Q 2025	$1,103,759	-3.20%	2,489	$443.45	-3.62%	141	32	1.47
1Q 2026	$1,095,372	-0.76%	2,472	$443.11	-0.08%	207	31	2.23

Source: The Gregory Group

In terms of the number of home sales in Alameda County, over the last 12 months, the average was 1.64 sales per month per project, which was slightly down from the average for the prior 12-month period of 1.71 sales per month per project. As demonstrated above, the trend over the past five quarters has been downward, with 1Q 2026 average new home prices generally in line with 2Q 2024.

Active New Home Projects Pricing and Absorption

There are 22 active projects in Dublin and surrounding communities. These projects are summarized in the tables on the following page, based on data from the Second Quarter of 2026.

Active Projects (as of 2Q 2026)

Project Name	Master Plan	Age Restricted	Type	Community	Developer	Average Price	Avg. Home Size (SF)	Average Price/SF	Typical Lot Size (SF)	Units Planned	Units Offered	Units Sold	Units Unsold
Alicante	Arroyo Crossing	No	Attached	Livermore	Trumark Homes	$747,500	1,311	$570.18	--	109	17	10	7
Amara	Arroyo Crossing	No	Attached	Livermore	Trumark Homes	$1,003,000	2,001	$501.25	--	109	27	14	13
Amarone	No	No	Attached	Livermore	DeNova Homes	$647,067	972	$665.71	--	172	17	8	9
Azure†	Francis Ranch	No	Detached	Dublin	Trumark Homes	$2,580,000	3,754	$687.27	5,000	98	80	74	6
Cava	No	No	Attached	Livermore	DeNova Homes	$830,741	1,374	$604.61	--	112	46	45	1
City Village -- Courts	No	No	Detached	San Ramon	Summerhill Homes	$1,720,500	2,551	$674.44	2,400	154	72	65	7
City Village -- Rows	No	No	Attached	San Ramon	Summerhill Homes	$1,464,667	2,136	$685.71	--	114	42	40	2
City Village -- Towns	No	No	Attached	San Ramon	Summerhill Homes	$1,173,000	1,942	$604.02	--	116	112	110	2
Deerwood Heights	No	No	Attached	San Ramon	Trumark Homes	$1,113,750	1,778	$626.41	--	91	4	0	4
Jasmine†	Francis Ranch	No	Attached	Dublin	Trumark Homes	$1,253,750	1,974	$635.13	--	100	21	9	12
Larkspur†	No	No	Detached	Dublin	Taylor Morrison Homes	$2,425,000	3,555	$682.14	5,500	85	59	49	10
Magee Preserve	No	No	Detached	Danville	Davidon Homes	$3,320,900	4,654	$713.56	11,000	69	69	65	4
Marigold†	Francis Ranch	No	Detached	Dublin	Trumark Homes	$1,786,667	2,569	$695.47	4,400	98	48	44	4
Nexus	The DC	No	Attached	Dublin	Risewell Homes	$1,655,490	2,523	$656.16	--	105	14	6	8
Orchid†	Francis Ranch	No	Detached	Dublin	Trumark Homes	$2,865,000	4,630	$618.79	6,500	101	49	40	9
Parkton	No	No	Detached	Dublin	Trumark Homes	$1,629,500	2,418	$673.90	4,500	15	12	7	5
Primrose†	No	No	Detached	Dublin	Taylor Morrison Homes	$2,163,333	2,755	$785.24	4,500	85	66	53	13
Serenity	No	No	Attached	Livermore	Shea Homes	$902,772	1,744	$517.64	--	89	66	41	25
Solera	Arroyo Crossing	No	Attached	Livermore	Trumark Homes	$932,250	1,748	$533.32	--	120	24	18	6
Townsway	The DC	No	Attached	Dublin	Risewell Homes	$914,043	1,399	$653.35	--	120	7	1	6
Vantage	The DC	No	Detached	Dublin	Risewell Homes	$1,882,990	2,853	$660.00	3,600	13	6	0	6
Verdello	Arroyo Crossing	No	Detached	Livermore	Trumark Homes	$1,250,000	2,472	$505.66	2,100	86	17	10	7
					Minimum	$647,067	972	$501.25	2,100				
					Maximum	$3,320,900	4,654	$785.24	11,000				
					Average	$1,557,360	2,414	$634.09	4,950				

Source: The Gregory Group

†Subject Property

Absorption

Project Name	Master Plan	Community	Developer	Avg. Home Price (2Q 2026 Only)	Avg. Home Size (2Q 2026 Only)	Typical Lot Size (SF)	2Q 2026	1Q 2026	4Q 2025	3Q 2025	12-Month Total	Average per Quarter	Average per Month
Amara	Arroyo Crossing	Livermore	Trumark Homes	$1,003,000	2,001	--	3	4	4	3	14	3.5	**1.2**
Azure†	Francis Ranch	Dublin	Trumark Homes	$2,580,000	3,754	5,000	2	20	17	13	52	13.0	**4.3**
City Village -- Courts	No	San Ramon	Summerhill Homes	$1,720,500	2,551	2,400	1	3	4	3	11	2.8	**0.9**
City Village -- Rows	No	San Ramon	Summerhill Homes	$1,464,667	2,136	--	3	6	8	4	21	5.3	**1.8**
City Village -- Towns	No	San Ramon	Summerhill Homes	$1,173,000	1,942	--	6	7	3	13	29	7.3	**2.4**
Deerwood Heights	No	San Ramon	Trumark Homes	$1,113,750	1,778	--	0	--	--	--	0	0.0	**0.0**
Jasmine†	Francis Ranch	Dublin	Trumark Homes	$1,253,750	1,974	--	1	6	2	--	9	3.0	**1.0**
Larkspur†	No	Dublin	Taylor Morrison Homes	$2,425,000	3,555	5,500	11	16	12	6	45	11.3	**3.8**
Magee Preserve	No	Danville	Davidon Homes	$3,320,900	4,654	11,000	3	3	0	9	15	3.8	**1.3**
Marigold†	Francis Ranch	Dublin	Trumark Homes	$1,786,667	2,569	4,400	6	16	16	5	43	10.8	**3.6**
Nexus	The DC	Dublin	Risewell Homes	$1,655,490	2,523	--	6	--	--	--	6	6.0	**2.0**
Orchid†	Francis Ranch	Dublin	Trumark Homes	$2,865,000	4,630	6,500	7	8	9	11	35	8.8	**2.9**
Parkton	No	Dublin	Trumark Homes	$1,629,500	2,418	4,500	4	3	--	--	7	3.5	**1.2**
Primrose†	No	Dublin	Taylor Morrison Homes	$2,163,333	2,755	4,500	10	7	11	5	33	8.3	**2.8**
Vantage	The DC	Dublin	Risewell Homes	$1,882,990	2,853	3,600	0	--	--	--	0	0.0	**0.0**
Verdello	Arroyo Crossing	Livermore	Trumark Homes	$1,250,000	2,472	2,100	1	6	1	2	10	2.5	**0.8**
						Total	66	105	87	74			
						No. of Active Projects	17	13	12	11			
						Quarterly Pro-Rata	3.9	8.1	7.3	6.7			
						Monthly Pro-Rata	**1.3**	**2.7**	**2.4**	**2.2**			
										2.2	**Average Monthly Pro-Rata**		

Source: The Gregory Group

Resale Pricing

The following table shows historical resale data for more recently built homes (2015 and newer) in the city of Dublin. We restricted our search to lot sizes with less than 15,000 square feet. The resale market is analyzed as a further gauge of buyer demand for housing. Often home buyers are considering housing purchase options that cover both the new home market, as well as the resale market.

Resales

Address	Sale Date	Living Area (SF)	Sale Price	Last List Price	Sales Price/SF	Sale/List	Year Built	Days on Market	Lot Size (SF)
4367 Panorama Dr	8/17/2026	2,025	$1,325,000	$1,374,888	$654	96.37%	2018	17	2,120
5856 Nugget Way	8/17/2026	2,424	$1,335,000	$1,325,000	$551	100.75%	2019	12	2,267
6017 Basaltina Pl	8/13/2026	3,049	$1,750,000	$1,749,888	$574	100.01%	2022	27	3,038
4252 Oak Knoll Dr	8/10/2026	3,463	$2,315,000	$2,368,888	$668	97.73%	2017	48	5,590
2830 Delamar Dr	8/5/2026	4,415	$2,900,000	$3,250,000	$657	89.23%	2021	28	6,691
5821 Nugget Way	8/4/2026	2,836	$1,900,000	$1,898,800	$670	100.06%	2019	47	3,900
5977 Ruby Pl	7/31/2026	2,376	$1,515,000	$1,549,900	$638	97.75%	2023	85	2,242
4052 Knightstown St	7/30/2026	2,939	$1,700,000	$1,749,000	$578	97.20%	2017	43	6,344
2812 Mount Dana Dr	7/28/2026	3,018	$2,315,000	$2,499,300	$767	92.63%	2018	18	5,860
4047 St Helena Way	7/14/2026	2,258	$1,475,000	$1,549,000	$653	95.22%	2018	7	2,844
4247 Healdsburg Way	7/14/2026	2,156	$1,590,000	$1,599,888	$737	99.38%	2018	18	3,053
5866 Silhouette Ct	7/9/2026	2,700	$1,785,000	$1,774,900	$661	100.57%	2022	5	3,536
4519 Spring Mountain Way	7/9/2026	3,627	$2,315,000	$2,349,888	$638	98.52%	2018	12	5,013
5911 Silhouette Way	7/8/2026	2,785	$1,702,000	$1,749,000	$611	97.31%	2023	11	2,845
2880 Stringham Way	7/1/2026	2,027	$1,270,000	$1,298,000	$627	97.84%	2017	18	2,326
5952 Hadley Rd	6/29/2026	2,405	$1,505,000	$1,499,999	$626	100.33%	2019	6	2,040
2933 Stringham Way	6/29/2026	1,764	$1,320,000	$1,300,000	$748	101.54%	2017	16	2,550
3016 Threecastles Way	6/23/2026	2,327	$1,400,000	$1,375,000	$602	101.82%	2018	87	4,121
5535 Horizon Pkwy	6/22/2026	2,584	$1,325,000	$1,349,900	$513	98.16%	2019	108	2,300
5859 Beechwood Loop	6/22/2026	3,260	$2,220,000	$2,198,000	$681	101.00%	2019	4	5,411
5977 Lombard St	6/17/2026	2,654	$1,490,000	$1,499,000	$561	99.40%	2020	2	2,375
6937 Atlas Peak Dr	6/8/2026	3,288	$2,505,000	$2,488,818	$762	100.65%	2017	6	4,320
4026 Chalk Hill Way	6/4/2026	1,809	$1,350,000	$1,399,888	$746	96.44%	2017	8	2,726
7126 Stags Leap Ln	6/4/2026	2,685	$1,918,088	$1,599,000	$714	119.96%	2019	8	3,963
4272 Healdsburg Way	6/3/2026	1,841	$1,350,000	$1,350,000	$733	100.00%	2018	0	2,567
6862 Baird St	5/18/2026	2,008	$1,350,000	$1,299,000	$672	103.93%	2017	5	2,792
4036 Bothrin St	5/15/2026	2,298	$1,400,000	$1,399,000	$609	100.07%	2017	28	2,010
2829 Mount Dana Dr	5/12/2026	3,018	$2,375,000	$2,449,900	$787	96.94%	2018	35	6,026
3025 Vittoria Loop	5/12/2026	2,368	$1,430,000	$1,430,000	$604	100.00%	2015	0	2,408
2813 Stringham Way	5/6/2026	2,298	$1,398,000	$1,398,000	$608	100.00%	2017	20	2,010
4450 Sunset View Dr	5/1/2026	2,214	$1,710,000	$1,688,000	$772	101.30%	2015	9	4,222
Total Sales	**31**	**2,610 (avg.)**	**$1,717,358 (avg.)**	**$1,735,801 (avg.)**	**$659 (avg.)**	**99.42% (avg.)**	**2018 (avg.)**	**24 (avg.)**	**3,533 (avg.)**

Source: Local Multiple Listing Service (MLS)

Ability to Pay

In this section, we will examine the ability to pay among prospective buyers for a representative price point of the two benchmark lot categories analyzed within this report, based on the indicators from the competing projects. The subject consists of six product lines priced from $1,150,000 to $2,975,000; as such, we estimate a representative price point for each benchmark of $1,495,000 and $2,535,000 , respectively.

First, we will estimate the required annual household income based on typical mortgage parameters in the subject's market area. Specifically, we will employ a loan-to-value ratio of 80% (down payment of 20%), mortgage interest rate of 6.00%, 360 monthly payments, and a 40% ratio for the housing costs as a percent of monthly income (inclusive of principal, interest, all taxes and insurance). Property tax payments are accounted for in the analysis as well as homeowner's insurance and homeowner's association. The following table shows the estimate of the annual household income that would be required to afford homes priced at the representative price point.

Income Required			
Home Price	$1,495,000	$2,535,000	
Loan % of Price (Loan to Value)	80%	80%	
Loan Amount	$1,196,000	$2,028,000	
Interest Rate	6.00%	6.00%	
Mortgage Payment	$7,171	$12,159	
Property Taxes	$1,668	$2,740	Based on 1.237400% and direct charges of $1,516
City of Dublin CFD No. 2023-1	$234	$411	
Homeowner's Association Fee	$525	$345	
Property Insurance	$311	$528	
Total Monthly Obligation	$9,909	$16,184	
Mortgage Payment % of	40%	40%	
Monthly Income	$24,773	$40,459	
Annual Income	$297,281	$485,508	

†Rerpresents an average annual rate based on similar Tax Zones

We have obtained income data from Claritas Spotlight by Environics Analytics, for a 10-mile radius surrounding the subject property, which is considered representative of typical buyers for the subject property. In the following table we show the income brackets within the noted area, along with estimates of the percentage of households able to afford homes priced at the representative price points within each income bracket.

Household Ability: $1,495,000 Home

Household Income	Households	Percent of Households	Percent Able to Pay	Households	Households Able to Pay
< $15,000	12,270	11.5%	0.0%	0	0.0%
$15,000 - $24,999	4,763	4.5%	0.0%	0	0.0%
$25,000 - $34,999	2,362	2.2%	0.0%	0	0.0%
$35,000 - $49,999	2,941	2.8%	0.0%	0	0.0%
$50,000 - $74,999	4,329	4.0%	0.0%	0	0.0%
$75,000 - $99,999	7,539	7.1%	0.0%	0	0.0%
$100,000 - $124,999	8,353	7.8%	0.0%	0	0.0%
$125,000 - $149,999	8,726	8.2%	0.0%	0	0.0%
$150,000 - $199,999	8,554	8.0%	0.0%	0	0.0%
$200,000 - $249,999	15,181	14.2%	0.0%	0	0.0%
$250,000 - $499,999	10,550	9.9%	81.1%	8,555	8.0%
$500,000+	21,322	19.9%	100.0%	21,322	19.9%
	106,890	100.0%		29,877	28.0%

Household Ability: $2,535,000 Home

Household Income	Households	Percent of Households	Percent Able to Pay	Households	Households Able to Pay
< $15,000	12,270	11.5%	0.0%	0	0.0%
$15,000 - $24,999	4,763	4.5%	0.0%	0	0.0%
$25,000 - $34,999	2,362	2.2%	0.0%	0	0.0%
$35,000 - $49,999	2,941	2.8%	0.0%	0	0.0%
$50,000 - $74,999	4,329	4.0%	0.0%	0	0.0%
$75,000 - $99,999	7,539	7.1%	0.0%	0	0.0%
$100,000 - $124,999	8,353	7.8%	0.0%	0	0.0%
$125,000 - $149,999	8,726	8.2%	0.0%	0	0.0%
$150,000 - $199,999	8,554	8.0%	0.0%	0	0.0%
$200,000 - $249,999	15,181	14.2%	0.0%	0	0.0%
$250,000 - $499,999	10,550	9.9%	5.8%	612	0.6%
$500,000+	21,322	19.9%	100.0%	21,322	19.9%
	106,890	100.0%		21,934	20.5%

Conclusions

The Dublin housing market is considered stable to favorable, supported by the city's desirable location within the Tri-Valley, strong employment base, access to major transportation routes, and established residential and community amenities. Demand for housing remains supported by the area's highly rated schools, newer residential neighborhoods, parks, shopping, and proximity to major employment centers throughout the East Bay and Silicon Valley. Although higher mortgage rates and affordability constraints have moderated overall market activity compared with the exceptionally strong conditions experienced in prior years, Dublin continues to benefit from limited developable land and ongoing demand for well-located housing. New residential construction, particularly within master-planned communities in eastern Dublin, continues to expand the local housing inventory and provide additional opportunities for buyers. Overall, the Dublin housing market is expected to remain relatively competitive and stable over the foreseeable future, with well-maintained and appropriately priced properties positioned to experience continued demand.

Property Analysis

Land Description and Analysis

Land Description	
Land Area	165.50 acres; 7,209,180 SF
Primary Street Frontage	Croak
Shape	Irregular
Corner	No
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	06001C0329G
Date	August 3, 2009
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Dublin
Zoning Designation	PD (PA 04-040)
Description	Fallon Village Planned Development
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Single-family residential (medium/medium-high density)
Other Land Use Regulations	None reported or observed
Utilities	
Service	Provider
Water	Dublin San Ramon Services District (DSRSD)
Sewer	DSRSD
Electricity	PG&E
Natural Gas	PG&E
Local Phone	Xfinity and AT&T

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Offsite Improvements

At the time of inspection, intract work appeared to be complete.

Entitlements

A summary of the current legal (entitlements) and physical status of the appraised properties is shown in the following table.

Entitlements

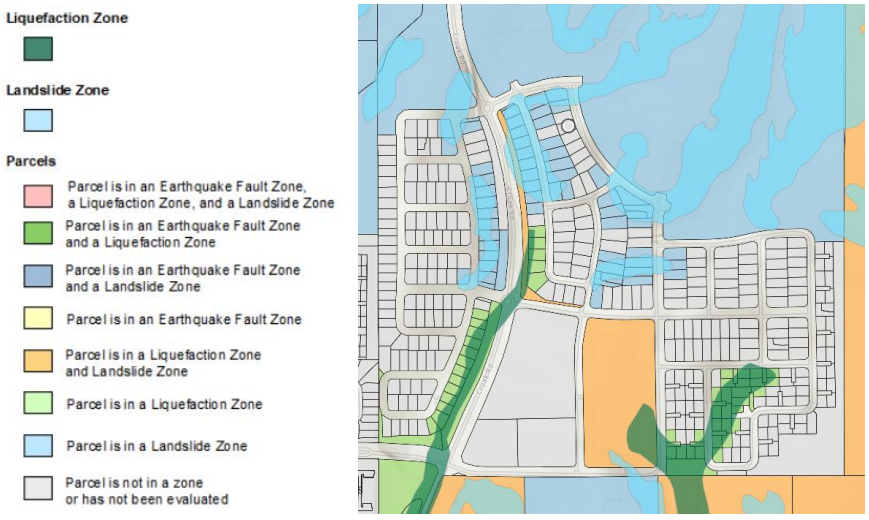
Description	No. of Lots/Homes
Completed Single-Family Homes without Complete Assessed Value	150
Partially Completed Single-Family Homes (Under Construction)	182
Improved Single-Family Lots	154
Total	**486**

The balance of City of Dublin CFD No. 2023-1, 69 single-family residential homes, are reflected on the County of Alameda Assessor's Tax Roll with a complete assessment for both land and improvements and are not a part of this Appraisal Report.

Seismic Hazards

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Earthquake Fault Zoning Act was enacted by the State of California in 1972 to regulate development near active earthquake faults. The Act required the State Geologist to delineate “Earthquake Fault Zones” (formerly known as “Special Studies Zones”) along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting.

According to information from the California Department of Conservation and the California Geological Survey, the subject is not located within an Alquist-Priolo Special Studies Zone. A portion of subject is located in a liquefaction and landslide zone.

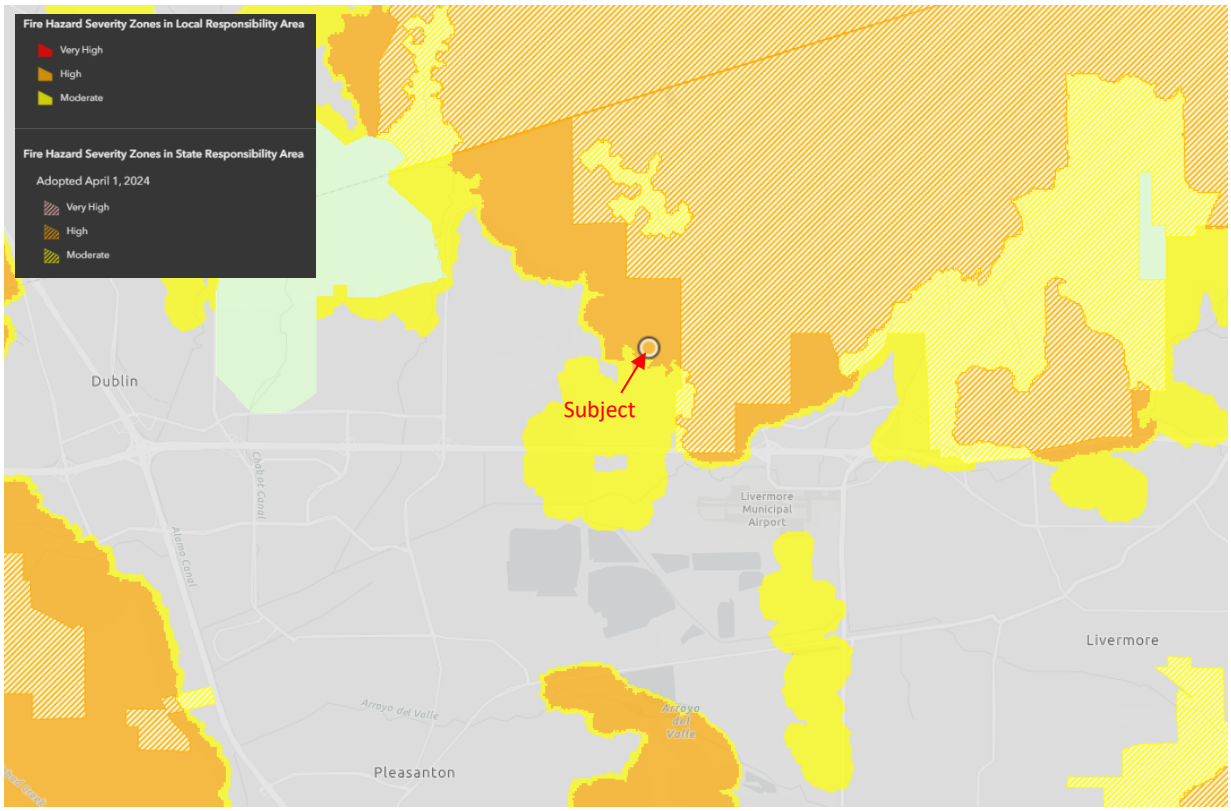


It's worth noting, the subject property is located within a Geologic Hazard Abatement District (GHAD), a public agency established under California law to provide ongoing monitoring, maintenance, prevention, mitigation, and abatement of identified geologic hazards such as landslides, erosion, land subsidence, and related ground movement risks. GHADs are commonly established for residential developments where long-term management of geologic conditions is necessary to protect public safety and property improvements.

Properties within a GHAD are typically subject to annual assessments that fund inspection programs, maintenance of drainage and slope stabilization improvements, reserve funds for future repairs, and emergency response activities related to geologic hazards. The existence of a GHAD does not necessarily indicate adverse site conditions beyond those anticipated during development; rather, it provides a structured mechanism for the ongoing management and funding of geologic hazard mitigation measures.

Fire Hazard Risk

The subject property is in Local Responsibility Area (LRA), meaning the financial responsibility of preventing and suppressing wildfires is primarily the responsibility of a Local agency (City of Dublin). The Fire and Resource Assessment Program of CAL FIRE has classified areas of the subject's County by Fire Hazard Severity Zone. As shown in the following map, the subject's area has been classified as a moderate/high area of concern.



Environmental Hazards

An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.

Easements, Encroachments and Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Permits and Fees

Permits and fees vary by project, the following table details the varying permits and fees for each product line.

Permits and Fees due at Building Permit						
Lot Size Categories	2,265 SF	3,780 SF	4,500 SF	5,000 SF	5,500 SF	6,500 SF
Permits and Fees	$ 77,774 per unit	$142,933 per unit	$123,418 per unit	$145,933 per unit	$131,484 per unit	$149,545 per unit
	Range: $77,774 - $149,545 per unit					

Site Development Costs

Construction of horizontal improvements appears to be complete. As such, no further development costs are accounted for in this analysis.

Conclusion of Site Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include single-family residential (medium/medium-high density). We are not aware of any other particular restrictions on development.

Proposed Improvements Description

Overview

The subject property is being developed by Trumark Homes and Taylor Morrison and details of the communities are presented in the following table.

Floor Plan Summary

Project Name	Builder	Living Area (SF)	Bedroom	Bathroom	Stories	Garage	Typical Lot Size (SF)	Builder's Base Price	Monthly HOA Dues
Azure	**Trumark Homes**								$345
Residence 1		3,650	4	5.5	Two	2-Car	5,000	$2,495,000	
Residence 2		3,813	4	5.5	Two	2-Car	5,000	$2,585,000	
Residence 3		3,799	4	5.5	Two	2-Car	5,000	$2,670,000	
Jasmine	**Trumark Homes**								
Residence 1 | Townhomes		1,970	4	3.5	Two	2-Car	2,265	$1,150,000	$500
Residence 2 | Townhomes		2,072	4	3.5	Three	2-Car	2,265	$1,190,000	
Residence 1 | Duets		1,921	3	2.5	Two	2-Car	2,265	$1,260,000	
Residence 2 | Duets		1,934	3	3.0	Two	2-Car	2,265	$1,390,000	
Marigold	**Trumark Homes**								$544
Residence 1		2,470	4	3.0	Two	2-Car	3,780	$1,750,000	
Residence 2		2,625	4	3.0	Two	2-Car	3,780	$1,840,000	
Residence 3		2,612	4	3.0	Two	2-Car	3,780	$1,870,000	
Orchid	**Trumark Homes**								$345
Residence 1		4,398	4	5.5	Two	2-Car	6,500	$2,860,000	
Residence 2		4,654	5	5.5	Two	2-Car	6,500	$2,895,000	
Residence 3		4,838	5	5 + 2 half	Two	2-Car	6,500	$2,975,000	
Primrose	**Taylor Morison**								
Plan 1		2,605	4	3.0	Two	2-Car	4,500	$2,095,000	N/Ap
Plan 2		2,742	4	3.0	Two	2-Car	4,500	$2,075,000	
Plan 3		2,919	4	3.0	Two	2-Car	4,500	$2,345,000	
Larkspur	**Taylor Morrison**								N/Ap
Plan 1		3,556	4	3.5	Two	2-Car	5,500	$2,550,000	
Plan 2		3,500	4	3.5	Two	2-Car	5,500	$2,550,000	
Plan 3		3,611	4	3.5	Two	2-Car	5,500	$2,575,000	

The interior finish profile is considered to be of a typical quality for the area, which is generally good overall quality.

The subject property has a Homeowner's Association (HOA); dues vary by product line and will be paid by the future homeowners.

The subject's floor plans can be seen on the developer's website.

Elevations



Azure by Trumark Homes



Marigold by Trumark Homes



Jasmine (Duets) by Trumark Homes



Jasmine (Townhomes) by Trumark Homes



Orchid by Trumark Homes



Primrose by Taylor Morrison



Larkspur by Taylor Morrison





























































Real Estate Taxes

The property tax system in California was amended in 1978 by Article XIII to the State Constitution, commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1975-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be re-appraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

Ad Valorem Taxes

The existing ad valorem taxes are of nominal consequence in this appraisal, primarily due to the fact these taxes will be adjusted substantially as the remaining property improvements are completed and in consideration of the definition of market value employed in this appraisal, which assumes a sale of the appraised properties. According to the Alameda County Treasurer-Tax Collector's Office, the subject has a tax rate of 1.237400% for tax year 2026/27 (latest available), based on assessed value. In addition, the appraised properties are subject to direct charges. Based on information provided by the developer it is estimated the subject would have direct charges of approximately $1,516 per lot.

Special Assessments

All of the appraised properties are encumbered by the Special Tax Lien of City of Dublin CFD No. 2023-1 that also increases 2% per year. With respect to special taxes, we have relied upon information provided by the special tax consultant, for the annual special tax levy on the appraised properties, which are shown as follows for tax year 2026/27:

Special Tax Table (Fiscal Year 2026-2027)

Land Use Category	Tax Zone	Assigned Special Tax
Single-Family Property	Tax Zone 1 (Orchid)	$6,208 per unit
Single-Family Property	Tax Zone 2 (Azure)	$4,882 per unit
Single-Family Property	Tax Zone 3 (Larkspur)	$4,669 per unit
Single-Family Property	Tax Zone 4 (Primrose)	$3,980 per unit
Single-Family Property	Tax Zone 5 (Marigold)	$3,502 per unit
Single-Family Property	Tax Zone 6 (Jasmine)	$2,122 per unit

Source: Rate and Method of Apportionment of Special Taxes

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Physically possible.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Highest and Best Use As If Vacant

Legally Permissible

The site is zoned PD (PA 04-040), Fallon Village Planned Development. Permitted uses include single-family residential (medium/medium-high density). To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. The subject property has recorded final maps in place. The subject's present entitlements are the result of significant planning and review, and any rezone or land use different than currently approved is unlikely. Given prevailing land use patterns in the area, only single-family residential is given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible

The physical characteristics of a site that affect its possible use include, but are not limited to, location, street frontage, visibility, access, size, shape, topography, availability of utilities, offsite improvements, easements and soil and subsoil conditions. The legally permissible test has resulted in single-family residential development; at this point the physical characteristics are examined to see if they are suited for the legally permissible use.

Based on our physical inspection of the subject property, we know of no reason why the property would not support development. All utilities are available to the perimeter of the site. The property is not located within an adverse earthquake, flood, or fire zone. Further, the subject is proximate to new development and development appears possible. Surrounding land uses are compatible and/or similar. Development on adjacent properties provides support that soils are adequate for development. Based on the physical characteristics of the subject property, residential development is considered physically possible and most appropriate

Financially Feasible

Financial feasibility depends on supply and demand influences. With respect to financial feasibility of single-family residential development, in recent months merchant builders have acquired unimproved lots for near term construction, and there are multiple active projects in the area that demonstrate demand for new homes. Finished lots are transferring for prices that exceed the sum of unimproved lots and site development costs, which reflects completion of site development is financially feasible.

Maximally Productive

Legal, physical, and market conditions have been analyzed to evaluate the highest and best use of the appraised properties as vacant. The analysis is presented to evaluate the type of use(s) that will generate the greatest level of future benefits possible to the property. Based on the factors previously discussed, the maximally productive use of the appraised properties, and their highest and best use as vacant is for near-term single-family residential development.

As Improved (Proposed)

As with the highest and best use as though vacant, the four tests of highest and best use must also be applied to the subject property considering the in-place improvements. Consideration must be given to the continued as-is use of the subject, as well as alternative uses for the subject. The potential alternative uses consist of demolition, expansion, conversion or renovation.

In the case of undeveloped land under development, consideration must be given to whether it makes sense to demolish existing improvements (either on-site or off-site improvements) for replacement with another use. The time and expense to demolish existing improvements, re-grade, reroute utilities or re-map must be weighed against alternative uses. If the existing or proposed improvements are not performing well, then it may produce a higher return to demolish existing improvements, if any, and re-grade the site for development of an alternative use.

Based on the current condition, the improvements completed contribute to the overall property value. The value of the subject property as improved exceeds its value as vacant less demolition. The highest and best use of the subject property as improved is for continuing construction of homes, as dictated by demand.

Most Probable Buyer

In conjunction with the definition of market value, this appraisal assumes a hypothetical sale of the subject properties to a probable buyer/user, as of the date of value. The subject is considered to have good appeal for production homes. The most probable buyer would be a homebuilder for the partially-improved lots, finished lots, homes under construction. The most probable buyer for the completed homes would be an individual homeowner.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Additional analyses often undertaken in the valuation of subdivisions include **extraction**, **land residual analysis,** and the **subdivision development method**.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Market Valuation – Floor Plans

The market value of the subject's smallest floor plans within each community with a completed home are estimated in this section. The objective of the analysis is to estimate the base price, net of incentives, upgrades and lot premiums. Incentives can take the form of direct price reductions or non-price incentives such as upgrades, interest rate buydowns, or non-recurring closing costs. Further, for the homes with various options of the number of bedrooms or bathrooms, consistent with the "not-less-than" valuation, we will utilize the lesser of the two options.

This approach is based on the economic principle of substitution. According to The Appraisal of Real Estate, 15th Edition (Chicago: Appraisal Institute, 2020), "*The principle of substitution holds that the value of property tends to be set by the cost of acquiring a substitute or alternative property of similar utility and desirability within a reasonable amount of time*." The sales comparison approach is applicable when there are sufficient recent, reliable transactions to indicate value patterns or trends in the market.

The proper application of this approach requires obtaining recent sales data for comparison with the appraised properties. In order to assemble the comparable sales, we searched public records and other data sources for leads, then confirmed the raw data obtained with parties directly related to the transactions (primarily brokers, buyers and sellers). Further, we searched the Multiple Listing Service (MLS) for resales of comparable properties. The comparables utilized in the following analysis are from sales within the subject's active communities, sales from surrounding communities, and the MLS.

The smallest floor plans within the communities are shown in the following table.

Smallest Floor Plan Summary

Floor Plan	Living Area (SF)	Bedroom	Bathroom	Stories	Garage	Typical Lot Size (SF)	Developer's Base Price
Azure	3,650	4	5.5	Two	2-Car	5,000	$2,420,000
Jasmine	1,921	3	2.5	Two	2-Car	2,265	$1,310,000
Marigold	2,470	4	3.0	Two	2-Car	3,780	$1,730,000
Orchid	4,398	4	5.5	Two	2-Car	6,500	$2,860,000
Primrose	2,605	4	3.0	Two	2-Car	4,500	$2,095,000
Larkspur	3,500	4	3.5	Two	2-Car	5,500	$2,550,000

The comparable sales are summarized in the following table.

Comparable Home Sale Summary

No.	Address	City/Community	Contract Date	Sale Price	Close of Escrow	Living Area (SF)	Bedroom	Bathroom	Garage	Year Built	Lot Size (SF)
1	1752 Wren St	Dublin	11/28/2025	$2,527,668	6/29/2026	3,650	4	5.5	2-Car	2026	6,033
2	1692 Wren Ct	Dublin	8/31/2025	$3,409,230	4/29/2026	4,415	4	5.5	2-Car	2026	8,371
3	Croak Rd - Lot 6	Dublin	5/24/2026	$1,283,595	6/29/2026	1,921	3	2.5	2-Car	2026	2,700
4	Croak Road - Lot 79	Dublin	1/25/2026	$1,813,860	6/25/2026	2,470	4	3.0	2-Car	2026	3,780
5	Croak Road - lot 65	Dublin	1/18/2026	$1,760,663	3/18/2026	2,610	4	3.0	2-Car	2026	3,606
6	1936 Michael Avenue	Dublin	4/25/2026	$2,075,000	5/28/2026	2,605	4	3.0	2-Car	2026	4,773
7	3846 Aviano Way	Dublin	6/15/2026	$1,599,990	7/13/2026	2,468	4	3.5	2-Car	2025	1,993
8	1522 E Walsh Ave	Dublin	6/15/2026	$1,765,000	7/15/2016	2,612	4	3.0	2-Car	2025	3,916
9	1601 Walsh Avenue	Dublin	1/28/2026	$2,360,000	6/23/2026	3,617	4	3.5	2-Car	2026	6,426
10	3982 Quinn Road	Dublin	3/26/2026	$2,460,000	5/29/2026	3,556	4	3.5	2-Car	2026	5,984
11	4867 Diablo View St	Dublin	8/6/2026	$1,599,900	Pending	2,075	4	3.5	2-Car	2026	2,500
12	6010 Sunglow Ter.	San Ramon	12/26/2025	$1,468,000	1/23/2026	2,092	4	3.5	2-Car	2026	1,776
13	1660 Savanna Ln	Dublin	3/2/2026	$3,401,798	8/10/2026	4,654	5	5.5	2-Car	2026	8,608
14	1699 Wren Ct	Dublin	8/29/2025	$3,177,386	5/13/2026	4,415	4	5.5	2-Car	2026	11,741

Discussion of Adjustments

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Special Taxes	Bond debt has a direct impact on the amount for which the end product will sell. In an effort to account for the impact of bond indebtedness on the sales price, we establish a present value amount for the difference in the bond encumbrance between the subject and comparables based on the annual assessment, and the estimated average holding period of a single-family home, which is estimated at 12 years.	The subject and all of the comparables have a bond encumbrance and are adjusted accordingly.
Upgrades and Incentives	The objective of the analysis is to estimate the base value per floor plan, net of incentives. Incentives can take the form of direct price reductions or non-price incentives such as upgrades or non-recurring closing costs.	Incentives and upgrades included in the sales have been considered and adjusted for in this analysis.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	The comparable sales were cash to the seller transactions and do not require adjustments.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	The comparables did not involve any non-market or atypical conditions of sale. Adjustments for this factor do not apply.
Market Conditions (Date of Sale, Phase Adjustment)	The market conditions vary over time, but the date of this appraisal is for a specific point in time. In a dynamic economy – one that is undergoing changes in the value of the dollar, interest rates and economic growth or decline – extra	As demonstrated in the previous market analysis section, new home pricing on a dollar per square foot basis has been fluctuating over the past twelve months in the subject's market area, as well as within the region overall. Based on current

Adjustment Factor	Accounts For	Comments
	attention needs to be paid to assess changing market conditions. Significant monthly changes in price levels can occur in several areas of a neighborhood, while prices in other areas remain relatively stable. Although the adjustment for market conditions is often referred to as a time adjustment, time is not the cause of the adjustment.	market conditions, an adjustment for market conditions is not considered necessary.
Location	Location is a very important factor to consider when making comparisons. The comparables need not be in the same neighborhood but should be in neighborhoods that offer the same advantage and have, in general, the same overall desirability to the most probable buyer or user.	Most of the comparables are located within Dublin; however, Comparable 12 is located in San Ramon and is adjusted downward for superior locational attributes (higher property values and median income levels).
Community Appeal	Community characteristics that may influence sale prices include a gated amenity or the condition of surrounding development.	The subject and all of the comparables have similar community appeal and do not require adjustments.
Lot Size	The lot size adjustment pertains to the differences between the subject's average lot size and comparables with either larger or smaller lots. It does not include any lot premium adjustments, which are adjusted for separately. The amount of the adjustment used in the comparison of the base lot sizes comes from a survey of premiums paid for larger lots.	Considering the average lot size adjustment factors indicated by the comparable sales utilized in this analysis, lot size adjustment factor of $12.00 /SF is considered reasonable for the subject's residential lots. This figure is supported by observations of sales in the subject's market area.
Lot Premiums/ Discounts	Properties sometimes achieve premiums for corner or cul-de-sac positioning, or proximity to open space or views. Adjustments for lot position premiums would be in addition to lot size adjustments previously considered.	Appropriate adjustments are applied based upon lot placement and configuration within their respective projects.

Adjustment Factor	Accounts For	Comments
Design and Appeal	Design and appeal of a floor plan is consumer specific. One exterior may appeal to one buyer, while another appeals to a different buyer. These types of features for new homes with similar functional utility are not typically noted in the base sales prices.	All of the comparables are similar to the subject in regard to design and appeal.
Quality of Construction	Construction quality can differ from slightly to substantially between projects and is noted in the exterior and interior materials and design features of a standard unit. In terms of quality of construction, the subject represents good construction quality.	Most of the comparable sales feature similar construction quality and do not require adjustments. However, slight adjustments are made to those comparables with superior quality finishes.
Age/Condition	When comparing resale to resale, the market generally reflects a difference of 1% per year of difference in effective age.	All of the comparable sales represent new construction; thus, no adjustments are required.
Functional Utility	Ability to adequately provide for its intended purpose.	The appraised properties include both alley-loaded properties and traditional single-family residential lots. All things being equal, traditional single-family lots are generally more desirable. As such, an adjustment is warranted to the comparables with alley-loaded lots when compared to a traditional-single family lot.
Room Count	For similar size units the differences between room count is a buyer preference. One buyer might prefer two bedrooms and a den versus a three-bedroom unit. Extra rooms typically result in additional building area and are accounted for in the size adjustment. Therefore, no adjustments are made for number of total rooms or bedrooms.	Because bathrooms are a functional item for each floor plan and add substantial cost due to the number of plumbing fixtures, an adjustment is made for the difference in the number of fixtures between the subject and the comparable sales. The adjustment is based on an amount of $25,000 per fixture (or half-bath) and is supported by cost estimates for an average quality home in the Residential Cost

Adjustment Factor	Accounts For	Comments
		Handbook, published by the Marshall and Swift Corporation. Considering the fact that plumbing upgrades for existing bathrooms generally range from $5,000 to over $25,000 for the various fixtures, the $25,000 per fixture, or half-bath, is supported. Consequently, a factor of $50,000 per full bath is also applied in our analysis.
Unit Size/Living Area	Units similar (in the same development), except for size, were compared to derive the applicable adjustment for unit size. Those used for comparison purposes, are units within similar projects. Units within the same project were used since they have a high degree of similarity in quality, workmanship, design and appeal. Other items such as a single level or two-story designs, number of bathrooms and number of garage spaces were generally similar in these comparisons, in order to avoid other influences in price per square foot. Where differences exist, they are minor and do not impact the overall range or average concluded.	The typical range indicated by the paired units in this analysis generally demonstrated a value range from approximately $75 to upwards of $150 per square foot. Considering the information cited above, a factor of $100.00 per square foot is concluded to be appropriate and reasonable for the difference in living area between the subject and the comparables, given the quality of the product.
Number of Stories	For similar size units, the differences between the number of stories is typically a buyer preference. One buyer might prefer a single-story versus a two-story unit.	In current market conditions, single story floor plans typically demand a slight premium; as such, an adjustment of 1% is applied for story differences. However, no adjustment is warranted for the difference between two-story and three-story townhome designs. While the number of stories can influence the layout and distribution of living space, the overall utility, appeal, and marketability of the townhomes are considered

Adjustment Factor	Accounts For	Comments
		generally comparable. Both configurations provide similar functional living areas and amenities, and the additional level in a three-story design does not appear to result in a measurable difference in market desirability, and/or quantifiable price differential attributable solely to the number of stories.
Parking/Garage	Number of garage spaces	The subject and all of the comparables offer two-car garages. As such, no adjustment is warranted for this element of comparison.
Landscaping	Included landscaping	The subject and all of the comparables include only front yard landscaping.

Adjustment Grids

The following pages include grids reflecting the aforementioned adjustments.

Azure

Project Information	Subject Property	Comparable 1		Comparable 9		Comparable 10	
Project Name	Azure	Azure		Larkspur		Larkspur	
Plan	Residence 1	Residence 1		Plan 3		Plan 1	
Address/Lot Number		1752 Wren St		1601 Walsh Avenue		3982 Quinn Road	
City/Area	Dublin	Dublin		Dublin		Dublin	
Price	N/Ap		$2,527,668		$2,360,000		$2,460,000
Price Per SF	N/Ap	$692.51		$652.47		$691.79	
Special Taxes (12-year hold at 4.5%)	$44,517		$44,517		$42,575		$42,575
Adjustment			*$0*		*-$1,942*		*-$1,942*
Adjusted Price (Including Bonds)			***$2,527,668***		***$2,358,058***		***$2,458,058***
Total Consideration per SF		$692.51		$651.94		$691.24	
Data Source		Project sales agent		Project sales agent		Project sales agent	
Incentives	N/Ap	No	$0	Yes	$257,004	Yes	$143,958
Upgrades	Base	Yes	($77,668)	Yes	($191,055)	Yes	($219,008)
Effective Base Sales Price			**$2,450,000**		**$2,424,007**		**$2,383,008**

Adjustments:	Factor		Description	+/(-)	Description	+/(-)	Description	+/(-)
Property Rights		Fee Simple	Similar		Similar		Similar	
Financing Terms		Cash Equivalent	Similar		Similar		Similar	
Conditions of Sale		Market	Market		Market		Market	
Market Conditions								
Contract Date		8/14/2026	11/28/2025		1/28/2026		3/26/2026	
Project Location		Dublin	Dublin		Dublin		Dublin	
Community Appeal		Average	Similar		Similar		Similar	
Lot Size	$12.00	5,000	6,033	($12,396)	6,426	($17,112)	5,984	($11,808)
Lot Premium		N/Ap	Similar		Similar		Similar	
Design and Appeal		Average	Similar		Similar		Similar	
Quality of Construction		Good	Similar		Similar		Similar	
Age (Total/Effective)		New	Similar		Similar		Similar	
Condition		Good/New	Similar		Similar		Similar	
Functional Utility		Average	Similar		Similar		Similar	
Room Count								
Bedrooms		4	4		4		4	
Baths	$50,000	5.5	5.5	$0	3.5	$100,000	3.5	$100,000
Living Area (SF)	$100.00	3,650	3,650	$0	3,617	$3,300	3,556	$9,400
Number of Stories		Two	Two		Two		Two	
Heating/Cooling		Central/Forced	Similar		Similar		Similar	
Garage	$25,000	2-Car	2-Car		2-Car		2-Car	
Landscaping		Front	Similar		Similar		Similar	
Other		None	Similar		Similar		Similar	
Gross Adjustments				$12,396		$120,412		$121,208
Net Adjustments				**($12,396)**		**$86,188**		**$97,592**
Adjusted Retail Value				**$2,437,604**		**$2,510,195**		**$2,480,600**

Concluded Retail Value	**$2,475,000**
Indicated Value Per SF	**$678.08**

Adjustments were necessary to account for differences between these homes and the subject's floor plan. The sales provide a range of indicators of $2,437,604 to $2,510,195. We have concluded an estimate of value slightly higher than the current base pricing of $2,475,000.

Jasmine

Project Information	Subject Property	Comparable 3		Comparable 11		Comparable 12	
Project Name	Jasmine	Jasmine		Dublin Centre		City Village - Rows	
Plan	Residence 1	Residence 1 (Duet)		Plan 1		Plan 2	
Address/Lot Number		Croak Rd - Lot 6		4867 Diablo View St		6010 Sunglow Ter.	
City/Area	Dublin	Dublin		Dublin		San Ramon	
Price	N/Ap		$1,283,595		$1,599,900		$1,468,000
Price Per SF	N/Ap	$668.19		$771.04		$701.72	
Special Taxes (12-year hold at 4.5%)	$19,350		$19,350		$61,605		$69,046
Adjustment			*$0*		*$42,256*		*$49,696*
Adjusted Price (Including Bonds)			***$1,283,595***		***$1,642,156***		***$1,517,696***
Total Consideration per SF		$668.19		$791.40		$725.48	
Data Source		Project sales agent		MLS		MLS	
Incentives	N/Ap	Yes	$48,541	No	$0	No	$0
Upgrades	Base	Yes	($72,136)	No	$0	No	$0
Effective Base Sales Price			**$1,260,000**		**$1,642,156**		**$1,517,696**

Adjustments:	Factor		Description	+/(-)	Description	+/(-)	Description	+/(-)
Property Rights		Fee Simple	Similar		Similar		Similar	
Financing Terms		Cash Equivalent	Similar		Similar		Similar	
Conditions of Sale		Market	Market		Market		Market	
Market Conditions								
Contract Date		8/14/2026	5/24/2026		8/6/2026		12/26/2025	
Project Location		Dublin	Dublin		Dublin		San Ramon	($30,354)
Community Appeal		Average	Similar		Similar		Similar	
Lot Size	$12.00	2,265	2,700	($5,220)	2,500	($2,820)	1,776	$5,868
Lot Premium		N/Ap	Similar		Similar		Similar	
Design and Appeal		Average	Similar		Similar		Similar	
Quality of Construction		Good	Similar		Sl. Superior	($49,265)	Similar	
Age (Total/Effective)		New	Similar		Similar		Similar	
Condition		Good/New	Similar		Similar		Similar	
Functional Utility		Average	Similar		Similar		Similar	
Room Count								
Bedrooms		3	3		4		4	
Baths	$50,000	2.5	2.5	$0	3.5	($50,000)	3.5	($50,000)
Living Area (SF)	$100.00	1,921	1,921	$0	2,075	($15,400)	2,092	($17,100)
Number of Stories		Two	Two		Three		Three	
Heating/Cooling		Central/Forced	Similar		Similar		Similar	
Garage	$25,000	2-Car	2-Car		2-Car		2-Car	
Landscaping		Front	Similar		Similar		Similar	
Other		None	Similar		Similar		Similar	
Gross Adjustments				$5,220		$117,485		$103,322
Net Adjustments				**($5,220)**		**($117,485)**		**($91,586)**
Adjusted Retail Value				**$1,254,780**		**$1,524,671**		**$1,426,110**

Concluded Retail Value	**$1,310,000**
Indicated Value Per SF	**$681.94**

Adjustments were necessary to account for differences between these homes and the subject's floor plan. The sales provide a range of indicators of $1,254,780 to $1,524,671. We have concluded an estimate of value in line with the current base pricing of $1,310,000.

Marigold

Project Information	Subject Property	Comparable 4		Comparable 5		Comparable 7		Comparable 8	
Project Name	Marigold	Marigold		Marigold		Nexus		Marigold	
Plan	Residence 1	Residence 1		Residence 3		Plan 1		Residence 3	
Address/Lot Number		Croak Road - Lot 79		Croak Road - lot 65		3846 Aviano Way		1522 E Walsh Ave	
City/Area	Dublin	Dublin		Dublin		Dublin		Dublin	
Price	N/Ap		$1,813,860		$1,760,663		$1,599,990		$1,765,000
Price Per SF	N/Ap	$734.36		$674.58		$648.29		$675.73	
Special Taxes (12-year hold at 4.5%)	$31,933		$31,933		$31,933		$111,611		$31,933
Adjustment			*$0*		*$0*		*$79,678*		*$0*
Adjusted Price (Including Bonds)			***$1,813,860***		***$1,760,663***		***$1,679,668***		***$1,765,000***
Total Consideration per SF		$734.36		$674.58		$680.58		$675.73	
Data Source		Project sales agent		Project sales agent		MLS		MLS	
Incentives	N/Ap	No	$0	Yes	$31,735	No	$0	No	$0
Upgrades	Base	Yes	($83,860)	Yes	($57,398)	No	$0	No	$0
Effective Base Sales Price			**$1,730,000**		**$1,735,000**		**$1,679,668**		**$1,765,000**

Adjustments:	Factor		Description	+/(-)	Description	+/(-)	Description	+/(-)	Description	+/(-)
Property Rights		Fee Simple	Similar		Similar		Similar		Similar	
Financing Terms		Cash Equivalent	Similar		Similar		Similar		Similar	
Conditions of Sale		Market	Market		Market		Market		Market	
Market Conditions										
Contract Date		8/14/2026	1/25/2026		1/18/2026		6/15/2026		6/15/2026	
Project Location		Dublin	Dublin		Dublin		Dublin		Dublin	
Community Appeal		Average	Similar		Similar		Similar		Similar	
Lot Size	$12.00	3,780	3,780	$0	3,606	$2,088	1,993	$21,444	3,916	($1,632)
Lot Premium		N/Ap	Yes		Similar		Similar		Similar	
Design and Appeal		Average	Similar		Similar		Similar		Similar	
Quality of Construction		Good	Similar		Similar		Similar		Similar	
Age (Total/Effective)		New	Similar		Similar		Similar		Similar	
Condition		Good/New	Similar		Similar		Similar		Similar	
Functional Utility		Average	Similar		Similar		Similar		Similar	
Room Count										
Bedrooms		4	4		4		4		4	
Baths	$50,000	3.0	3.0	$0	3.0	$0	3.5	($25,000)	3.0	$0
Living Area (SF)	$100.00	2,470	2,470	$0	2,610	($14,000)	2,468	$200	2,612	($14,200)
Number of Stories		Two	Two		Two		Three		Two	
Heating/Cooling		Central/Forced	Similar		Similar		Similar		Similar	
Garage	$25,000	2-Car	2-Car		2-Car		2-Car		2-Car	
Landscaping		Front	Similar		Similar		Similar		Similar	
Other		None	Similar		Similar		Similar		Similar	
Gross Adjustments				$0		$16,088		$46,644		$15,832
Net Adjustments				**$0**		**($11,912)**		**($3,356)**		**($15,832)**
Adjusted Retail Value				**$1,730,000**		**$1,723,088**		**$1,676,312**		**$1,749,168**

Concluded Retail Value	**$1,730,000**
Indicated Value Per SF	**$700.40**

Adjustments were necessary to account for differences between these homes and the subject's floor plan. The sales provide a range of indicators of $1,676,312 to $1,749,168. We have concluded an estimate of value in line with the current base pricing of $1,730,000.

Orchid

Project Information	Subject Property	Comparable 2		Comparable 13		Comparable 14	
Project Name	Orchid	Orchid		Orchid		Orchid	
Plan	Residence 1	Residence 1		Residence 2		Residence 1	
Address/Lot Number		1692 Wren Ct		1660 Savanna Ln		1699 Wren Ct	
City/Area	Dublin	Dublin		Dublin		Dublin	
Price	N/Ap		$3,409,230		$3,401,798		$3,177,386
Price Per SF	N/Ap	$772.19		$730.94		$719.68	
Special Taxes (12-year hold at 4.5%)	$56,608		$56,608		$56,608		$56,608
Adjustment			*$0*		*$0*		*$0*
Adjusted Price (Including Bonds)			***$3,409,230***		***$3,401,798***		***$3,177,386***
Total Consideration per SF		$772.19		$730.94		$719.68	
Data Source		Project sales agent		Project sales agent		Project sales agent	
Incentives	N/Ap	No	$0	No	$0	No	$0
Upgrades	Base	Yes	($409,230)	Yes	($192,574)	Yes	($194,133)
Effective Base Sales Price			**$3,000,000**		**$3,209,224**		**$2,983,253**

Adjustments:	Factor		Description	+/(-)	Description	+/(-)	Description	+/(-)
Property Rights		Fee Simple	Similar		Similar		Similar	
Financing Terms		Cash Equivalent	Similar		Similar		Similar	
Conditions of Sale		Market	Market		Market		Market	
Market Conditions								
Contract Date		8/14/2026	8/31/2025		3/2/2026		8/29/2025	
Project Location		Dublin	Dublin		Dublin		Dublin	
Community Appeal		Average	Similar		Similar		Similar	
Lot Size	$12.00	6,500	8,371	($22,452)	8,608	($25,296)	11,741	($62,892)
Lot Premium		N/Ap	Yes	($250,000)	Yes	($150,000)	Yes	($20,000)
Design and Appeal		Average	Similar		Similar		Similar	
Quality of Construction		Good	Similar		Similar		Similar	
Age (Total/Effective)		New	Similar		Similar		Similar	
Condition		Good/New	Similar		Similar		Similar	
Functional Utility		Average	Similar		Similar		Similar	
Room Count								
Bedrooms		4	4		5		4	
Baths	$50,000	5.5	5.5	$0	5.5	$0	5.5	$0
Living Area (SF)	$100.00	4,398	4,415	($1,700)	4,654	($25,600)	4,415	($1,700)
Number of Stories		Two	Two		Two		Two	
Heating/Cooling		Central/Forced	Similar		Similar		Similar	
Garage	$25,000	2-Car	2-Car		2-Car		2-Car	
Landscaping		Front	Similar		Similar		Similar	
Other		None	Similar		Similar		Similar	
Gross Adjustments				$274,152		$200,896		$84,592
Net Adjustments				**($274,152)**		**($200,896)**		**($84,592)**
Adjusted Retail Value				**$2,725,848**		**$3,008,328**		**$2,898,661**

Concluded Retail Value	**$2,860,000**
Indicated Value Per SF	**$650.30**

Adjustments were necessary to account for differences between these homes and the subject's floor plan. The sales provide a range of indicators of $2,725,848 to $3,008,328. We have concluded an estimate of value in line with the current base pricing of $2,860,000.

Primrose

Project Information	Subject Property	Comparable 5		Comparable 6		Comparable 7		Comparable 8	
Project Name	Primrose	Marigold		Primrose		Nexus		Marigold	
Plan	Plan 1	Residence 3		Plan 1		Plan 1		Residence 3	
Address/Lot Number		Croak Road - lot 65		1936 Michael Avenue		3846 Aviano Way		1522 E Walsh Ave	
City/Area	Dublin	Dublin		Dublin		Dublin		Dublin	
Price	N/Ap		$1,760,663		$2,075,000		$1,599,990		$1,765,000
Price Per SF	N/Ap	$674.58		$796.55		$648.29		$675.73	
Special Taxes (12-year hold at 4.5%)	$36,292		$31,933		$36,292		$111,611		$31,933
Adjustment			*-$4,359*		*$0*		*$75,319*		*-$4,359*
Adjusted Price (Including Bonds)			***$1,756,304***		***$2,075,000***		***$1,675,309***		***$1,760,641***
Total Consideration per SF		$672.91		$796.55		$678.81		$674.06	
Data Source		Project sales agent		Project sales agent		MLS		MLS	
Incentives	N/Ap	Yes	$31,735	Yes	$122,290	No	$0	No	$0
Upgrades	Base	Yes	($57,398)	Yes	($146,340)	No	$0	No	$0
Effective Base Sales Price			**$1,730,641**		**$2,050,950**		**$1,675,309**		**$1,760,641**

Adjustments:	Factor		Description	+/(-)	Description	+/(-)	Description	+/(-)	Description	+/(-)
Property Rights		Fee Simple	Similar		Similar		Similar		Similar	
Financing Terms		Cash Equivalent	Similar		Similar		Similar		Similar	
Conditions of Sale		Market	Market		Market		Market		Market	
Market Conditions										
Contract Date		8/14/2026	1/18/2026		4/25/2026		6/15/2026		6/15/2026	
Project Location		Dublin	Dublin		Dublin		Dublin		Dublin	
Community Appeal		Average	Similar		Similar		Similar		Similar	
Lot Size	$12.00	4,500	3,606	$10,728	4,773	($3,276)	1,993	$30,084	3,916	$7,008
Lot Premium		N/Ap	Similar		Similar		Similar		Similar	
Design and Appeal		Average	Similar		Similar		Similar		Similar	
Quality of Construction		Good	Similar		Similar		Similar		Similar	
Age (Total/Effective)		New	Similar		Similar		Similar		Similar	
Condition		Good/New	Similar		Similar		Similar		Similar	
Functional Utility		Average	Inferior	$86,532	Similar		Inferior	$83,765	Inferior	$88,032
Room Count										
Bedrooms		4	4		4		4		4	
Baths	$50,000	3.0	3.0	$0	3.0	$0	3.5	($25,000)	3.0	$0
Living Area (SF)	$100.00	2,605	2,610	($500)	2,605	$0	2,468	$13,700	2,612	($700)
Number of Stories		Two	Two		Two		Three	$33,506	Two	
Heating/Cooling		Central/Forced	Similar		Similar		Similar		Similar	
Garage	$25,000	2-Car	2-Car		2-Car		2-Car		2-Car	
Landscaping		Front	Similar		Similar		Similar		Similar	
Other		None	Similar		Similar		Similar		Similar	
Gross Adjustments				$97,760		$3,276		$186,056		$95,740
Net Adjustments				**$96,760**		**($3,276)**		**$136,056**		**$94,340**
Adjusted Retail Value				**$1,827,401**		**$2,047,674**		**$1,811,365**		**$1,854,981**

Concluded Retail Value	**$1,900,000**
Indicated Value Per SF	**$729.37**

Adjustments were necessary to account for differences between these homes and the subject's floor plan. The sales provide a range of indicators of $1,811,365 to $2,047,674. We have concluded an estimate of value slightly lower than the current base pricing of $1,900,000.

Larkspur

Project Information	Subject Property	Comparable 1		Comparable 9		Comparable 10	
Project Name	Larkspur	Azure		Larkspur		Larkspur	
Plan	Plan 1	Residence 1		Plan 3		Plan 1	
Address/Lot Number		1752 Wren St		1601 Walsh Avenue		3982 Quinn Road	
City/Area	Dublin	Dublin		Dublin		Dublin	
Price	N/Ap		$2,527,668		$2,360,000		$2,460,000
Price Per SF	N/Ap	$692.51		$652.47		$691.79	
Special Taxes (12-year hold at 4.5%)	$42,575		$44,517		$42,575		$42,575
Adjustment			*$1,942*		*$0*		*$0*
Adjusted Price (Including Bonds)			***$2,529,610***		***$2,360,000***		***$2,460,000***
Total Consideration per SF		$693.04		$652.47		$691.79	
Data Source		Project sales agent		Project sales agent		Project sales agent	
Incentives	N/Ap	No	$0	Yes	$257,004	Yes	$143,958
Upgrades	Base	Yes	($77,668)	Yes	($191,055)	Yes	($219,008)
Effective Base Sales Price			**$2,451,942**		**$2,425,949**		**$2,384,950**

Adjustments:	Factor		Description	+/(-)	Description	+/(-)	Description	+/(-)
Property Rights		Fee Simple	Similar		Similar		Similar	
Financing Terms		Cash Equivalent	Similar		Similar		Similar	
Conditions of Sale		Market	Market		Market		Market	
Market Conditions								
Contract Date		8/14/2026	11/28/2025		1/28/2026		3/26/2026	
Project Location		Dublin	Dublin		Dublin		Dublin	
Community Appeal		Average	Similar		Similar		Similar	
Lot Size	$12.00	5,500	6,033	($6,396)	6,426	($11,112)	5,984	($5,808)
Lot Premium		N/Ap	Similar		Similar		Similar	
Design and Appeal		Average	Similar		Similar		Similar	
Quality of Construction		Good	Similar		Similar		Similar	
Age (Total/Effective)		New	Similar		Similar		Similar	
Condition		Good/New	Similar		Similar		Similar	
Functional Utility		Average	Similar		Similar		Similar	
Room Count								
Bedrooms		4	4		4		4	
Baths	$50,000	3.5	5.5	($100,000)	3.5	$0	3.5	$0
Living Area (SF)	$100.00	3,500	3,650	($15,000)	3,617	($11,700)	3,556	($5,600)
Number of Stories		Two	Two		Two		Two	
Heating/Cooling		Central/Forced	Similar		Similar		Similar	
Garage	$25,000	2-Car	2-Car		2-Car		2-Car	
Landscaping		Front	Similar		Similar		Similar	
Other		None	Similar		Similar		Similar	
Gross Adjustments				$121,396		$22,812		$11,408
Net Adjustments				**($121,396)**		**($22,812)**		**($11,408)**
Adjusted Retail Value				**$2,330,546**		**$2,403,137**		**$2,373,542**

Concluded Retail Value	**$2,400,000**
Indicated Value Per SF	**$685.71**

Adjustments were necessary to account for differences between these homes and the subject's floor plan. The sales provide a range of indicators of $2,330,546 to $2,403,137. We have concluded an estimate of value slightly lower than the current base pricing of $2,400,000.

Conclusion of Home Values

Based on the analysis herein, the market value conclusions for the homes are summarized in the following table.

Floor Plan Value Conclusions

Floor Plan	Community	Living Area (SF)	Bedroom	Bathroom	Stories	Garage	Typical Lot Size (SF)	**Concluded Base Retail Value**
Azure	Francis Ranch	3,650	4	5.5	Two	2-Car	5,000	**$2,475,000**
Jasmine	Francis Ranch	1,921	3	2.5	Two	2-Car	2,265	**$1,310,000**
Marigold	Francis Ranch	2,470	4	3.0	Two	2-Car	3,780	**$1,730,000**
Orchid	Francis Ranch	4,398	4	5.5	Two	2-Car	6,500	**$2,860,000**
Primrose	Francis Ranch	2,605	4	3.0	Two	2-Car	4,500	**$1,900,000**
Larkspur	Francis Ranch	3,500	4	3.5	Two	2-Car	5,500	**$2,400,000**

Residential Lot Valuation

For the purpose of estimating the value of the subject's lots, we have identified three benchmark lot categories. Following the conclusion of value for the benchmark lots we will address the differences between the benchmark lot categories compared to the remaining lot categories comprising the subject property.

Lot Categories

Community Name	Floorplan/Product Type	Typical Lot Size (SF)	No. of Lots	
Azure	Detached SFR	5,000	96	BENCHMARK
Jasmine	Attached SFR	2,265	96	BENCHMARK
Marigold	Alley-loaded	3,780	94	BENCHMARK
Orchid	Detached SFR	6,500	99	
Primrose	Detached SFR	4,500	85	
Larkspur	Detached SFR	5,500	85	

We will utilize the sales comparison approach and a land residual analysis to estimate the market value of the lots for the benchmark lot categories. The estimate of value assumes the lots would sell on a bulk, or wholesale, basis. That is, a group of lots would transfer in one transaction to a single buyer.

Land Residual Analysis

The land residual analysis is employed as an additional indicator of market value for the subject's lots. Direct and indirect costs are deducted from an estimate of the anticipated gross sales price of the improved product; the resultant net sales proceeds are then discounted to present value at an anticipated rate over the development and absorption period to indicate the value of the land. The land residual analysis is conducted on a quarterly basis. As a discounted cash flow analysis, the land residual analysis consists of four primary components summarized as follows:

Revenue – the gross income is based on the aggregate retail value of the completed homes.

Absorption Analysis – the time frame required for sell off. Of primary importance in this analysis is the allocation of the revenue over the absorption period – including the estimation of an appreciation factor (if any).

Expenses – the expenses associated with the sell-off are calculated in this section – including direct and indirect construction costs, administration, marketing and commission costs, as well as taxes and special taxes.

Discount Rate – an appropriate discount rate is derived employing a variety of data.

Discussions of these four concepts follows below, with the discounted cash flow analysis offered at the end of this section.

Revenue

The projected sales price for the average unit within the project will vary, as the ultimate sales price is affected by unit size, location within the project, site influences, construction costs, anticipated premiums achievable at the point of retail sale, as well as external influences such as adjacent land uses.

The benchmark lot categories are shown in the following table. While the previous analysis derived estimates of not less than market value for the smallest floor plan within each subdivision, the land residual analysis relies on a representative (midpoint) home size and price point. We estimated a typical home size and corresponding base price for each benchmark lot category based on the Residential Market section of this report and considering current asking prices. These estimates will be utilized in the analysis.

Revenue Basis

Benchmark Category	Typical Lot Size (SF)	No. of Units	Representative Home Size (SF)	Base Price	$/SF
Traditional SFR Lots	5,000	96	3,675	$2,537,000	$690
Attached Duets/Townhomes	2,265	96	1,975	$1,268,000	$642
Alley-loaded Lots	3,780	94	2,570	$1,795,000	$698

Closing Projections

The typical time required for the construction of units has been approximately three to six months from start to closing. It is assumed that initial closings will occur within three to six months of the date of sale. The premise is that the builder constructs efficiently as homes are sold. These assumptions are reflected in the projected construction schedule shown in the land residual models at the end of this section. Since the land residual analysis is conducted on a quarterly basis, closings are reflected in the following period, as most construction will be substantially completed prior to initiation of sales.

Changes in Market Conditions (Price Increases or Decreases)

The subject's market area has experienced rapid market appreciation in home prices for the past few years; however, since early 2022 the Federal Reserve Bank began raising the benchmark federal-funds rate (from near zero in March 2022) in an effort to manage rising inflation. The fed-funds rate is greater than 5%, which has resulted in a substantial rise in mortgage interest rates, which now exceed hover around approximately 6.0% and have moderated from 8.0% in October of 2023. The rise in mortgage interest rates has impacted the affordability of homes for a certain segment of the homebuyer market, which may impact pricing in the near term. Consequently, under current market conditions, forecasting home appreciation during the absorption period is speculative, and several homebuilders surveyed indicate they typically do not trend/forecast home appreciation during the sell-off period. Therefore, for purposes of this analysis, the home price revenue will be held constant during the sell-off period.

Absorption

Typically multiple product lines would be marketed in a subdivision to create characteristics appealing to as many potential purchasers as possible. Offering home products within a subdivision to different market segments is done with the aim of increasing absorption and reducing the overall development holding period for a project.

Based on the typical marketing and absorption rate data presented in the Residential Market overview, as well as the subject's average absorption among all product lines of 3.1 units/month, we estimate an absorption rate of approximately 3.0 units per month or 9 per quarter. Market conditions are anticipated to remain stable over this time.

Expense Projections

As part of an ongoing effort to assemble market information, the following tables reflect survey responses and developer budget information for numerous single-family residential subdivisions for both attached and detached product, throughout the California region.

Subdivision Budgets

Developer Classification	Municipality	Budget Date	No. of Units	Quality	Avg. Home Size (SF)	Typical Lot Size	G & A % of Revenue	Mkt & Sales % of Revenue	Direct Costs/SF	Indirect Costs/SF	Indirect % of Direct Costs	Site Costs/Lot	Permits & Fees/Unit	Cost per Model	Profit % of Revenue
Local	San Jose	2026	6	Good	3,677	9,500	3.0%	4.6%	$220.00	$35.42	16.1%	$115,000	$65,000	N/Av	13.83%
Local	Lafayette	2025	6	Good	1,875	5,712	N/Av	N/Av	$345.00	$33.94	9.8%	$99,815	$27,273	N/Av	N/Av
Regional	Manteca	2025	173	Average	2,409	5,520	3.8%	1.0%	$105.85	$6.23	5.9%	$91,849	$76,201	N/Av	N/Av
Local	Burlingame	2025	4	Good	2,168	N/Av	N/Av	N/Av	$318.50	$51.60	16.2%	$55,000	$35,000	N/Av	N/Av
National	Santa Rosa	2025	108	Average	1,926	4,260	5.0%	5.0%	$115.00	N/Av	N/Av	$94,168	$58,485	$50,000	18.00%
Regional	Roseville	2025	36	Good	4,202	21,600	N/Av	5.5%	$121.43	N/Av	N/Av	$297,739	$70,522	$425,000	12.20%
National	Suisun City	2024	71	Average	1,877	2,900	2.7%	N/Av	$104.00	$12.69	12.21%	N/Av	$60,710	N/Av	12.28%
National	Placer County	2024	107	Good	3,626	9,000	2.0%	1.0%	$104.58	N/Av	N/Av	N/Av	$89,819	N/Av	N/Av
National	Stockton	2024	236	Average	1,500	5,940	6.0%	6.0%	$119.00	N/Av	N/Av	$131,355	$42,660	N/Av	N/Av
Regional	Elk Grove	2024	39	Average	1,948	5,850	2.5%	2.5%	$122.54	$11.00	8.97%	$126,628	$82,717	N/Av	14.50%
National	Santa Clarita	2024	77	Good	4,931	12,000	4.9%	1.6%	$138.00	N/Av	N/Av	N/Av	$45,900	N/Av	N/Av
National	Santa Clarita	2024	60	Good	3,532	11,000	5.9%	1.9%	$150.00	N/Av	N/Av	N/Av	$39,700	N/Av	N/Av
Regional	Lathrop	2024	87	Average	2,290	5,200	N/Av	N/Av	$115.00	N/Av	N/Av	N/Av	$59,832	$325,000	8.13%
National	Roseville	2024	120	Average	2,170	3,825	3.5%	3.5%	$129.00	N/Av	N/Av	$88,501	$63,700	N/Av	13.00%
Local	Napa	2024	11	Good	3,122	12,209	N/Av	5.5%	$165.00	$40.75	25%	$186,803	$67,461	$100,000	15.24%
National	Gilroy	2023	19	Good	3,165	6,720	N/Av	N/Av	$115.00	$10.93	9.50%	$216,684	$69,000	N/Av	12.0%
National	Elk Grove	2023	606	Average	2,267	5,784	N/Av	N/Av	$109.88	N/Av	N/Av	$145,000	$50,798	N/Av	N/Av
National	Elk Grove	2023	435	Average	2,779	6,096	N/Av	N/Av	$100.15	N/Av	N/Av	$120,000	$84,203	N/Av	N/Av
Local	Pleasant Hill	2023	31	Good	2,560	3,695	2.5%	4.0%	$137.00	$6.85	5.00%	N/Av	$43,610	N/Av	7.0%
National	Newman	2023	106	Average	1,733	3,825	6.0%	6.0%	$120.00	$3.00	2.50%	$80,547	$52,187	N/Av	N/Av
Local	Carmichael	2023	46	Average	1,411	3,400	N/Av	N/Av	$130.00	$18.00	13.85%	$94,565	$38,000	N/Av	N/Av
National	San Diego County	2023	27	Good	2,246	N/Av	N/Av	N/Av	$152.00	N/Av	N/Av	$240,018	$50,668	N/Av	N/Av
Regional	San Diego County	2023	83	Good	1,975	N/Av	N/Av	N/Av	$135.00	N/Av	N/Av	$240,018	$47,937	N/Av	N/Av
Regional	Granite Bay	2023	55	Good	3,359	7,150	N/Av	N/Av	$117.00	N/Av	N/Av	$229,608	$51,500	N/Av	N/Av
Regional	Elk Grove	2023	52	Average	2,607	6,200	N/Av	5.80%	$101.86	$6.86	6.73%	$164,076	$73,595	N/Av	10.06%
Regional	Granite Bay	2023	89	Good	4,415	43,560	3.00%	4.60%	$152.00	N/Av	N/Av	$450,724	$72,500	N/Av	N/Av

Attached Residential Budgets

Developer Classification	Market	Budget Date	No. of Units	Quality	Avg. Unit Size (SF)	G & A % of Revenue	Mkt & Sales % of Revenue	Direct Costs/SF	Indirect Costs/SF	Indirect % of Direct Costs	Site Costs/Unit	Permits & Fees/Unit	Cost per Model	Profit % of Revenue
National	Escondido	2026	36	Average	1,400	3.80%	N/Av	$155.00	N/Av	N/Av	N/Av	$39,957	N/Av	18.0%
Regional	Livermore	2026	31	Average	1,630	N/Av	N/Av	$150.00	N/Av	N/Av	$86,923	$80,553	N/Av	N/Av
Regional	Morgan Hill	2026	54	Average	1,555	N/Av	N/Av	$150.00	N/Av	N/Av	$103,440	$97,683	N/Av	N/Av
Local	Campbell	2025	20	Good	1,905	0.60%	3.50%	$276.00	$38.09	14%	$44,750	$40,000	N/Av	15.9%
National	San Diego	2025	55	Average	1,654	4.00%	5.50%	$128.00	$3.84	3%	$255,599	$31,701	N/Av	N/Av
National	San Marcos	2025	120	Average	1,533	2.50%	0.50%	$125.00	N/Av	N/Av	$107,042	$50,934	N/Av	N/Av
Regional	Morgan Hill	2024	93	Good	1,641	1.91%	1.32%	$166.00	$40.12	24%	$90,108	$53,863	$154,500	N/Av
Regional	Livermore	2024	172	Good	1,032	1.32%	1.74%	$182.00	$27.51	15%	$58,411	$94,980	$75,575	N/Av
Local	Vacaville	2024	81	Good	1,860	4.80%	3.40%	$168.00	$13.94	8%	$125,064	$55,618	$265,000	13.5%
Local	West Sacramento	2024	106	Good	1,836	3.40%	3.40%	$163.00	$15.97	10%	$99,644	$55,000	$183,000	12.7%
TBD	San Diego County	2024	143	Average	1,217	3.00%	5.00%	$140.96	$14.10	10%	$50,000	$50,559	N/Av	15.0%
Regional	San Diego County	2023	94	Good	1,462	N/Av	N/Av	$158.00	N/Av	N/Av	$240,018	$45,432	N/Av	N/Av
National	San Diego County	2023	76	Good	1,666	N/Av	N/Av	$150.00	N/Av	N/Av	$240,018	$47,546	N/Av	N/Av
National	San Diego County	2023	80	Good	1,843	N/Av	N/Av	$116.00	N/Av	N/Av	$240,018	$47,295	$200,000	N/Av
Local	Santa Clara County	2022	17	Good	1,536	N/Av	N/Av	$250.11	N/Av	N/Av	$119,821	$53,247	N/Av	N/Av
National	Alameda	2022	182	Average	2,840	4.00%	4.00%	$150.89	$5.80	4%	$104,686	$31,335	N/Av	14.9%
Regional	Santa Clara County	2022	46	Good	1,727	2.43%	2.78%	$199.00	$37.81	19%	$67,604	$59,935	N/Av	N/Av

Information from the survey above will contribute to the estimate of development expenses classified as follows.

General and Administrative

These expenses consist of management fees, liability and fire insurance, inspection fees, appraisal fees, legal and accounting fees and copying or publication costs. This expense category typically ranges from 2.5% to 4.0%, depending on length of project and if all of the categories are included in a builder's budget. We have used 3.0% for general and administrative expenses.

Marketing and Sale

These expenses typically consist of advertising and promotion, closing costs, sales operations, and sales commissions. The expenses are expressed as a percentage of the gross sales revenue. The range of marketing and sales expenses typically found in projects within the subject's market area is 5.0% to 6.5%. A figure of 5.0%, or 2.5% for marketing and 2.5% for sales, is estimated in the marketing and sales expense category.

Property Taxes (Ad Valorem and Special Taxes)

The subject is located within an area with an effective tax rate of 1.2374%. This amount is applied to the estimated market values and divided by the total number of units to yield an estimate of ad valorem taxes/unit/year for each phase. The tax amounts are applied to unclosed inventory over the sell-off period. Property taxes are increased by 2% per year.

The subject is within the boundary of City of Dublin CFD No. 2023-1. The facilities special tax associated with the district, for the most recently available tax year are presented in the following table.

Special Tax Table (Fiscal Year 2026-2027)

Land Use Category	Tax Zone	Assigned Special Tax
Single-Family Property	Tax Zone 1 (Orchid)	$6,208 per unit
Single-Family Property	Tax Zone 2 (Azure)	$4,882 per unit
Single-Family Property	Tax Zone 3 (Larkspur)	$4,669 per unit
Single-Family Property	Tax Zone 4 (Primrose)	$3,980 per unit
Single-Family Property	Tax Zone 5 (Marigold)	$3,502 per unit
Single-Family Property	Tax Zone 6 (Jasmine)	$2,122 per unit

Source: Rate and Method of Apportionment of Special Taxes

The special taxes escalate at 2% per year. Based on the direct charges information provided by the developer, it is estimated the subject would have direct charges of approximately $1,516 . The total tax expense is gradually reduced over the absorption period, as the land components are sold off.

HOA

A homeowner's association (HOA) is planned for the subject. The HOA fee applicable to the subject property varies by project, between $345 and $544 per month.

Permits and Fees

Based on the information provided, the estimate of permits and fees for the subject are reported as follows:

Permits and Fees

Lot Size Category	Traditional SFR Lots	Attached Duets/Townhomes	Alley-loaded Lots
Permits and Fees	$145,933 per unit	$77,774 per unit	$142,933 per unit

Direct and Indirect Construction Costs

Construction costs are generally classified into direct and indirect costs. Direct costs reflect the cost of labor and materials to build the project. Direct costs generally are lower per square foot for larger floor plans, all else being equal, due to economies of scale. Indirect items are the carrying costs and fees incurred in developing the project and during the construction cycle. Construction quality and market-segment are significant factors that affect direct construction costs. In addition,

national/public builders, which are able to achieve lower costs due to the larger scale in which orders are placed, routinely achieve lower direct costs.

Based on the cost comparables, and considering the product line under development, a direct cost estimate of between $100.00 to $175.00 per square foot is applied the estimated home depending on product line.

Regarding indirect costs, the following list itemizes some of the typical components that generally comprise indirect costs:

- Architectural and engineering fees for plans, plan checks, surveys and environmental studies
- Appraisal, consulting, accounting and legal fees
- The cost of carrying the investment in land and contract payments during construction. If the property is financed, the points, fees or service charges and interest on construction loans are considered
- All-risk insurance
- The cost of carrying the investment in the property after construction is complete, but before sell-out is achieved
- Developer fee earned by the project coordinator
- Interest reserve

Conversations with homebuilders indicate the indirect costs generally range anywhere from 10% to 15% of the direct costs (excluding marketing, sales, general and administrative expenses, taxes, which are accounted for separately). An estimate of 15% is considered reasonable for the subject.

Model Complex

For the three benchmark lot categories, between 2 and 3 and model homes, is considered to be reasonable.

Model upgrade expenses can vary widely depending upon construction quality, targeted market and anticipated length of time on the market. These upgrades, exterior and interior, including furniture, can range from $20,000 per model to over $250,000 per model for executive homes.

Based on the quality of the subject's proposed improvements and the targeted buyer segment, a model upgrade cost of $150,000 to $175,000 per model is considered reasonable for the subject's lots.

Summary

The following chart summarizes the revenue and expenses discussed on the preceding pages.

Revenue & Expense Summary

REVENUE SUMMARY

Floor Plan		No. of Units	Unit Size (SF)	$/SF	Base Retail Value Per Unit	Extension
Average Unit		96	3,675	$690	$2,537,000	$243,552,000
Lot Premiums					$80,000	$7,680,000
Model Recapture	(@ 30% of cost)					$157,500
		96	3,675 (weighted avg.)			
					Total Revenue:	**$ 251,389,500**
						$2,618,641 /unit

EXPENSES SUMMARY

			Total Over Sell-Off Period	
General and Administrative	3.0%	of total revenue	$ 7,541,685	
Marketing and Sales	5.0%	of total revenue	$ 12,569,475	
Ad Valorem Taxes	$13,199	/unit/year	$ 1,881,370	(from cash flow)
Direct Charges	$1,516	/unit/year	$ 216,110	(from cash flow)
Special Taxes/Assessments	$4,882	/unit/year	$ 695,898	(from cash flow)
Homeowner's Association Fees	$345	/unit/month	$ 580,635	(from cash flow)
Model Costs	3	models	$ 525,000	$175,000 (per model)
Permits and Fees			$ 14,009,568	$145,933 (per unit)
Subtotal:			$ 38,019,741	

Direct Construction Costs	SF	Units	Cost/SF	Extension	
Average/Typical Floor Plan	3,675	96	$175.00	$ 61,740,000	$643,125 /unit
Indirect Construction Costs	15%	of Direct Costs		$ 9,261,000	$96,469 /unit
Subtotal:				$ 71,001,000	
			Total Expenses:	**$ 109,020,741**	

Revenue & Expense Summary

REVENUE SUMMARY

Floor Plan		No. of Units	Unit Size (SF)	$/SF	Base Retail Value Per Unit	Extension
Average Unit		96	1,975	$642	$1,268,000	$121,728,000
Model Recapture	(@ 30% of cost)					$90,000
		96	1,975 (weighted avg.)			
					Total Revenue:	**$ 121,818,000**
						$1,268,938 /unit

EXPENSES SUMMARY

			Total Over Sell-Off Period		
General and Administrative	3.0%	of total revenue	$ 3,654,540		
Marketing and Sales	5.0%	of total revenue	$ 6,090,900		
Ad Valorem Taxes	$7,994	/unit/year	$ 1,139,511	(from cash flow)	
Direct Charges	$1,516	/unit/year	$ 216,110	(from cash flow)	
Special Taxes/Assessments	$2,122	/unit/year	$ 302,478	(from cash flow)	
Homeowner's Association Fees	$500	/unit/month	$ 841,500	(from cash flow)	
Model Costs	2	models	$ 300,000	$150,000	(per model)
Permits and Fees			$ 7,466,323	$77,774	(per unit)
Subtotal:			$ 20,011,363		

Direct Construction Costs	SF	Units	Cost/SF	Extension	
Average/Typical Floor Plan	1,975	96	$100.00	$ 18,960,000	$197,500 /unit
Indirect Construction Costs	15%	of Direct Costs		$ 2,844,000	$29,625 /unit
Subtotal:				$ 21,804,000	
			Total Expenses:	**$ 41,815,363**	

Revenue & Expense Summary

REVENUE SUMMARY

Floor Plan		No. of Units	Unit Size (SF)	$/SF	Base Retail Value Per Unit	Extension
Average Unit		94	2,570	$698	$1,795,000	$168,730,000
Model Recapture	(@ 30% of cost)					$157,500
		94	2,570 (weighted avg.)			
					Total Revenue:	**$ 168,887,500**
						$1,796,676 /unit

EXPENSES SUMMARY

				Total Over Sell-Off Period	
General and Administrative	3.0%	of total revenue		$ 5,066,625	
Marketing and Sales	5.0%	of total revenue		$ 8,444,375	
Ad Valorem Taxes	$9,886	/unit/year		$ 1,266,772	(from cash flow)
Direct Charges	$1,516	/unit/year		$ 194,269	(from cash flow)
Special Taxes/Assessments	$3,502	/unit/year		$ 448,737	(from cash flow)
Homeowner's Association Fees	$544	/unit/month		$ 824,160	(from cash flow)
Model Costs	3	models		$ 525,000	$175,000 (per model)
Permits and Fees				$ 13,435,702	$142,933 (per unit)
Subtotal:				$ 30,205,640	

Direct Construction Costs	SF	Units	Cost/SF	Extension	
Average/Typical Floor Plan	2,570	94	$150.00	$ 36,237,000	$385,500 /unit
Indirect Construction Costs	15%	of Direct Costs		$ 5,435,550	$57,825 /unit
Subtotal:				$ 41,672,550	
			Total Expenses:	**$ 71,878,190**	

Internal Rate of Return and Discount Rate

According to industry sources, project yield rates historically have ranged anywhere from 5% to over 20%, depending on the location, target market and projected absorption for disposition of the product, and is based on the perceived risk associated with home development for production home type projects. Instances in which project yields may be less than 20% often involve profit participation arrangements in master planned communities where the master developer limits the number of competing tracts.

Positive attributes of the subject property include steady demand in the market area and limited new construction. There are some “negative” attributes associated with the subject such as rising construction costs, in addition to the potential for deterioration in market conditions in the residential sector that would result from a change in macroeconomic factors (ex. continued high inflation, unemployment rates, interest rates, etc.).

Realty Rates provides expected Developer IRR for California developments as follows:

California/Pacific Islands: Subdivisions & PUDs

	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	18.29%	38.75%	26.92%	17.56%	38.14%	25.84%
-100 Units	18.29%	33.41%	25.74%	17.56%	32.88%	24.71%
100-500 Units	18.74%	36.75%	27.08%	18.00%	36.17%	26.00%
500+ Units	19.20%	38.42%	27.54%	18.43%	37.81%	26.44%
Mixed Use	19.66%	38.75%	27.32%	18.87%	38.14%	26.23%
Manufactured Housing	18.87%	42.32%	28.88%	18.12%	41.65%	27.73%
-100 Units	18.87%	36.80%	27.74%	18.12%	36.22%	26.63%
100-500 Units	19.35%	40.48%	29.21%	18.57%	39.84%	28.04%
500+ Units	19.82%	42.32%	29.71%	19.02%	41.65%	28.52%
Business Parks	18.83%	40.48%	28.01%	18.07%	39.84%	26.88%
-100 Acres	18.83%	35.20%	26.91%	18.07%	34.64%	25.83%
100-500 Acres	19.30%	38.72%	28.31%	18.53%	38.10%	27.18%
500+ Acres	19.77%	40.48%	28.79%	18.98%	39.84%	27.64%
Industrial Parks	18.91%	34.20%	25.14%	18.16%	33.66%	24.13%
-100 Acres	18.91%	29.74%	24.20%	18.16%	29.27%	23.24%
100-500 Acres	19.38%	32.71%	25.40%	18.61%	32.19%	24.39%
500+ Acres	19.86%	34.20%	25.81%	19.06%	33.66%	24.78%

*2nd Quarter 2025 Data

Realty Rates Developers Survey 2025 Q3

California/Pacific Islands: CA, Guam, HI

California/Pacific Islands: Condominiums & Co-Ops

	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Primary Residential	14.22%	38.75%	17.75%	13.17%	21.80%	16.95%
Hi-Rise/Urban Townhouse	14.44%	33.41%	18.19%	13.87%	21.77%	17.46%
Garden/Suburban Townhouse	14.22%	36.75%	17.30%	13.65%	20.95%	16.61%
Mixed Use	14.32%	38.42%	17.77%	13.17%	21.80%	16.79%
Resort & Second Home	15.29%	38.75%	18.59%	14.68%	23.58%	17.84%
Hi-Rise	15.39%	42.32%	19.58%	14.77%	23.58%	18.80%
Garden/Townhouse	15.29%	36.80%	17.60%	14.68%	20.52%	16.89%
Commercial/Industrial	12.86%	40.48%	17.21%	12.34%	22.66%	16.52%
Urban Office	13.52%	42.32%	17.54%	12.98%	21.39%	16.84%
Suburban Office	13.01%	40.48%	16.94%	12.49%	21.39%	16.26%
Retail	13.23%	35.20%	17.68%	12.70%	22.66%	16.98%
Industrial	12.86%	38.72%	16.66%	12.34%	20.98%	16.00%

*2nd Quarter 2025 Data	34.20%
Realty Rates Developers Survey 2025 Q3	29.74%
California/Pacific Islands: CA, Guam, HI	32.71%

The survey is primarily focused on raw land development; whereas, the subject property is analyzed herein as if improved (finished lot, or improved site, condition), which carries less risk. Based on the profile of each project relative to the market, a developer's incentive of 9%-12% is considered reasonable for the subject's product lines. Using a 5% present value factor and 9%-12% for developer's incentive results in implied internal rate of return (IRR) of approximately 13.763% for the traditional single family lots and attached duets/townhomes, and 15.358% for the alley-loaded lots.

Conclusion

The land residual analyses are presented as follows:

Land Residual Analysis: Traditional SFR Lots

Quarter:		0	1	2	3	4	5	6	7	8	9	10	11	12	Total
ABSORPTION															
Sales			9	9	9	9	9	9	9	9	9	9	6	0	96
Close of Escrow (COE)			0	9	9	9	9	9	9	9	9	9	9	6	96
Unsold Inventory	96		87	78	69	60	51	42	33	24	15	6	0	0	
Sales Revenue			$ 23,567,766	$ 23,567,766	$ 23,567,766	$ 23,567,766	$ 23,567,766	$ 23,567,766	$ 23,567,766	$ 23,567,766	$ 23,567,766	$ 23,567,766	$ 15,711,844	$ -	$ 251,389,500
Total Sales Revenue (at Close of		**$**	**- $ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 23,567,766**	**$ 15,711,844**	**$ 251,389,500**
EXPENSES AND CASH FLOWS															
General and Administrative	3.0%	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (628,474)	$ (7,541,685)
Marketing and Sales	5.0%	$ -	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (1,178,388)	$ (785,592)	$ (12,569,475)
Ad Valorem Taxes ($/unit/yr)	$13,199	$ (316,765)	$ (288,504)	$ (259,952)	$ (231,107)	$ (201,968)	$ (172,531)	$ (142,795)	$ (112,757)	$ (82,415)	$ (51,767)	$ (20,810)	$ -	$ -	$ (1,881,370)
Direct Charges ($/unit/yr)	$1,516	$ (36,386)	$ (33,140)	$ (29,860)	$ (26,547)	$ (23,200)	$ (19,818)	$ (16,403)	$ (12,952)	$ (9,467)	$ (5,946)	$ (2,390)	$ -	$ -	$ (216,110)
Special Taxes/Assessments ($/unit/yr)	$4,882	$ (117,168)	$ (106,714)	$ (96,153)	$ (85,484)	$ (74,706)	$ (63,817)	$ (52,818)	$ (41,707)	$ (30,484)	$ (19,148)	$ (7,697)	$ -	$ -	$ (695,898)
Homeowner's Association Fees ($/unit/mo)	$345	$ (99,360)	$ (90,045)	$ (80,730)	$ (71,415)	$ (62,100)	$ (52,785)	$ (43,470)	$ (34,155)	$ (24,840)	$ (15,525)	$ (6,210)	$ -	$ -	$ (580,635)
Model Costs		$ (525,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (525,000)
Permits and Fees		$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (1,313,397)	$ (875,598)	$ -	$ (14,009,568)
Subtotal:		$ (3,036,550)	$ (3,638,662)	$ (3,586,955)	$ (3,534,812)	$ (3,482,232)	$ (3,429,210)	$ (3,375,744)	$ (3,321,830)	$ (3,267,465)	$ (3,212,645)	$ (2,719,568)	$ (1,414,066)	$ (38,019,741)	
Direct Construction Costs		$ (2,894,063)	$ (5,788,125)	$ (5,788,125)	$ (5,788,125)	$ (5,788,125)	$ (5,788,125)	$ (5,788,125)	$ (5,788,125)	$ (5,788,125)	$ (5,788,125)	$ (4,823,438)	$ (1,929,375)		
Indirect Construction Costs	15%	$ (434,109)	$ (868,219)	$ (868,219)	$ (868,219)	$ (868,219)	$ (868,219)	$ (868,219)	$ (868,219)	$ (868,219)	$ (868,219)	$ (723,516)	$ (289,406)	$ (9,261,000)	
Subtotal:		$ (3,328,172)	$ (6,656,344)	$ (6,656,344)	$ (6,656,344)	$ (6,656,344)	$ (6,656,344)	$ (6,656,344)	$ (6,656,344)	$ (6,656,344)	$ (6,656,344)	$ (5,546,953)	$ (2,218,781)	$ (71,001,000)	
Total Expenses		**$ (6,364,722)**	**$ (10,295,006)**	**$ (10,243,298)**	**$ (10,191,156)**	**$ (10,138,576)**	**$ (10,085,554)**	**$ (10,032,088)**	**$ (9,978,174)**	**$ (9,923,809)**	**$ (9,868,989)**	**$ (8,266,521)**	**$ (3,632,847)**	**$(109,020,741)**	
NET INCOME BEFORE DEVELOPER'S		**$ (6,364,722)**	**$ 13,272,760**	**$ 13,324,467**	**$ 13,376,610**	**$ 13,429,190**	**$ 13,482,211**	**$ 13,535,677**	**$ 13,589,591**	**$ 13,643,957**	**$ 13,698,777**	**$ 15,301,244**	**$ 12,078,997**	**$ 142,368,759**	
Total Project Incentive	12.000%	$ -	$ (2,828,132)	$ (2,828,132)	$ (2,828,132)	$ (2,828,132)	$ (2,828,132)	$ (2,828,132)	$ (2,828,132)	$ (2,828,132)	$ (2,828,132)	$ (2,828,132)	$ (1,885,421)	$ (30,166,740)	
NET INCOME (BEFORE DISCOUNTING)		$ (6,364,722)	$ 10,444,628	$ 10,496,335	$ 10,548,478	$ 10,601,058	$ 10,654,080	$ 10,707,546	$ 10,761,460	$ 10,815,825	$ 10,870,645	$ 12,473,112	$ 10,193,575	$ 112,202,019	
Present Value Factors															
Discount Rate (Cost of Borrowed Funds)	5.000%	0.987654	0.975461	0.963418	0.951524	0.939777	0.928175	0.916716	0.905398	0.894221	0.883181	0.872277	0.861509		
Discounted Cash Flow		($6,286,145)	$10,188,328	$10,112,362	$10,037,133	$9,962,631	$9,888,849	$9,815,778	$9,743,409	$9,671,734	$9,600,746	$10,880,015	$8,781,853	$102,396,691	
Net Present Value (Rounded)														**$102,397,000**	
														per unit:	**$1,067,000**

Land Residual Analysis: Attached Duets/Townhomes

Quarter:		0	1	2	3	4	5	6	7	8	9	10	11	12	Total
ABSORPTION															
Sales			9	9	9	9	9	9	9	9	9	9	6	0	96
Close of Escrow (COE)			0	9	9	9	9	9	9	9	9	9	9	6	96
Unsold Inventory	96		87	78	69	60	51	42	33	24	15	6	0	0	
Sales Revenue			$ 11,420,438	$ 11,420,438	$ 11,420,438	$ 11,420,438	$ 11,420,438	$ 11,420,438	$ 11,420,438	$ 11,420,438	$ 11,420,438	$ 11,420,438	$ 7,613,625	$ -	$121,818,000
Total Sales Revenue (at Close of		**$**	**- $ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 11,420,438**	**$ 7,613,625**	**$121,818,000**
EXPENSES AND CASH FLOWS															
General and Administrative	3.0%	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (304,545)	$ (3,654,540)
Marketing and Sales	5.0%	$ -	$ (571,022)	$ (571,022)	$ (571,022)	$ (571,022)	$ (571,022)	$ (571,022)	$ (571,022)	$ (571,022)	$ (571,022)	$ (571,022)	$ (571,022)	$ (380,681)	$ (6,090,900)
Ad Valorem Taxes ($/unit/yr)	$7,994	$ (191,859)	$ (174,741)	$ (157,448)	$ (139,977)	$ (122,328)	$ (104,499)	$ (86,488)	$ (68,295)	$ (49,917)	$ (31,354)	$ (12,604)			$ (1,139,511)
Direct Charges ($/unit/yr)	$1,516	$ (36,386)	$ (33,140)	$ (29,860)	$ (26,547)	$ (23,200)	$ (19,818)	$ (16,403)	$ (12,952)	$ (9,467)	$ (5,946)	$ (2,390)	$ -	$ -	$ (216,110)
Special Taxes/Assessments ($/unit/yr)	$2,122	$ (50,928)	$ (46,384)	$ (41,794)	$ (37,156)	$ (32,471)	$ (27,739)	$ (22,958)	$ (18,128)	$ (13,250)	$ (8,323)	$ (3,346)	$ -	$ -	$ (302,478)
Homeowner's Association Fees ($/unit/mo)	$500	$ (144,000)	$ (130,500)	$ (117,000)	$ (103,500)	$ (90,000)	$ (76,500)	$ (63,000)	$ (49,500)	$ (36,000)	$ (22,500)	$ (9,000)	$ -	$ -	$ (841,500)
Model Costs		$ (300,000)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ (300,000)
Permits and Fees		$ (699,968)	$ (699,968)	$ (699,968)	$ (699,968)	$ (699,968)	$ (699,968)	$ (699,968)	$ (699,968)	$ (699,968)	$ (699,968)	$ (699,968)	$ (466,645)	$ -	$ (7,466,323)
Subtotal:		$ (1,727,686)	$ (1,960,300)	$ (1,921,637)	$ (1,882,715)	$ (1,843,534)	$ (1,804,091)	$ (1,764,383)	$ (1,724,410)	$ (1,684,169)	$ (1,643,658)	$ (1,369,553)	$ (685,226)	$ (20,011,363)	
Direct Construction Costs		$ (888,750)	$ (1,777,500)	$ (1,777,500)	$ (1,777,500)	$ (1,777,500)	$ (1,777,500)	$ (1,777,500)	$ (1,777,500)	$ (1,777,500)	$ (1,777,500)	$ (1,481,250)	$ (592,500)		
Indirect Construction Costs	15%	$ (133,313)	$ (266,625)	$ (266,625)	$ (266,625)	$ (266,625)	$ (266,625)	$ (266,625)	$ (266,625)	$ (266,625)	$ (266,625)	$ (222,188)	$ (88,875)	$ (2,844,000)	
Subtotal:		$ (1,022,063)	$ (2,044,125)	$ (2,044,125)	$ (2,044,125)	$ (2,044,125)	$ (2,044,125)	$ (2,044,125)	$ (2,044,125)	$ (2,044,125)	$ (2,044,125)	$ (1,703,438)	$ (681,375)	$ (21,804,000)	
Total Expenses		**$ (2,749,749)**	**$ (4,004,425)**	**$ (3,965,762)**	**$ (3,926,840)**	**$ (3,887,659)**	**$ (3,848,216)**	**$ (3,808,508)**	**$ (3,768,535)**	**$ (3,728,294)**	**$ (3,687,783)**	**$ (3,072,990)**	**$ (1,366,601)**	**$ (41,815,363)**	
NET INCOME BEFORE DEVELOPER'S		**$ (2,749,749)**	**$ 7,416,012**	**$ 7,454,676**	**$ 7,493,597**	**$ 7,532,779**	**$ 7,572,222**	**$ 7,611,929**	**$ 7,651,902**	**$ 7,692,143**	**$ 7,732,654**	**$ 8,347,447**	**$ 6,247,024**	**$ 80,002,637**	
Total Project Incentive	10.00%	$ -	$ (1,142,044)	$ (1,142,044)	$ (1,142,044)	$ (1,142,044)	$ (1,142,044)	$ (1,142,044)	$ (1,142,044)	$ (1,142,044)	$ (1,142,044)	$ (1,142,044)	$ (761,363)	$ (12,181,800)	
NET INCOME (BEFORE DISCOUNTING)		$ (2,749,749)	$ 6,273,968	$ 6,312,632	$ 6,351,553	$ 6,390,735	$ 6,430,178	$ 6,469,886	$ 6,509,859	$ 6,550,100	$ 6,590,611	$ 7,205,404	$ 5,485,661	$ 67,820,837	
Present Value Factors															
Discount Rate (Cost of Borrowed Funds)	5.00%	0.98765	0.97546	0.96342	0.95152	0.93978	0.92817	0.91672	0.90540	0.89422	0.88318	0.87228	0.86151		
Discounted Cash Flow		$ (2,715,801)	$ 6,120,012	$ 6,081,705	$ 6,043,657	$ 6,005,866	$ 5,968,330	$ 5,931,047	$ 5,894,016	$ 5,857,235	$ 5,820,702	$ 6,285,111	$ 4,725,944	$ 62,017,824	
Net Present Value (Rounded)														**$ 62,020,000**	
														per unit:	**$646,000**

Land Residual Analysis: Alley-loaded Lots

Quarter:		0	1	2	3	4	5	6	7	8	9	10	11	Total
ABSORPTION														
Sales			10	10	10	10	9	9	9	9	9	9	0	94
Close of Escrow (COE)			0	10	10	10	10	9	9	9	9	9	9	94
Unsold Inventory	94		84	74	64	54	45	36	27	18	9	0	0	
Sales Revenue			$ 17,966,755	$ 17,966,755	$ 17,966,755	$ 17,966,755	$ 16,170,080	$ 16,170,080	$ 16,170,080	$ 16,170,080	$ 16,170,080	$ 16,170,080	$ -	$168,887,500
Total Sales Revenue (at Close of		**$**	**-**	**$ 17,966,755**	**$ 17,966,755**	**$ 17,966,755**	**$ 17,966,755**	**$ 16,170,080**	**$ 16,170,080**	**$ 16,170,080**	**$ 16,170,080**	**$ 16,170,080**	**$ 16,170,080**	**$168,887,500**
EXPENSES AND CASH FLOWS														
General and Administrative	3.0%	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (460,602)	$ (5,066,625)
Marketing and Sales	5.0%	$ -	$ (898,338)	$ (898,338)	$ (898,338)	$ (898,338)	$ (898,338)	$ (808,504)	$ (808,504)	$ (808,504)	$ (808,504)	$ (808,504)	$ (808,504)	$ (8,444,375)
Ad Valorem Taxes ($/unit/yr)	$9,886	$ (232,322)	$ (208,645)	$ (184,725)	$ (160,561)	$ (136,151)	$ (114,026)	$ (91,677)	$ (69,102)	$ (46,298)	$ (23,265)	$ -	$ -	$ (1,266,772)
Direct Charges ($/unit/yr)	$1,516	$ (35,628)	$ (31,997)	$ (28,329)	$ (24,623)	$ (20,880)	$ (17,487)	$ (14,059)	$ (10,597)	$ (7,100)	$ (3,568)	$ -	$ -	$ (194,269)
Special Taxes/Assessments ($/unit/yr)	$3,502	$ (82,297)	$ (73,910)	$ (65,436)	$ (56,877)	$ (48,230)	$ (40,392)	$ (32,475)	$ (24,478)	$ (16,401)	$ (8,241)	$ -	$ -	$ (448,737)
Homeowner's Association Fees ($/unit/mo)	$544	$ (153,408)	$ (137,088)	$ (120,768)	$ (104,448)	$ (88,128)	$ (73,440)	$ (58,752)	$ (44,064)	$ (29,376)	$ (14,688)	$ -	$ -	$ (824,160)
Model Costs		$ (525,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (525,000)
Permits and Fees		$ (1,429,330)	$ (1,429,330)	$ (1,429,330)	$ (1,429,330)	$ (1,286,397)	$ (1,286,397)	$ (1,286,397)	$ (1,286,397)	$ (1,286,397)	$ (1,286,397)	$ (1,286,397)	$ -	$ (13,435,702)
Subtotal:		$ (2,918,587)	$ (3,239,910)	$ (3,187,529)	$ (3,134,779)	$ (2,938,725)	$ (2,800,849)	$ (2,752,467)	$ (2,703,745)	$ (2,654,678)	$ (2,605,265)	$ (1,269,106)		$ (30,205,640)
Direct Construction Costs		$ (1,927,500)	$ (3,855,000)	$ (3,855,000)	$ (3,855,000)	$ (3,662,250)	$ (3,469,500)	$ (3,469,500)	$ (3,469,500)	$ (3,469,500)	$ (3,469,500)	$ (1,734,750)		
Indirect Construction Costs	15%	$ (289,125)	$ (578,250)	$ (578,250)	$ (578,250)	$ (549,338)	$ (520,425)	$ (520,425)	$ (520,425)	$ (520,425)	$ (520,425)	$ (260,213)		$ (5,435,550)
Subtotal:		$ (2,216,625)	$ (4,433,250)	$ (4,433,250)	$ (4,433,250)	$ (4,211,588)	$ (3,989,925)	$ (3,989,925)	$ (3,989,925)	$ (3,989,925)	$ (3,989,925)	$ (1,994,963)		$ (41,672,550)
Total Expenses		**$ (5,135,212)**	**$ (7,673,160)**	**$ (7,620,779)**	**$ (7,568,029)**	**$ (7,150,313)**	**$ (6,790,774)**	**$ (6,742,392)**	**$ (6,693,670)**	**$ (6,644,603)**	**$ (6,595,190)**	**$ (3,264,069)**		**$ (71,878,190)**
NET INCOME BEFORE DEVELOPER'S		**$ (5,135,212)**	**$ 10,293,595**	**$ 10,345,977**	**$ 10,398,726**	**$ 10,816,443**	**$ 9,379,306**	**$ 9,427,688**	**$ 9,476,410**	**$ 9,525,477**	**$ 9,574,890**	**$ 12,906,011**		**$ 97,009,310**
Total Project Incentive	9.00%	$ -	$ (1,617,008)	$ (1,617,008)	$ (1,617,008)	$ (1,617,008)	$ (1,455,307)	$ (1,455,307)	$ (1,455,307)	$ (1,455,307)	$ (1,455,307)	$ (1,455,307)		$ (15,199,875)
NET INCOME (BEFORE DISCOUNTING)		$ (5,135,212)	$ 8,676,588	$ 8,728,969	$ 8,781,718	$ 9,199,435	$ 7,923,999	$ 7,972,380	$ 8,021,103	$ 8,070,170	$ 8,119,582	$ 11,450,704		$ 81,809,435
Present Value Factors														
Discount Rate (Cost of Borrowed Funds)	5.00%	0.98765	0.97546	0.96342	0.95152	0.93978	0.92817	0.91672	0.90540	0.89422	0.88318	0.87228		
Discounted Cash Flow		$ (5,071,815)	$ 8,463,673	$ 8,409,648	$ 8,356,018	$ 8,645,418	$ 7,354,857	$ 7,308,408	$ 7,262,294	$ 7,216,513	$ 7,171,060	$ 9,988,191		$ 75,104,265
Net Present Value (Rounded)														**$ 75,100,000**
													per unit:	**$799,000**

Sales Comparison Approach

In this section of the report, we will utilize the sales comparison approach to estimate the market value of the subject lots. This value estimate assumes the subject property would sell on a bulk, or wholesale, basis. That is, it would transfer in one transaction to a single buyer. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties. Our sales research focused on transactions within the following parameters:

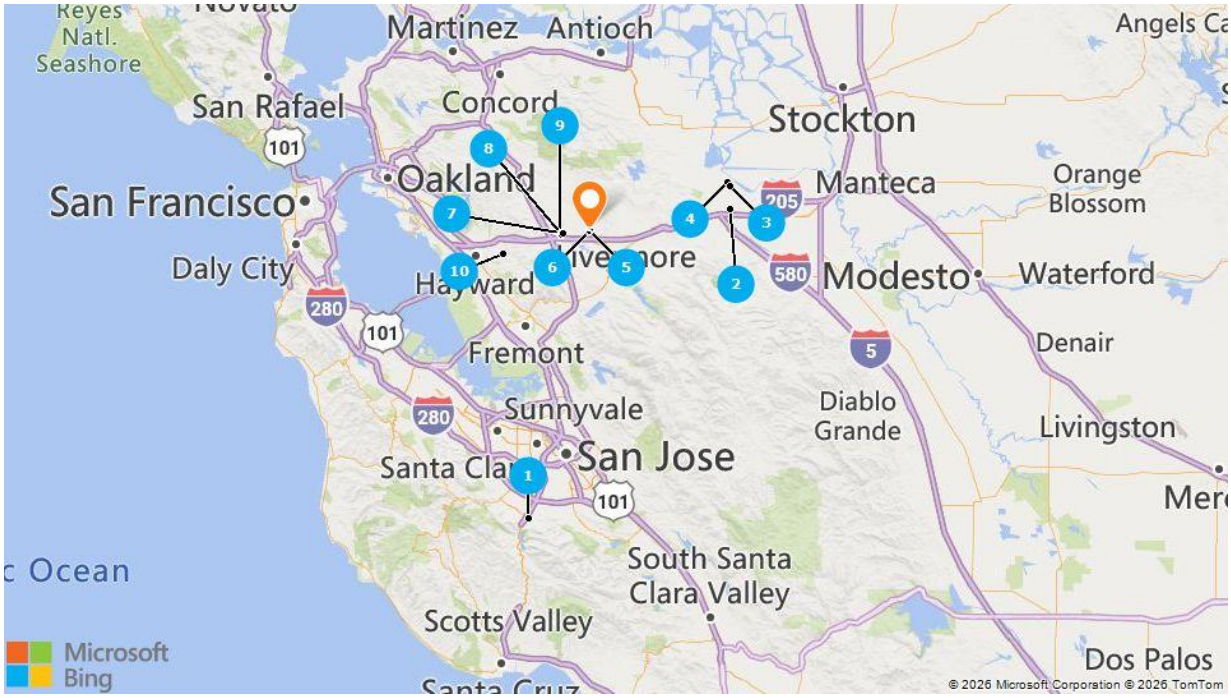
- Location: East Bay communities
- Number of Units/Lots: 50 to 250 units/lots
- Transaction Date: within the last 24 to 36 months

The bulk lot sales are analyzed on a loaded lot basis. Loaded lot is the equivalent of underlying land, any remaining site development costs and all fees paid through the building permit for home construction. The most relevant sales are summarized in the following table:

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Sale Price; Bond Consideration/Lot	Number of Lots	$/Lot	Expenditures After Purchase
1	Los Gatos Lodge 50 Los Gatos-Saratoga Rd. Los Gatos Santa Clara County	Oct-25 Closed	$78,425,000 $0	155	$505,968	$231,535
	Comments: Previously developed as the Los Gatos Lodge, the site was purchased for the land and will be developed with 155 townhome units. The buyer/seller originally went into contract in June 2023 for $80,000,000. Pursuant to Section 3A of the purchase agreement, the buyer's initial deposit of $50,000 and 90 day extension payment of $2,000,000 were not credited against the purchase price. Ultimately, the final sale price of $78,425,000 was agreed upon. The sale also included a small, older single-family residence located above the balance of the Los Gatos Lodge development site. This property will be upgraded and re-sold separately from the balance of the 155-unit development analyzed herein. According to the Developer (buyer), $2,000,000 in contributory value was assigned to this property in the Purchase and Sale Agreement. The developer plans to renovate the home at a cost of approximately $100,000 to $150,000 and resell upon completion.					
2	Altamira at College Park E Gobind Blvd. and S Vivani St Mountain House San Joaquin County	Jan-25 Closed	$47,850,000 $6,400	115	$416,087	$124,125
	Comments: This property comprises 115 residential lots with typical lot sizes of 4,250 SF. KB Homes acquired the lots in January 2025, at which time the property was in blue top condition. Permits and fees were reported to average $80,530/lot. It is anticipated bond financing will be utilized to finance certain impact fees of approximately $41,068/lot; net impact fees are $39,462/lot. Site development costs are budgeted at $84,663/lot. Anticipated annual special taxes are $3,200/lot.					
3	Mountain House Tract 3974 N/O Byron Rd., S/O Great Valley Pkwy. Mountain House San Joaquin County	Jan-25 Closed	$34,800,000 $7,280	87	$400,000	$53,434
	Comments: Century Communities entered into contract in October 2024 to purchase 87 finished lots within Tract 3974 in Mountain House (3,825 SF lots). Escrow closed in January 2025. Average permits and fees per lot are approximately $53,434. The lots will be encumbered by bond debt, proceeds of which will finance certain public improvements. Annual special taxes are estimated at $3,640 per lot.					
4	Mountain House Tract 3975 N/O Byron Rd., S/O Great Valley Pkwy. Mountain House San Joaquin County	Jan-25 Closed	$113,000,000 $10,354	203	$556,650	$50,976
	Comments: Taylor Morrison Homes entered into contract on July 30, 2024 to purchase 203 finished lots within Tract 3975 in Mountain House (6,000 SF lots). Escrow closed in January 2025. Average permits and fees per lot are approximately $50,976. The lots will be encumbered by bond debt, proceeds of which will finance certain public improvements. Annual special taxes are estimated at $5,177 per lot.					
5	Francis Ranch - Neighborhood 3 Croak Rd. Dublin Alameda County	Oct-24 Closed	$103,010,000 $8,300	91	$1,131,978	$131,484
	Comments: This comparable represents the sale of 91 finished lots (5,500 SF typical size) in Neighborhood 3 of the Francis Ranch Development. Permits & fees average $131,484 per lot and annual special taxes are $4,669 per lot. Taylor Morrison is marketing the project as Larkspur and is offering 3 floor plans ranging in size from 3,500 to 3,611 square feet, priced from $2,550,000 to $2,575,000.					
6	Francis Ranch - Neighborhood 4 Croak Rd. Dublin Alameda County	Dec-23 Closed	$88,145,000 $10,198	85	$1,037,000	$123,418
	Comments: This comparable represents the sale of 85 finished lots (4,500 SF typical size) in Neighborhood 4 of the Francis Ranch Development. Permits & fees average $123,418 per lot and annual special taxes are $3,980 per lot. Taylor Morrison is marketing the project as Primrose and is offering 3 floor plans ranging in size from 2,605 to 2,919 square feet, priced from $2,095,000 to $2,345,000.					
7	Venice (91 Lots) Dublin Blvd. Dublin Alameda County	Jun-23 Closed	$36,329,941 $10,198	91	$399,230	$214,200
	Comments: This property consists of 91partially improved lots (blue top), that transferred in five takedowns between October 2021 and June 2023. This product is attached duet lots, with in a portion of Improvement Area No. 4 of the Dublin Crossing Specific Plan area. Special taxes are $4,150 per lot per year, permits and fees are reportedly $95,031/lot. This project has a typical lot of about 1,600 SF.					
8	Lombard (84 Lots) Dublin Blvd. Dublin Alameda County	Jun-23 Closed	$47,039,570 $0	84	$559,995	$220,500
	Comments: This property consists of 84 partially improved lots (blue top), that transferred in seven takedowns between October 2021 and June 2023. This product is detached motor court lots, with in a portion of Improvement Area No. 4 of the Dublin Crossing Specific Plan area. Special taxes are $5,099 per lot per year, permits and fees are reportedly $108,815/lot. This project has a typical lot of about 2,640 SF.					
9	Melrose (75 Lots) Dublin Blvd. Dublin Alameda County	Mar-23 Closed	$39,818,126 $0	75	$530,908	$194,340
	Comments: This property consists of 75partially improved lots (blue top), that transferred in three takedowns between July 2021 and March 2023. This product is detached 4-pack lots, with in a portion of Improvement Area No. 4 of the Dublin Crossing Specific Plan area. Special taxes are $5,099 per lot per year, permits and fees are reportedly $100,228/lot.					
10	Five Canyons 5499 Hilltop Rd. Castro Valley Alameda County	May-22 Closed	$11,225,000 $0	25	$449,000	$485,633
	Comments: Sale of 56.14 acres with a final map in place for 25 lots. Contract date is October 2021. Lot sizes range from 1.0 to 3.69 acres in size. Site is sloped and located along a ridgetop, which impacts utility of the site. A new roadway will need to be constructed. Site development costs are estimated to be $434,819/lot and permits and fees at $50,814/lot					
	Subject East Ranch (aka Francis Ranch) Dublin, CA					

Comparable Land Sales Map



Loaded Lot Analysis

The sales are compared to the subject and adjusted to account for material differences that affect value. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

This analysis relies on qualitative adjustments, with adjustments being characterized as being slightly superior/inferior, superior/inferior, or significantly superior/inferior, where approximate percent adjustments would be assigned as follows:

Qualitative Adjustment Summary

Adjustment	Identification	General Percent of Adjustment Ranges
Sig. Inferior	+++	11% to 20+%
Inferior	++	6% to 10%
Sl. Inferior	+	1% to 5%
Similar		0%
Sl. Superior	-	-1% to -5%
Superior	--	-6% to -10%
Sig. Superior	---	-11% to -20+%

While we present percentage adjustments in the above table for comparison purposes, they are based on qualitative judgment rather than empirical research as there is not sufficient data to develop a sound quantitative estimate.

As a result of the limited data present in the market, many of the adjustments require the appraiser's experience and knowledge of the market and information obtained from those knowledgeable and active in the marketplace. Additionally, many of the adjustments are subjective and reflect the premiums and discounts a typical buyer would most likely assign for differing attributes between the comparables and the subject property.

Our rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Expenditures After Purchase	Remaining site development costs (if any) as well as a permits and fees due upon building permit are included on a dollar-for-dollar basis, all of which are presumed to be an obligation of the merchant builder.	All adjustments are accounted for accordingly.
Bond Encumbrance	The present value of the special taxes or the assessment lien are considered	If applicable, we consider the estimated bond encumbrances for a typical holding period (2 years) which are adjusted to the subject on a dollar-for-dollar basis
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	All of the comparables are all cash or cash to seller transactions and do not warrant an adjustment.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	All of the comparables are market transactions and do not warrant an adjustment for conditions of sale.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	Home values had been increasing significantly from the first quarter of 2020 to the first quarter of 2022; though, some price appreciation had been offset by rising construction costs (materials) and labor shortages during the pandemic. The sales took place between May 2022 and September 2025. Land brokers and developers generally agree that land values remain relatively stable due to the severe undersupply of vacant developable land in the region; however, rising construction costs, development impact fees and historically higher mortgage interest rates provide constant pressure on the housing market, with Builders continuing to offer/use buyer

Adjustment Factor	Accounts For	Comments
		incentives towards mortgage interest rate buydowns in many markets. Consequently, no adjustments for market conditions is deemed warranted.
Location/Community Appeal	Market or submarket area influences on sale price; surrounding land use influences.	The subject is located in the city of Dublin. Comparables 2 through 4 warrant upward adjustments for their inferior Mountain House location. No other adjustments for location/community appeal are warranted.
Number of Lots	Generally, there is an inverse relationship between the number of lots and price per lot such that larger projects (with a greater number of lots) achieve a lower price per lot.	Typically, variances in per lot prices, all else being equal, are not observed in transactions between 40 and 250 lots. All of the comparables represent fairly similar sized transactions and do not require adjustment.
Site Utility	Primary physical factors that affect desirability of lots.	The comparable sales include traditional detached single-family residential (SFR) lots, townhome/attached lots, and alley-loaded lots. Differences in site utility were considered based on lot configuration, functionality, privacy, access, and overall market appeal. Overall, the site utility hierarchy considered in the analysis is generally traditional detached SFR lots as the most functional, followed by alley-loaded detached SFR lots, with townhome/attached lots generally reflecting the lowest level of site utility. The adjustments are intended to account for differences in utility and each adjustment reflects the contributory value of the site characteristics in the subject's market. Additionally, an adjustment is considered for Comparable 10, as the lots are

Adjustment Factor	Accounts For	Comments
		located along a sloped ridgetop which impacted the utility of the lots.
Lot Premiums/ Discounts	Primary physical factors that affect desirability of lots.	The subject has average lot premiums/discounts. Most of the comparables have similar lot premiums/discounts and do not warrant adjustments. However, Comparable 10 is expected to achieve greater premiums associated with lot size and view. This comparable receives a downward adjustment.

Land Value Conclusion

The comparables reflect a range of sales prices of $399,230 to $1,131,978 per lot. The wide disparity in the unadjusted range is largely attributable to lot condition at time of sale (unimproved lots, partially improved lots and improved lots), as well as differences in permits and fees and bonds encumbrances. After accounting for remaining site development costs, permits and fees and bond encumbrances, the comparables exhibit a loaded lot range of $460,714 to $1,272,800 per loaded lot.

The most recent closed sales of the subject are summarized as follows:

	Sale 1 (Neighborhood 3)	Sale 2 (Neighborhood 4)
Contract Date	Jun-24	Nov-23
Sale Date	Oct-24	Dec-23
Sale Price	$103,010,000	$88,145,000
Price per Lot	$1,131,978	$1,037,000
Lot size	5,500	4,500
Lot condition	91 Finished lots	85 Finished Lots

Overall, the recent closed transactions of the subject lots/units, while at the top of the range, are reasonably supported by market transactions. Based upon the analysis presented herein, a ranking of the subject and the comparable sales is provided in the following table.

Bulk Lot Ranking Summary

Comparable	Sale Date	$/ Loaded Lot (Unadjusted)	Net Adjustment
3	Jan-25	$460,714	Inferior
2	Jan-25	$546,612	Inferior
4	Jan-25	$617,980	Inferior
7	Jun-23	$621,730	Similar
9	Mar-23	$735,446	Similar
Subject (Attached Duets/TH)	**--**	**$735,000**	--
1	Oct-25	$737,503	Similar
8	Jun-23	$790,693	Similar
Subject (Alley-Loaded)	**--**	**$900,000**	--
10	May-22	$934,633	Similar
Subject (Traditional SFR lots)	--	**$1,150,000**	Similar
6	Dec-23	$1,168,378	Similar
5	Oct-24	$1,272,800	Similar

Deducting the subject's permits and fees due at building permit yields lot values for the subject property as calculated in the following table.

Conclusion of Value: Sales Comparison Approach			
Lot Size Categories	Traditional SFR	Attached	Alley-loaded
Concluded Loaded Lot Value	$1,150,000	$735,000	$900,000
Less: Permits & Fees	($145,933)	($77,774)	($142,933)
Estimated Finished Lot Value	$1,004,067	$657,226	$757,067
Rounded	$1,004,000	$657,000	$757,000

Reconciliation of Lot Value

The improved (finished) lot value conclusions indicated by the land residual analysis and sales comparison approach to value are presented below.

Reconciliation of Finished Lot Value

Lot Size Categories	Traditional SFR Lots	Attached	Alley-loaded lots
Sales Comparison Approach	$1,004,000 per finished lot	$657,000 per finished lot	$757,000 per finished lot
Land Residual Analysis	$1,067,000 per finished lot	$646,000 per finished lot	$799,000 per finished lot
% Difference	-5.90%	1.70%	-5.26%
Average	$1,035,500	$651,500	$778,000
Concluded Finished Lot Value	$1,040,000 per finished lot	$650,000 per finished lot	$780,000 per finished lot

The subject has additional lot categories with varying lot sizes. In consideration of paired sales analyses and sales agent interviews regarding premiums achieved for home sales when isolating lot size, a lot size adjustment factor of $12.00 per square foot of difference in lot area is applied to the benchmark lot values. In the following table, adjustments for differences in lot size are made to the above-concluded benchmark typical lot and applied to the subject's additional lot size categories.

Conclusion of Finished Lot Value (Traditional SFR lots)

Community	Lot Size (SF)		Benchmark Lot Value	Lot Size Adjustment	Adjusted Finished Lot Value (Rounded)
Azure	5,000	Benchmark	$1,040,000		$1,040,000
Jasmin	2,265	Benchmark	$650,000		$650,000
Marigold	3,780	Benchmark	$780,000		$780,000
Orchid	6,500		$1,040,000	$18,000	$1,058,000
Primrose	4,500		$1,040,000	($6,000)	$1,034,000
Larkspur	5,500		$1,040,000	$6,000	$1,046,000

Conclusion of Value

In this section, the previously concluded market values will be allocated between the four entities comprising the ownership group of the appraised properties, as of the effective appraisal date, in order to provide a market value of the appraised properties by ownership. A summary of the ownership group holdings along with the current development status is provided in the following table.

Appraised Property Summary by Ownership

Owner	Finished SFR Lots	Partially Completed Homes	Completed Homes	**Total Lots Appraised**	Completed Homes and Assessed Value Assigned; Total Lots not Appraised
Individual Homeowners					
Azure	0	0	45	**45**	8
Jasmine	0	0	12	**12**	0
Marigold	0	0	20	**20**	10
Orchid	0	0	19	**19**	8
Primrose	0	0	10	**10**	31
Larkspur	0	0	20	**20**	12
Subtotal	0	0	126	**126**	69
TH East Ranch Dublin, LLC					
Azure	0	17	3	**20**	0
Jasmine	51	11	5	**67**	0
Marigold	1	20	3	**24**	0
Orchid	0	25	3	**28**	0
Subtotal	52	73	14	**139**	0
Taylor Morrison California, LLC					
Primrose	15	20	9	**44**	0
Larkspur	5	23	0	**28**	0
Subtotal	20	43	9	**72**	0
Arroyo Cap IV3, LLC					
Azure	0	23	0	**23**	0
Jasmine	17	0	0	**17**	0
Marigold	30	10	0	**40**	0
Orchid	22	22	0	**44**	0
Subtotal	69	55	0	**124**	0
KL LB BUY 4, LLC					
Larkspur	13	11	1	**25**	0
Subtotal	13	11	1	**25**	0
TOTAL	**154**	**182**	**150**	**486**	**69**

In addition to completed homes, permits and impact fees have been paid for homes under construction. These fees add dollar for dollar to the project's value and are included in the value by ownership.

The subject lots could sell within 12 months of exposure to the market; consequently, no discounting for the time value of money is warranted in this analysis.

Market Value by Ownership

The appraised properties represent the taxable parcels in City of Dublin Community Facilities District No. 2023-1 (East Ranch). More specifically, the appraised properties consist of 486 residential units/lots held by two separate merchant builders, two landbanks, and individual homeowners.

In this section, the previously concluded finished lot values will be allocated to each ownership group comprising the appraised properties in order to provide a market value of the appraised properties by owner.

To arrive at the market value by ownership, we apply the previously concluded finished lot value to the homes under construction because we do not consider any contributory value related to structural improvements. However, we do add the value of the permits and fees that have been incurred for the homes under construction.

In light of the fact the property owners have a number of lot(s) that could sell in bulk to one buyer within 12 months, which is supported by the recent acquisition of the subject land, no discounting is necessary. Based on the previous analysis, the estimates of market value (in bulk), by ownership, as well as the cumulative, or aggregate, value of City of Dublin CFD No. 2023-1, subject to the impact of the Lien of the Special Tax securing the Bonds, as of the date of value, August 14, 2026, are estimated in the table on the following page.

Market Value by Ownership

	Lots/Homes	Lot/Home Value	Permits and Fees	Value per Component	Market Value (Rd.)
Individual Homeowners					
Completed Homes†					
Azure	45	$2,475,000	--	$2,475,000	$111,375,000
Jasmine	12	$1,310,000	--	$1,310,000	$15,720,000
Marigold	20	$1,730,000	--	$1,730,000	$34,600,000
Orchid	19	$2,860,000	--	$2,860,000	$54,340,000
Primrose	10	$1,900,000	--	$1,900,000	$19,000,000
Larkspur	20	$2,400,000	--	$2,400,000	$48,000,000
Total - Individual Homeowners	**126**				**$283,035,000**
TH East Ranch Dublin, LLC					
Improved Lots					
Jasmine	51	$650,000	--	$650,000	$33,150,000
Marigold	1	$780,000	--	$780,000	$780,000
Homes Under Construction					
Azure	17	$1,040,000	$145,933	$1,186,000	$20,162,000
Jasmine	11	$650,000	$77,774	$728,000	$8,008,000
Marigold	20	$780,000	$142,933	$923,000	$18,460,000
Orchid	25	$1,058,000	$149,545	$1,208,000	$30,200,000
Completed Homes†					
Azure	3	$2,475,000	--	$2,475,000	$7,425,000
Jasmine	5	$1,310,000	--	$1,310,000	$6,550,000
Marigold	3	$1,730,000	--	$1,730,000	$5,190,000
Orchid	3	$2,860,000	--	$2,860,000	$8,580,000
Total - TH East Ranch Dublin, LLC	**139**				**$138,505,000**
Taylor Morrison California, LLC					
Improved Lots					
Primrose	15	$1,034,000	--	$1,034,000	$15,510,000
Larkspur	5	$1,046,000	--	$1,046,000	$5,230,000
Homes Under Construction					
Primrose	20	$1,034,000	$123,418	$1,157,000	$23,140,000
Larkspur	23	$1,046,000	$131,484	$1,177,000	$27,071,000
Completed Homes†					
Primrose	9	$1,900,000	--	$1,900,000	$17,100,000
Total - Taylor Morrison California, LLC	**72**				**$88,051,000**
Arroyo Cap IV3, LLC					
Improved Lots					
Jasmine	17	$650,000	--	$650,000	$11,050,000
Marigold	30	$780,000	--	$780,000	$23,400,000
Orchid	22	$1,058,000	--	$1,058,000	$23,276,000
Homes Under Construction					
Azure	23	$1,040,000	$145,933	$1,186,000	$27,278,000
Orchid	22	$1,058,000	$149,545	$1,208,000	$26,576,000
Marigold	10	$780,000	$142,933	$923,000	$9,230,000
Total - Arroyo Cap IV3, LLC	**124**				**$120,810,000**
KL LB BUY 4, LLC					
Improved Lots					
Larkspur	13	$1,046,000	--	$1,046,000	$13,598,000
Homes Under Construction					
Larkspur	11	$1,046,000	$131,484	$1,177,000	$12,947,000
Completed Homes†					
Larkspur	1	$2,400,000	--	$2,400,000	$2,400,000
Total - KL LB BUY 4, LLC	**25**				**$28,945,000**
Aggregate Market Value, subject to a hypothetical condition	**486**				**$659,346,000**

†Represents a not-less-than value

Based on the preceding valuation analysis, it is our opinion the market value of the fee simple interest in the appraised property, subject to the extraordinary assumptions and hypothetical conditions noted, and in accordance with the definitions, certifications, general assumptions and limiting conditions, August 14, 2026, are as follows:

Value Conclusions

Appraisal Premise	No. of Parcels	Value Conclusion
Aggregate Value of Appraised Properties	486	$659,346,000
Aggregate Value of Existing Homes based on Assessed Value	69	$166,295,689
Total Aggregate Value of Appraised and Assessed Properties in the District	**555**	**$825,641,689**

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The value derived herein is based on the hypothetical condition that proceeds to be financed by the Bond proceeds from the City of Dublin Community Facilities District No. 2023-1 Special Tax Bonds are available to reimburse the Developer for public improvements completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local land market, it is our opinion that the probable exposure time for the subject at the concluded market value / values stated previously is 12 months. As it relates to the completed home component of the subject, current market conditions indicate that 30-to-60-day exposure period is reasonable.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject in bulk is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 12 months.

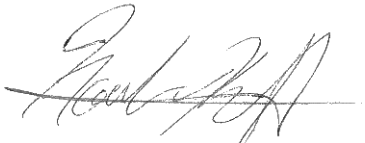
Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Eric Segal, MAI, and Kari Tatton have made a personal inspection of the property that is the subject of this report. Noah Kauffman, MAI, R/W-AC, has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Eric Segal, MAI, and Noah Kauffman, MAI, R/W-AC, have completed the continuing education program for Designated Members of the Appraisal Institute.



Eric Segal, MAI
Certified General Real Estate Appraiser
California Certificate # AG026558



Noah Kauffman, MAI, R/W-AC
Certified General Real Estate Appraiser
California Certificate # 3004618



Kari Tatton
Certified General Real Estate Appraiser
California Certificate # 3002218

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – San Francisco, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. Integra Realty Resources – San Francisco is not a building or environmental inspector. Integra San Francisco does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the

appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – San Francisco, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The value derived herein is based on the hypothetical condition that proceeds to be financed by the Bond proceeds from the City of Dublin Community Facilities District No. 2023-1 Special Tax Bonds are available to reimburse the Developer for public improvements completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Eric Segal, MAI

Integra Realty Resources - Los Angeles (219)

12100 Wilshire Blvd
Suite 800
Los Angeles, CA 90025

T 916.435.3883
F 916.435.4774

irr.com

Experience

Mr. Segal is a Certified General real estate appraiser and holds the Appraisal Institute's MAI designation. In 1998, Mr. Segal began his career in real estate as a research analyst/appraiser trainee for Richard Seevers and Associates. By 1999, he began writing narrative appraisal reports covering a variety of commercial properties, with an emphasis on residential master planned communities and subdivisions. Today, Mr. Segal is a partner in the firm and is involved in appraisal assignments covering a wide variety of properties including office, retail, industrial, multifamily housing, master planned communities, and specializes in the appraisal of Mello Roos Community Facilities Districts and Assessment Districts for land secured municipal financings, as well as multifamily developments under the U.S. Department of Housing and Urban Development's Multifamily Accelerated Processing (MAP) Guide. He has developed the experience and background necessary to deal with complex assignments covering an array of property types, with a particular focus on urban redevelopment in the cities of San Francisco, Oakland, Monterey, Alameda and San Mateo. He has developed the experience and background necessary to deal with complex assignments covering an array of property types. Eric is currently Senior Managing Director of the Integra Los Angeles office, and Managing Director of the Integra Orange County, Integra-San Francisco and Integra-Sacramento offices.

Professional Activities & Affiliations

MAI Designation, Appraisal Institute Appraisal Institute, January 2016

Licenses

California, Certified General Real Estate Appraiser, AG026558, Expires February 2027
Nevada, Certified General, A.0207666-CG, Expires January 2027
Arizona, Certified General, CGA - 1006422, Expires January 2026
Washington, Certified General, 20100611, Expires June 2025

Education

Academic:
Bachelor of Science in Business Administration (Concentrations in Finance and Real Estate & Land Use Affairs), California State University, Sacramento

Appraisal and Real Estate Courses:
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
Uniform Standards of Professional Appraisal Practice
Appraisal Principles
Basic Income Capitalization
Highest & Best Use and Market Analysis
Advanced Income Capitalization
Report Writing and Valuation Analysis
Self Storage Economics and Appraisal Seminar
Appraisal Litigation Practice and Courtroom Management
Hotel Valuations: New Techniques for today's Uncertain Times
Computer Enhanced Cash Flow Modeling
Advanced Sales Comparison & Cost Approaches

esegal@irr.com - 916.435.3883 x228

Eric Segal, MAI

Education (Cont'd)

Advanced Applications
Subdivision Valuation
Appraisal of Self-Storage Facilities
Appraisal of Fast Food Facilities
Appraisal of Limited Service Hotels
How Tenants Create or Destroy Value: Leasehold Valuation and its Impact on Value
Appraisal of Manufactured Homes Featuring Next Generation Manufactured Homes
Appraisal and Real Estate Courses (cont'd):
Business Practices and Ethics
IRS Valuation Update

Integra Realty Resources - Los Angeles (219)

12100 Wilshire Blvd
Suite 800
Los Angeles, CA 90025

T 916.435.3883
F 916.435.4774

irr.com

esegal@irr.com - 916.435.3883 x228

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Eric A. Segal

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 026558

Effective Date: February 19, 2025
Date Expires: February 18, 2027

Angela Jemmott

Angela Jemmott, Bureau Chief, BREA

3079030

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Noah Kauffman, MAI, R/W-AC

Integra Realty Resources - Sacramento

516 Gibson Drive
Suite 290
Roseville, CA 95678

T 916.435.3883
F 916.435.4774

irr.com

Experience

Mr. Kauffman is a Certified General real estate appraiser with Integra Realty Resources, a real estate appraisal firm that engages in a wide variety of real estate valuation and consultation assignments. Mr. Kauffman joined IRR's Sacramento office in 2014, following roles with financial firms including Bridgewater Associates and Trust Company of the West. Having lived in both Northern and Southern California, he brings statewide market knowledge and focuses on subdivision development appraisals for land-secured financing including Community Facilities Districts (CFDs) and Assessment Districts (ADs). He also manages the company's Right-of-Way / public acquisition appraisal services across multiple California offices. Mr. Kauffman has developed the experience and background necessary to deal with complex assignments covering an array of property types. Noah Kauffman holds the Appraisal Institute's MAI designation and the Right of Way – Appraisal Certification (R/W-AC) from the International Right of Way Association.

Licenses

California, Certified General Real Estate Appraiser, 3004618, Expires June 2027

Education

Academic:
Bachelor of Science in Agricultural Management and Rangeland Resources, University of California, Davis

Appraisal and Real Estate Courses:
Advanced Concepts & Case Studies
Advanced Income Capitalization
Advanced Market Analysis & Highest and Best Use
Subdivision Valuation
Quantitative Analysis
Laws and Regulations for California Appraisers
Problems in the Valuation of Partial Acquisitions
Reviewing Appraisals in Eminent Domain
The Uniform Act Executive Summary
The Valuation of Partial Acquisitions
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications
Ethics and the Right of Way Profession
Farm and Rural Resources Appraisal
Basic Appraisal Principles
Basic Appraisal Procedures
Business Practices and Ethics
General Appraiser Sales Comparables Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Market Analysis and Highest and Best Use
General Appraiser Report Writing and Case Studies
General Appraiser Income Capitalization Approach Part I & II
Residential Sales Comparables and Income Approach
Residential Site Valuation and Cost Approach
Residential Market Analysis and Highest and Best Use
Residential Report Writing and Case Studies

nkauffman@irr.com - 916.773.3258

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Noah J. Kauffman

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3004618

Effective Date: June 12, 2025
Date Expires: June 11, 2027

Angela Jemmott

Angela Jemmott, Bureau Chief, BREA

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COPY

Kari Tatton

Experience

Ms. Tatton is a Certified General real estate appraiser. After completing her bachelor's degree at California State University, Sacramento, Ms. Tatton began her career in real estate in March 2011, and has been writing narrative appraisal reports for a variety of commercial properties including office, retail, industrial, multifamily housing, land and special-purpose properties including self-storage facilities, religious facilities, schools and auto dealerships. She specializes in the appraisal of residential master planned communities and subdivisions, as well as Mello-Roos and Assessment Districts for land-secured municipal financings.

Licenses

California, California Certified General Real Estate Appraiser, 3002218, Expires June 2028

Education

Academic:
Bachelor of Arts in Interior Design (Concentration in Interior Architecture)
California State University, Sacramento

Appraisal and Real Estate Courses:
Basic Appraisal Principles
Basic Appraisal Procedures
Site Valuation & Cost Approach
General Market Analysis & Highest and Best Use
Sales Comparison Approach
Income Capitalization Approach Part I
Income Capitalization Approach Part II
General Appraiser Report Writing and Case Studies
Appraisal of Fast Food Facilities
Appraising Small Apartment Properties
Appraisal of Land Subject to Ground Leases
Appraising Automobile Dealerships

Integra Realty Resources - Sacramento

516 Gibson Drive
Suite 290
Roseville, CA 95678

T 916.435.3883
F 916.435.4774

irr.com

ktatton@irr.com - 916.435.3883 x229

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Kari M. Tatton

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3002218

Effective Date: June 2, 2026
Date Expires: June 1, 2028

Angela Jemmott, Bureau Chief, BREA

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About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value
The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date
1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement
In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Profit
1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of

development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.

2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value
A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum C

Comparable Data

Land Sales

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Los Gatos Lodge
Sub-Property Type:	Residential, Townhome Development Land
Address:	50 Los Gatos-Saratoga Rd.
City/State/Zip:	Los Gatos, CA 95032
County:	Santa Clara
Market Orientation:	Suburban
IRR Event ID:	3395670



Sale Information

Sale Price:	$78,425,000
Effective Sale Price:	$78,425,000
Sale Date:	10/15/2025
Contract Date:	06/29/2023
Sale Status:	Closed
$/Unit:	$505,968 /Unit
$/Acre(Gross):	$12,330,975
$/Land SF(Gross):	$283.08
$/Acre(Usable):	$12,330,975
$/Land SF(Usable):	$283.08
$/Unit (Potential):	$505,968 /Approved Unit
Grantor/Seller:	Los Gatos Lodge, LLC
Grantee/Buyer:	Summerhill Homes LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Contract of Sale
Recording No.:	25884750
Subsidized/Restricted:	No

Sale Analysis

Expenditures After Purchase:	$231,535
Expenditures Description:	permits & fees, site improvement costs, demo costs

Improvement and Site Data

MSA:	San Jose-Sunnyvale-Santa Clara, CA Metropolitan Statistical Area
Legal/Tax/Parcel ID:	529-24-032 and 529-24-001
Acres(Usable/Gross):	6.36/6.36
Land-SF(Usable/Gross):	277,042/277,042
Usable/Gross Ratio:	1.00
No. of Units (Potential):	155
Exterior Walls:	Stucco
No. of Buildings/Stories:	28/3
Air-Conditioning Type:	Central
Roof,Heating,AC Comm.:	Tile
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Desc.:	Los Gatos Saratoga
Frontage Type:	2 way, 1 lane each way
Traffic Control at Entry:	Traffic light
Traffic Flow:	Moderate

Land Sale Profile

Sale No. 1

Improvement and Site Data (Cont'd)

Visibility Rating:	Average
Density-Unit/Gross Acre:	24.37
Density-Unit/Usable Acre:	24.37
Zoning Code:	CH:PD:HEOZ
Zoning Desc.:	Hwy Coml, Pd Dev, Housing Element Overlay
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	06085C0376H
Date:	05/18/2009
Source of Land Info.:	Other

Comments

Previously developed as the Los Gatos Lodge, the site was purchased for the land and will be developed with 155 townhome units. The buyer/seller originally went into contract in June 2023 for $80,000,000. Pursuant to Section 3A of the purchase agreement, the buyer's initial deposit of $50,000 and 90 day extension payment of $2,000,000 were not credited against the purchase price. Ultimately, the final sale price of $78,425,000 was agreed upon. The sale also included a small, older single-family residence located above the balance of the Los Gatos Lodge development site. This property will be upgraded and re-sold separately from the balance of the 155-unit development analyzed herein. According to the Developer (buyer), $2,000,000 in contributory value was assigned to this property in the Purchase and Sale Agreement. The developer plans to renovate the home at a cost of approximately $100,000 to $150,000 and resell upon completion.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Improvement Area No. 12 of Mountain House CFD No.
Sub-Property Type:	Residential, Single Family Development Land
Address:	E Gobind Blvd. and S Vivani St
City/State/Zip:	Mountain House, CA 95391
County:	San Joaquin
Market Orientation:	Suburban
IRR Event ID:	3454762



Sale Information

Sale Price:	$47,850,000
Effective Sale Price:	$47,850,000
Sale Date:	01/10/2025
Sale Status:	Closed
$/Building SF:	$11,258.82
$/Unit (Potential):	$416,087 /Approved Lot
Grantor/Seller:	Mountain House Developers LLC
Grantee/Buyer:	KB Homes
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length

Sale Analysis

Expenditures After Purchase:	$124,125
Expenditures Description:	net fees, and site development costs
Other Adjustment:	$3,200
Adjustment Comments:	estimated annual special taxes

Improvement and Site Data

Legal/Tax/Parcel ID:	209-570-01 through -22, and -24
Acres(Gross):	0.00
Land-SF(Gross):	0
Potential Building SF:	4,250
No. of Units (Potential):	115
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Desc.:	S Vivani St.
Zoning Code:	RM
Zoning Desc.:	Medium Density Residential
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	06077C0570F
Date:	10/16/2009
Source of Land Info.:	Public Records

Comments

This property comprises 115 residential lots with typical lot sizes of 4,250 SF. KB Homes acquired the lots in January

Land Sale Profile

Sale No. 2

Comments (Cont'd)

2025, at which time the property was in blue top condition. Permits and fees were reported to average $80,530/lot. It is anticipated bond financing will be utilized to finance certain impact fees of approximately $41,068/lot; net impact fees are $39,462/lot. Site development costs are budgeted at $84,663/lot. Anticipated annual special taxes are $3,200/lot.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Mountain House Tract 3974
Sub-Property Type:	Residential, Finished SFR Lots
Address:	N/O Byron Rd., S/O Great Valley Pkwy.
City/State/Zip:	Mountain House, CA 95391
County:	San Joaquin
Market Orientation:	Suburban
IRR Event ID:	3297654

Sale Information

Sale Price:	$34,800,000
Effective Sale Price:	$34,800,000
Sale Date:	01/01/2025
Recording Date:	01/01/2025
Contract Date:	10/01/2024
Sale Status:	Closed
$/Acre(Gross):	$34,800,000
$/Land SF(Gross):	$798.90
$/Building SF:	$9,098.04
$/Unit (Potential):	$400,000 /Improved Lot
Grantor/Seller:	Mountain House Developers, LLC
Grantee/Buyer:	Century Communities
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length

Sale Analysis

Expenditures After Purchase:	$53,434
Expenditures Description:	Permits and fees per lot
Other Adjustment:	$3,640
Adjustment Comments:	Annual Special Taxes per lot

Improvement and Site Data

Acres(Gross):	1.00
Land-SF(Gross):	43,560
Potential Building SF:	3,825
No. of Units (Potential):	87
Zoning Code:	RM
Zoning Desc.:	Medium Density Residential
Source of Land Info.:	Other

Comments

Century Communities entered into contract in October 2024 to purchase 87 finished lots within Tract 3974 in Mountain House (3,825 SF lots). Escrow closed in January 2025. Average permits and fees per lot are approximately $53,434. The lots will be encumbered by bond debt, proceeds of which will finance certain public improvements. Annual special taxes are estimated at $3,640 per lot.

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Mountain House Tract 3975
Sub-Property Type:	Residential, Finished SFR Lots
Address:	N/O Byron Rd., S/O Great Valley Pkwy.
City/State/Zip:	Mountain House, CA 95391
County:	San Joaquin
Market Orientation:	Suburban
IRR Event ID:	3297649

Sale Information

Sale Price:	$113,000,000
Effective Sale Price:	$113,000,000
Sale Date:	01/01/2025
Recording Date:	01/01/2025
Contract Date:	07/30/2024
Sale Status:	Closed
$/Acre(Gross):	$4,248,120
$/Land SF(Gross):	$97.52
$/Building SF:	$18,833.33
$/Unit (Potential):	$556,650 /Improved Lot
Grantor/Seller:	Mountain House Developers, LLC
Grantee/Buyer:	Taylor Morrison Homes
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length

Sale Analysis

Expenditures After Purchase:	$50,976
Expenditures Description:	Permits and fees per lot
Other Adjustment:	$5,177
Adjustment Comments:	Annual Special Taxes per lot

Improvement and Site Data

Acres(Gross):	26.60
Land-SF(Gross):	1,158,696
Potential Building SF:	6,000
No. of Units (Potential):	203
Zoning Code:	RL
Zoning Desc.:	Low Density Residential
Source of Land Info.:	Other

Comments

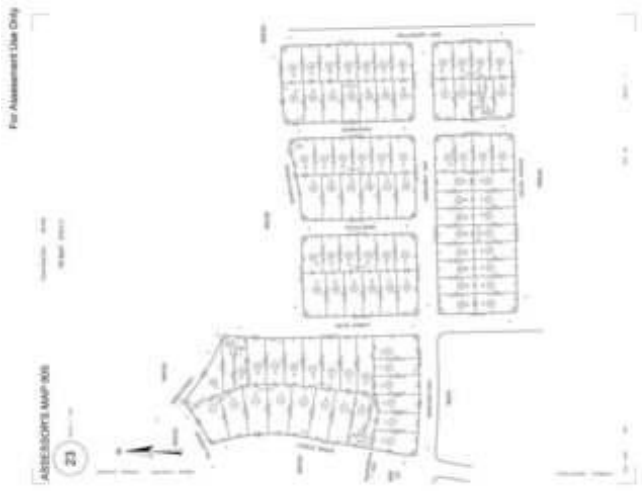
Taylor Morrison Homes entered into contract on July 30, 2024 to purchase 203 finished lots within Tract 3975 in Mountain House (6,000 SF lots). Escrow closed in January 2025. Average permits and fees per lot are approximately $50,976. The lots will be encumbered by bond debt, proceeds of which will finance certain public improvements. Annual special taxes are estimated at $5,177 per lot.

Land Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	Francis Ranch - Neighborhood 3
Sub-Property Type:	Residential, Finished SFR Lots
Address:	Croak Rd.
City/State/Zip:	Dublin, CA 94568
County:	Alameda
Market Orientation:	Suburban
IRR Event ID:	3542892



Sale Information

Sale Price:	$103,010,000
Effective Sale Price:	$103,010,000
Sale Date:	10/18/2024
Contract Date:	06/21/2024
Sale Status:	Closed
$/Land SF(Gross):	$103,010,000.00
$/Building SF:	$18,729.09
$/Unit (Potential):	$1,131,978 /Improved Lot
Grantor/Seller:	Arroyo Cap IV3, LLC
Grantee/Buyer:	Taylor Morrison California, LLC
Assemblage:	No
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	N/Av

Sale Analysis

Expenditures After Purchase:	$131,484
Expenditures Description:	permits & fees
Other Adjustment:	$4,669
Adjustment Comments:	Annual special taxes
Sale Price Includes FF&E?	Yes

Improvement and Site Data

Acres(Gross):	0.00
Land-SF(Gross):	1
Potential Building SF:	5,500
No. of Units (Potential):	91
Source of Land Info.:	Engineering Report

Comments

This comparable represents the sale of 91 finished lots (5,500 SF typical size) in Neighborhood 3 of the Francis Ranch Development. Permits & fees average $131,484 per lot and annual special taxes are $4,669 per lot. Taylor Morrison is marketing the project as Larkspur and is offering 3 floor plans ranging in size from 3,500 to 3,611 square feet, priced from $2,550,000 to $2,575,000.

Land Sale Profile

Sale No. 6

Location & Property Identification

Property Name:	Francis Ranch - Neighborhood 4
Sub-Property Type:	Residential, Finished SFR Lots
Address:	Croak Rd.
City/State/Zip:	Dublin, CA 94568
County:	Alameda
Market Orientation:	Suburban
IRR Event ID:	3542891



Sale Information

Sale Price:	$88,145,000
Effective Sale Price:	$88,145,000
Sale Date:	12/24/2023
Contract Date:	11/03/2023
Sale Status:	Closed
$/Land SF(Gross):	$88,145,000.00
$/Building SF:	$19,587.78
$/Unit (Potential):	$1,037,000 /Unit
Grantor/Seller:	TH East Ranch Dublin, LLC
Grantee/Buyer:	Taylor Morrison California, LLC
Assemblage:	No
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	N/Av

Sale Analysis

Expenditures After Purchase:	$123,418
Expenditures Description:	permits & fees
Other Adjustment:	$3,980
Adjustment Comments:	Annual special taxes
Sale Price Includes FF&E?	Yes

Improvement and Site Data

Acres(Gross):	0.00
Land-SF(Gross):	1
Potential Building SF:	4,500
No. of Units (Potential):	85
Source of Land Info.:	Engineering Report

Comments

This comparable represents the sale of 85 finished lots (4,500 SF typical size) in Neighborhood 4 of the Francis Ranch Development. Permits & fees average $123,418 per lot and annual special taxes are $3,980 per lot. Taylor Morrison is marketing the project as Primrose and is offering 3 floor plans ranging in size from 2,605 to 2,919 square feet, priced from $2,095,000 to $2,345,000.

Land Sale Profile

Sale No. 7

Location & Property Identification

Property Name:	Venice (91 Lots)
Sub-Property Type:	Residential, Single Family Development Land
Address:	Dublin Blvd.
City/State/Zip:	Dublin, CA 94568
County:	Alameda
Market Orientation:	Suburban
IRR Event ID:	3056333



Sale Information

Sale Price:	$36,329,941
Effective Sale Price:	$36,329,941
Sale Date:	06/01/2023
Sale Status:	Closed
$/Acre(Gross):	$5,512,889
$/Land SF(Gross):	$126.56
$/Acre(Usable):	$5,512,889
$/Land SF(Usable):	$126.56
$/Unit (Potential):	$399,230 /Approved Lot
Grantor/Seller:	Dublin Crossing, LLC
Grantee/Buyer:	Lennar
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length

Sale Analysis

Expenditures After Purchase:	$214,200
Expenditures Description:	Site development & permits and fees
Other Adjustment:	$4,150
Adjustment Comments:	Avg. annual special tax

Improvement and Site Data

Acres(Usable/Gross):	6.59/6.59
Land-SF(Usable/Gross):	287,060/287,060
Usable/Gross Ratio:	1.00
No. of Units (Potential):	91
Zoning Desc.:	Single-family residential
Source of Land Info.:	Other

Comments

This property consists of 91partially improved lots (blue top), that transferred in five takedowns between October 2021 and June 2023. This product is attached duet lots, with in a portion of Improvement Area No. 4 of the Dublin Crossing Specific Plan area. Special taxes are $4,150 per lot per year, permits and fees are reportedly $95,031/lot. This project has a typical lot of about 1,600 SF.

Venice (91 Lots)

Land Sale Profile

Sale No. 8

Location & Property Identification

Property Name:	Lombard (84 Lots)
Sub-Property Type:	Residential, Single Family Development Land
Address:	Dublin Blvd.
City/State/Zip:	Dublin, CA 94568
County:	Alameda
Market Orientation:	Suburban
IRR Event ID:	3056325

Sale Information

Sale Price:	$47,039,570
Effective Sale Price:	$47,039,570
Sale Date:	06/01/2023
Sale Status:	Closed
$/Acre(Gross):	$5,488,865
$/Land SF(Gross):	$126.01
$/Acre(Usable):	$5,488,865
$/Land SF(Usable):	$126.01
$/Building SF:	$17,818.02
$/Unit (Potential):	$559,995 /Approved Lot
Grantor/Seller:	Dublin Crossing, LLC
Grantee/Buyer:	Lennar
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length

Sale Analysis

Expenditures After Purchase:	$220,500
Expenditures Description:	Site development & permits and fees
Other Adjustment:	$5,099
Adjustment Comments:	Avg. annual special taxes

Improvement and Site Data

Acres(Usable/Gross):	8.57/8.57
Land-SF(Usable/Gross):	373,309/373,309
Usable/Gross Ratio:	1.00
Potential Building SF:	2,640
No. of Units (Potential):	84
Zoning Desc.:	Single-family residential
Source of Land Info.:	Other

Comments

This property consists of 84 partially improved lots (blue top), that transferred in seven takedowns between October 2021 and June 2023. This product is detached motor court lots, with in a portion of Improvement Area No. 4 of the Dublin Crossing Specific Plan area. Special taxes are $5,099 per lot per year, permits and fees are reportedly $108,815/lot. This project has a typical lot of about 2,640 SF.

Lombard (84 Lots)

Land Sale Profile

Sale No. 9

Location & Property Identification

Property Name:	Melrose (75 Lots)
Sub-Property Type:	Residential, Single Family Development Land
Address:	Dublin Blvd.
City/State/Zip:	Dublin, CA 94568
County:	Alameda
Market Orientation:	Suburban
IRR Event ID:	3056328

Sale Information

Sale Price:	$39,818,126
Effective Sale Price:	$39,818,126
Sale Date:	03/01/2023
Sale Status:	Closed
$/Acre(Gross):	$5,664,029
$/Land SF(Gross):	$130.03
$/Acre(Usable):	$5,664,029
$/Land SF(Usable):	$130.03
$/Unit (Potential):	$530,908 /Approved Lot
Grantor/Seller:	Dublin Crossing, LLC
Grantee/Buyer:	Brookfield
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length

Sale Analysis

Expenditures After Purchase:	$194,340
Expenditures Description:	Site development & permits and fees
Other Adjustment:	$5,099
Adjustment Comments:	Avg. annual special tax

Improvement and Site Data

Acres(Usable/Gross):	7.03/7.03
Land-SF(Usable/Gross):	306,227/306,227
Usable/Gross Ratio:	1.00
No. of Units (Potential):	75
Zoning Desc.:	Single-family residential
Source of Land Info.:	Other

Comments

This property consists of 75partially improved lots (blue top), that transferred in three takedowns between July 2021 and March 2023. This product is detached 4-pack lots, with in a portion of Improvement Area No. 4 of the Dublin Crossing Specific Plan area. Special taxes are $5,099 per lot per year, permits and fees are reportedly $100,228/lot.

Melrose (75 Lots)

Land Sale Profile

Sale No. 10

Location & Property Identification

Property Name:	Five Canyons
Sub-Property Type:	Residential, Single Family Development Land
Address:	5499 Hilltop Rd.
City/State/Zip:	Castro Valley, CA 94546
County:	Alameda
Market Orientation:	Suburban
IRR Event ID:	2957147



Sale Information

Sale Price:	$11,225,000
Effective Sale Price:	$11,225,000
Sale Date:	05/11/2022
Contract Date:	10/22/2021
Sale Status:	Closed
$/SF GBA:	$11225000.00
$/SF NRA:	$11225000.00
$/Acre(Gross):	$199,944
$/Land SF(Gross):	$4.59
$/Acre(Usable):	$199,944
$/Land SF(Usable):	$4.59
$/Unit (Potential):	$449,000 /Unit
Grantor/Seller:	The Five Canyons, LLC
Grantee/Buyer:	Castro Valley 1 Inv, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller - buyer obtained financing

Sale Analysis

Expenditures After Purchase:	$485,633
Expenditures Description:	site development costs, permits & fees

Improvement and Site Data

MSA:	San Francisco-Oakland-Hayward, CA
Legal/Tax/Parcel ID:	85A-6000-3 thru 28
GBA-SF:	1
NRA-SF:	1
Acres(Usable/Gross):	56.14/56.14
Land-SF(Usable/Gross):	2,445,486/2,445,486
Usable/Gross Ratio:	1.00
No. of Units (Potential):	25
Property Class:	C
Topography:	Level
Frontage Desc.:	Hilltop Road
Land to Building Ratio:	2,445,486.00
Zoning Code:	PD-1923
Zoning Desc.:	Planned Development
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	06001C0292G
Date:	08/03/2009
Source of Land Info.:	Public Records

Comments

Land Sale Profile

Sale No. 10

Comments (Cont'd)

Sale of 56.14 acres with a final map in place for 25 lots. Contract date is October 2021. Lot sizes range from 1.0 to 3.69 acres in size. Site is sloped and located along a ridgetop, which impacts utility of the site. A new roadway will need to be constructed. Site development costs are estimated to be $434,819/lot and permits and fees at $50,814/lot

APPENDIX C

THE CITY OF DUBLIN AND ALAMEDA COUNTY

*The District is located in the City of Dublin (the "**City**"), which is located in Alameda County (the "**County**"), California (the "**State**"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.*

General

The City. The City is located in the East Bay region of the San Francisco Bay Area, within the Amador Valley portion of the Tri-Valley (comprising San Ramon Valley, Amador Valley and Livermore Valley) area of southern Alameda County. The City lies approximately 35 miles east of the City of San Francisco. Access to San Francisco is provided by the San Francisco Bay Bridge.

The County. The northern part of the County has direct access to San Francisco Bay and the City of San Francisco. It is highly diversified with residential areas, as well as traditional heavy industry, the University of California at Berkeley, the Port of Oakland, and sophisticated manufacturing, computer services and biotechnology firms. The middle of the County is also highly developed including older established residential and industrial areas. The southeastern corner of the County has seen strong growth in residential development and manufacturing. Many high-tech firms have moved from neighboring Silicon Valley in Santa Clara County to this area. The southwestern corner of the County has seen the most development in recent years due to land availability. Agriculture and the rural characteristics of this area are disappearing as the region maintains its position as the fastest growing residential, commercial and industrial part of the County.

Population

The following table lists population estimates for the City, the County and the State of California for the last five calendar years, as of January 1.

ALAMEDA COUNTY
Population Estimates
Calendar Years 2022 through 2026 as of January 1

	2022	2023	2024	2025	2026
Alameda	77,739	78,288	79,996	80,085	80,023
Albany	20,431	20,398	20,525	20,614	20,564
Berkeley	124,014	125,063	125,477	127,123	127,654
Dublin	**73,369**	**73,275**	**74,133**	**75,014**	**74,769**
Emeryville	12,572	12,808	13,564	13,555	13,612
Fremont	230,190	232,299	232,673	233,428	233,974
Hayward	160,686	161,561	161,796	162,383	161,557
Livermore	86,435	86,060	86,447	86,447	86,118
Newark	47,473	48,171	48,552	49,156	48,962
Oakland	424,670	426,752	427,141	429,732	429,591
Piedmont	10,949	10,899	10,866	10,841	10,802
Pleasanton	77,741	77,225	76,863	76,659	76,149
San Leandro	88,098	88,075	87,666	87,387	87,431
Union City	68,078	67,598	67,208	67,036	66,665
Unincorporated County	149,860	149,022	148,545	148,441	148,265
County Total	**1,652,305**	**1,657,494**	**1,661,452**	**1,667,901**	**1,666,136**
State Total	**39,159,480**	**39,167,274**	**39,446,835**	**39,646,907**	**39,592,978**

Source: State Department of Finance estimates.

Employment and Industry

The unemployment rate in the Oakland-Fremont-Berkeley MD was 4.7 percent in July 2026, up from a revised 4.5 percent in June 2026, and below the year-ago estimate of 5.1 percent. This compares with an unadjusted unemployment rate of 5.3 percent for California and 4.4 percent for the nation during the same period. The unemployment rate was 4.6 percent in Alameda County, and 4.8 percent in Contra Costa County.

The table below list employment by industry group for Alameda and Contra Costa Counties for the years 2021 to 2025.

OAKLAND- FREMONT- BERKELEY- MD
(Alameda and Contra Costa Counties)
Annual Averages Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2025 Benchmark)

I.

	2021	2022	2023	2024	2025
Civilian Labor Force [1][2]	1,417,100	1,434,900	1,451,300	1,455,300	1,459,600
Employment	1,332,800	1,387,700	1,395,500	1,390,400	1,391,000
Unemployment	84,300	47,100	55,700	64,800	68,600
Unemployment Rate	5.9%	3.3%	3.8%	4.5%	4.7%
Wage and Salary Employment: [3]					
Agriculture	1,700	1,900	1,800	1,500	1,300
Mining and Logging	200	300	300	300	300
Construction	74,300	75,600	75,700	74,100	71,000
Manufacturing	106,000	112,300	111,200	104,100	98,400
Wholesale Trade	41,100	41,500	41,200	40,400	40,100
Retail Trade	105,300	106,200	105,300	103,200	101,900
Transportation, Warehousing, Utilities	47,100	51,700	52,200	52,000	50,900
Information	24,700	25,000	25,100	24,800	24,500
Finance and Insurance	34,800	33,600	31,100	28,800	27,300
Real Estate and Rental and Leasing	17,200	18,400	18,500	18,100	17,600
Professional and Business Services	190,900	194,800	188,300	186,400	183,300
Educational and Health Services	198,500	205,800	216,800	229,700	241,000
Leisure and Hospitality	92,500	108,300	111,700	111,000	110,500
Other Services	35,600	39,200	41,500	43,000	43,800
Federal Government	13,400	13,100	13,200	13,300	12,700
State Government	35,900	33,100	34,500	36,600	36,300
Local Government	111,800	115,200	118,000	123,100	126,100
Total all Industries	1,130,900	1,176,000	1,186,300	1,190,200	1,187,000

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Annual Comprehensive Financial Report for the fiscal year ending June 30, 2025.

CITY OF DUBLIN
Principal Employers
As of June 30, 2025

Employer	Number of Employees	Rank
U.S. Government & Federal Correction Institute	4,052	1
County of Alameda	1,364	2
Dublin Unified School District	1,301	3
Ross Stores Headquarters	1,140	4
Zeiss Meditec	672	5
Kaiser Permanente	662	6
Patelco Credit Union	474	7
Snowflakes, Inc.	375	8
Target Stores	331	9
City of Dublin	321	10

Source: City of Dublin, California. Annual Comprehensive Financial Report for fiscal year ended June 30, 2025.

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Major Employers

The following tables list the largest manufacturing and non-manufacturing employers within the County as of June 2026, in alphabetical order.

COUNTY OF ALAMEDA
Largest Employers
June 2026

Employer Name	Location	Industry
Alameda County Law Enforcement	Oakland	Government Offices-County
Alameda County Sheriff's Ofc	Oakland	Government Offices-County
Alta Bates Summit Med Ctr Alta	Berkeley	Hospitals
BART PD	Oakland	Transit Lines
BELFOR Property Restoration	Hayward	Building Preservation
California State Univ East Bay	Hayward	Schools-Universities & Colleges Academic
Cooper Vision Inc	Pleasanton	Optical Goods-Wholesale
Dell EMC	Pleasanton	Computer Storage Devices (mfrs)
East Bay Muni Utility Dist	Oakland	Water & Sewage Companies-Utility
Kaiser Permanente Oakland Med	Oakland	Hospitals
Lawrence Berkeley Lab	Berkeley	Laboratories-Research & Development
Lawrence Livermore NTNL Lab	Livermore	Laboratories
Linl St & T Staff	Livermore	Research Service
Logitech	Newark	Computer Peripherals (mfrs)
Oracle	Pleasanton	Software/Application/Platform Publishing
Ross Stores Inc	Dublin	Department Stores
San francisco Bay area Rapid	Oakland	Transit Lines
Tekion Corp	Pleasanton	Software/Application/Platform Publishing
Tesla Fremont Factory	Fremont	Automobile-Manufacturers
Transportation Dept-California	Oakland	Government Offices-State
UCSF Benioff Children's Hosp	Oakland	Hospitals
University of Ca-Berkeley	Berkeley	University-College Dept/Facility/Office
University-Ca-Berkeley Dept	Berkeley	University-College Dept/Facility/Office
Valley Care Health System	Livermore	Health Services
Western Digital Corp	Fremont	Computer Storage Devices (mfrs)

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2026 1st Edition.

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Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the estimated total effective buying income and estimated median household effective buying income for the City, the County, the State, and the United States for the years 2022 through 2026.

CITY OF DUBLIN AND ALAMEDA COUNTY
Total Effective Buying Income
Estimated Effective Buying Income
Calendar Years 2022 through 2026

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2022	City of Dublin	$4,059,625	$139,121
	Alameda County	85,225,529	99,940
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Dublin	$4,368,839	$135,205
	Alameda County	80,766,211	98,721
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Dublin	$4,761,846	$148,584
	Alameda County	84,213,255	101,689
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Dublin	$5,004,758	$157,896
	Alameda County	88,476,678	106,127
	California	1,557,429,767	82,725
	United States	12,525,577,707	69,687
2026	City of Dublin	$5,337,048	$169,220
	Alameda County	93,282,704	110,609
	California	1,730,654,738	90,403
	United States	13,932,177,817	75,433

Source: Claritas, LLC.

Taxable Transactions

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables.

Total taxable sales during calendar year 2025 in the City were reported to be $2,254,816,898, a 2.48% decrease from the total taxable sales of $2,312,100,087 reported during calendar year 2024.

CITY OF DUBLIN
Taxable Transactions
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2021	824	$1,457,921	1,407	$2,060,608
2022	847	1,495,036	1,436	2,234,322
2023	856	1,559,327	1,446	2,463,183
2024	876	1,617,664	1,481	2,312,100
2025	936	1,824,538	1,556	2,254,817

Source: State Department of Tax and Fee Administration.

Total taxable sales during calendar year 2025 in the County were reported to be $39,928,871,720, a 0.92% increase over the total taxable sales of $39,565,009,542 reported during calendar year 2024.

ALAMEDA COUNTY
Taxable Transactions
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2021	26,964	$22,602,772	47,565	$37,935,594
2022	27,010	23,910,667	48,059	44,323,669
2023	26,192	23,070,366	46,749	41,390,500
2024	26,239	22,841,009	47,167	39,565,010
2025	26,271	23,442,423	47,780	39,928,872

Source: State Department of Tax and Fee Administration.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Dublin
100 Civic Plaza
Dublin, California 94568

OPINION: $_____ City of Dublin Community Facilities
District No. 2023-1 (East Ranch) Special Tax Bonds, Series 2026

Members of the City Council:

We have acted as bond counsel to the City of Dublin (the "City") in connection with the issuance by the City of the above-referenced bonds (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of October 1, 2026 (the "Fiscal Agent Agreement"), by and between the City, on behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch), and U.S. Bank Trust Company, National Association, as fiscal agent. We have examined the law and such certified proceedings, opinions, and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Interest on the Bonds may be subject to the corporate alternative minimum tax. We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE
(City)

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") dated as of October ___, 2026, is executed and delivered by the CITY OF DUBLIN (the "City") in connection with the execution and delivery of its City of Dublin Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds, Series 2026 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of October 1, 2026 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the date that is nine months after the end of the City's fiscal year (currently April 1 based on the City's fiscal year end of June 30).

"Dissemination Agent" means Goodwin Consulting Group, Inc., or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2027, with the report for the 2025-26 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice to that effect.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in the improvement fund.

(iii) Balance in Reserve Fund, and statement of the Reserve Requirement for the Bonds; and statement of projected draws on the Reserve Fund, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(vi) The Special Tax levy, collections, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent Fiscal Years.

(vii) The identity of each delinquent taxpayer responsible for 5% or more of total special tax/assessment levied, and for each such taxpayer, the applicable assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, a summary of results of foreclosure sales or transfers shall be provided.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax (in total, not by individual APNs).

(ix) Value-to-lien ratios of top taxpayers (substantially in the form of Table 4 to the Official Statement, but excluding any appraised values, overlapping debt information and special tax-related projections).

(x) To the extent not already provided pursuant to (ix) above, list of landowners subject to 5% or more of the Special Tax levy, including the following information: development status to the extent shown in City records, land use classification, and assessed value. The reporting of development status shall coincide with cut-off dates applicable to the latest special tax levy.

(xi) Building permits issued the District during the reporting period.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of “financial obligation,” see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

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

CITY OF DUBLIN, for and on behalf of City of Dublin Community Facilities District No. 2023-1 (East Ranch)

By: _____
Name:
Title:

GOODWIN CONSULTING GROUP, INC.,
as Dissemination Agent

By: _____
Name:
Title:

FORM OF CONTINUING DISCLOSURE CERTIFICATE
(Developer)

THIS CONTINUING DISCLOSURE AGREEMENT (Developer) (the "**Disclosure Certificate**") dated as of October ___, 2026, is executed by TH East Ranch Dublin LLC, a California limited liability company (the "**Developer**") in connection with the execution and delivery by the City of Dublin of its City of Dublin Community Facilities District No. 2023-1 (East Ranch) Special Tax Bonds, Series 2026 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of October 1, 2026 (the "**Fiscal Agent Agreement**"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth herein and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Affiliate**" means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Developer, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the Property or to the Developer's ability to pay the Special Taxes levied on the Property prior to delinquency). The Land Bank is not an Affiliate of the Developer.

"**Assumption Agreement**" means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to property owned by such Major Owner in the District), whereby such Major Owner agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the Property in the District owned by such Major Owner and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof. In addition, the conveyance of property from the Land Bank to the Developer under the Option Agreement is subject to this Disclosure Certificate and shall not require the Developer to enter into an Assumption Agreement.

"**Dissemination Agent**" means, the Developer, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

"**District**" means the City of Dublin Community Facilities District No. 2023-1 (East Ranch).

"**Land Bank**" means Arroyo Cap IV 3, LLC;, serving as the land bank for the Developer pursuant to the Option Agreement.

"**Listed Events**" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Major Owner**" means, as of the date of determination for a Periodic Report, a Person that, together with the Person's Affiliates, owns or is under option to acquire from the Land Bank, 76 or more taxable parcels of land in the District. A foreclosing creditor or bank shall not be considered a Major Owner.

"**MSRB**" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such in the future.

"**Official Statement**" means the final Official Statement executed by the City in connection with the issuance of the Bonds.

"**Option Agreement**" means the Option Agreement, dated September 28, 2023,] between the Developer and the Land Bank, as amended and as it may be amended and assigned from time to time.

"**Participating Underwriter**" means Piper Sandler & Co., the original underwriter of the Bonds.

"**Periodic Report**" means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"**Property**" means, as of the date of determination, the real property within the boundaries of the District that is owned by (i) the Developer, (ii) any Affiliate of the Developer, (iii) the Land Bank (during the term of the Option Agreement), and (iv) the property in the District that the Developer sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 6(b) that is owned by such Major Owner. For avoidance of doubt, any parcel that is exempt from the Special Taxes shall not be considered Property for purposes of this Disclosure Certificate.

"**Report Date**" means April 1 and October 1 of any fiscal year.

"**Special Taxes**" means the special taxes of the District levied on the Property within the District.

Section 3. Provision of Periodic Reports.

(a) So long as Developer's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing April 1, 2027, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if

different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent (if different than the Developer) may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different than the Developer) does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB to such effect, in substantially the form prescribed by the MSRB.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Developer (if the Dissemination Agent is other than the Developer) certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. Each Periodic Report shall contain or incorporate by reference the information set forth in Exhibit A relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit A, each Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as Developer's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes on its Property prior to delinquency or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured upon discovery thereof;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which if successful, could have a material and adverse impact on the Developer's ability to pay Special Taxes on its Property prior to delinquency or to sell or develop the Property;

(iv) termination of the Option Agreement prior to the takedown of all Property subject to the Option Agreement, unless the Property owned by the Land Bank will be subject to a new option agreement with the Developer or an Affiliate;

(v) material damage to or destruction of any of the improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as the Developer and its Affiliates, in the aggregate are responsible for less than 20% of the annual Special Tax levy, or

(iii) the date that the Developer is no longer a Major Owner, or

(iv) the date on which all of the Special Taxes attributable to the Property are prepaid in full.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5. The obligation ends upon the earlier of (1) Trumark is responsible for less than 20% of the special tax obligation and (2) Trumark owns less than 76 lots/homes.

(b) The Developer's obligations hereunder shall terminate with respect to any portion of the Property on the date such portion of the Property is sold to a Person that is not a Major Owner. If a portion of the Property is conveyed to a person or entity that, upon such conveyance, will be a Major Owner, or if the Option Agreement is terminated and the Land Bank would be a

Major Owner, the Property Owner shall remain obligated hereunder with respect to such Property unless the obligations have been assumed by the Major Owner or the Land Bank (if the Land Bank is then a Major Owner), as applicable, pursuant to an Assumption Agreement. If the obligations of the Developer hereunder with respect to the property conveyed to a Major Owner are assumed by such Major Owner pursuant to an Assumption Agreement, then the Developer's obligations hereunder with respect to the property conveyed to such Major Owner will be terminated. In order to effect such assumption, such Major Owner shall enter into an Assumption Agreement in form and substance equivalent to this Disclosure Certificate or as otherwise satisfactory to the City and the Participating Underwriter. The Developer's obligations under this Disclosure Certificate with respect to a Major Owner or the Land Bank (in the event the Option Agreement is terminated and the Land Bank is then a Major Owner) that has not executed an Assumption Agreement shall terminate upon the earlier to occur of (i) the date on which the Developer's obligations with respect to such Major Owner or Land Bank are assumed under an Assumption Agreement entered into pursuant to this Section 6(b), or (ii) the date on which the Major Owner or Land Bank is no longer considered a Major Owner. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the property conveyed to such Major Owner will become subject to future Periodic Reports.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Developer with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no

obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the City, the Participating Underwriter, and any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. ***The following section only applies if the Dissemination Agent is someone other than the Developer.*** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "**Indemnified Party**"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding (i) losses, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder and (ii) losses, expenses, and liabilities due to the failure of the City to pay the fees and expenses of the Dissemination Agent. The Dissemination Agent shall be paid compensation for its services provided hereunder from Special Taxes levied for administration of the District in accordance with the Dissemination Agent's schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds, but shall be assumed by a Major Owner from and after the date of such assumption when property is sold to a Major Owner and such Major Owner enters into an Assumption Agreement.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic, regular, or overnight mail as follows:

To the Developer

TH East Ranch Dublin LLC
c/o Trumark Homes
3001 Bishop Dr., Suite 100
San Ramon, CA 94583
Attn: Anna Sipes, Senior Project Manager
Tim Salud, Division Controller – Northern California
Email: asipes@trumarkco.com
tsalud@trumarkco.com

With a copy to:	O'Neil LLP 19800 MacArthur Blvd., Suite 650 Irvine, CA 92612 Attn: Sandra A. Galle Email: sgalle@oneil-llp.com
To the Issuer/City:	City of Dublin 100 Civic Plaza Dublin, CA 94568 Attn: Finance Director Email: jay.baksa@dublin.ca.gov
To the Participating Underwriter:	Piper Sandler & Co. 3626 Fair Oaks Blvd, Suite 100 Sacramento, CA 95864 Attn: Dennis McGuire, Managing Director Email: dennis.mcguire@psc.com

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

TH East Ranch Dublin LLC,
a California limited liability company

By:_____

_____,
Authorized Agent

EXHIBIT A

PERIODIC REPORT

$_____
CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)
SPECIAL TAX BONDS SERIES 2026

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "**Disclosure Certificate**") dated October ___, 2026, executed by the undersigned (the "**Developer**") in connection with the issuance of the above-captioned bonds by the City of Dublin (the "**City**") with respect to its City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the "**District**").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date of this Periodic Report).

A. Description of the Property in the District currently owned by the Developer in the District (the "**Property**"), in substance and form similar to such information in the Official Statement for the Bonds under the caption "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Trumark" or in the Semi-Annual Report last filed in accordance with the Disclosure Certificate:

_____

_____

B. Updated information regarding land development and home construction activities with respect to the Property described in the Official Statement for the Bonds under the caption "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Trumark" or the Periodic Report last filed in accordance with the Disclosure Certificate:

_____

_____

C. Status of building permits and any material changes to the description of land use or development entitlements for the Property described in the Official Statement for the Bonds under the caption "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Trumark" or the Periodic Report last filed in accordance with the Disclosure Certificate:

_____

_____

D. Status of any land purchase contracts with regard to the Property, including sales of land in the District to other property owners (other than individual homeowners).

_____

_____

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Developer has changed, describe all material terms of the new ownership structure.

_____

_____

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement or in a previous Periodic Report.

_____

_____

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Trumark” and “—Trumark’s Land Bank Agreement” that would materially and adversely interfere with the Developer’s ability to develop and sell the Property as described in the Official Statement.

_____

_____

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property and the Developer as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

_____

Certification

On behalf of the Developer, the undersigned officer or authorized representative, based on actual knowledge after reasonable inquiry of employees of Developer and its affiliates hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated:_____

TH East Ranch Dublin LLC,,
a California limited liability company

[DO NOT SIGN – FORM]
By:_____
Name:_____
Title:_____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

The following contains a brief summary of certain provisions of the Fiscal Agent Agreement not found in the main body of the Official Statement. Investors are hereby directed to obtain a complete copy of the Fiscal Agent Agreement, which is available from the City or the Fiscal Agent upon request.

Certain Definitions

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including, but not limited to, any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to the Agreement, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under the Agreement.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each series of Outstanding Bonds, the sum of (i) the interest due on the respective series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"Authorized Officer" means the City Manager, Assistant City Manager, Finance Director of the City, or any other Person authorized by the City to perform an act or sign a document on behalf of the City for purposes of this Agreement.

"Bond Counsel" means (i) Jones Hall LLP or (ii) any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the California State Treasurer or any successor agency or bureau thereto.

"City" means the City of Dublin, California, and any successor thereto.

"Closing Date" the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated as of the Closing Date, executed by the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Cost of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"DTC" means the Depository Trust Company, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (i) initially, DTC, and (ii) any other Securities Depository acting as Depository pursuant to the Agreement.

"District" the City of Dublin Community Facilities District No. 2023-1 (East Ranch) formed pursuant to the Resolution of Formation.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is

acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in the Agreement.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Maximum Annual Debt Service" means, for each series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective series of Outstanding Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means, with respect to each series of Bonds, the first purchaser of such Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of the Agreement) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of the Agreement; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or *"Bondowner"* means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of the following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations

are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus an undivided profits of such bank shall be not less than $100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five

hundred million dollars ($500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the Special Tax Formula.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in the Agreement, or such other or additional offices as may be designated by the Fiscal Agent.

"Project" means the acquisition and/or construction of the authorized facilities for the District described in the Resolution of Formation, including Administrative Expenses related thereto.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (ii) such letter of credit or surety bond has a term of at least 12 months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Resolution of Formation" means Resolution No. 121-23, adopted by the City Council of the City on December 5, 2023, establishing the District.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"*Special Tax Formula*" means the "Rate, Method of Apportionment, and Manner of Collection of Special Tax for City of Dublin Community Facilities District No. 2023-1 (East Ranch)," approved by the qualified electors in the District on December 5, 2023, and as it may be amended in the future.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

Bond Fund

Establishment. There is established as a separate fund to be held by the Fiscal Agent the Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Bond Fund, to the credit of which deposits shall be made as required by the Agreement, or the Act. Within the Bond Fund, the Fiscal Agent shall establish and maintain a Capitalized Interest Account, to the credit of which deposit shall be made as required by the Agreement. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to the Agreement. In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in the Agreement, provided however, that so long as monies remain in the Capitalized Interest Account of the Bond Fund, the Fiscal Agent shall first withdraw from such Capitalized Interest Account for payment to the Owners of the respective Bonds the interest then due and payable on such Bonds.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any Series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such Series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Finance Director of the amounts so withdrawn from the

Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with the Agreement. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Finance Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Finance Director in writing of such fact, and the Treasurer or Finance Director shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under the Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Certain Covenants

Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of the Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of the Agreement and all Supplemental Agreements and of the Bonds.

Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default under the Agreement, to the benefits of the Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on

a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by the Agreement.

Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes. On or within 5 Business Days of each June 1, the Fiscal Agent shall provide the Finance Director with a notice stating the amount then on deposit in the Bond Fund and the reserve accounts of the Reserve Fund. The receipt of such notice by the Finance Director shall in no way affect the obligations of the Finance Director under the following two paragraphs. Upon receipt of such notice, the Finance Director shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Finance Director, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of amounts in the Reserve Fund and an amount estimated to be sufficient to pay the Administrative

Expenses during such year, all in accordance with the Special Tax Formula and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Yield of the Bonds. In determining the yield of the Bonds to comply with the Agreement, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing, without regard to whether or not redemption moneys are received or Bonds are redeemed.

Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in the Agreement.

Investment of Funds

Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of the Agreement, moneys in any fund or account created or established by the Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least 2 Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out under the Agreement provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal

Agent shall have received an Officer's Certificate specifying a specific money market fund and, if no such an Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested and notify the Treasurer or Finance Director that it is doing so until further direction is received from the Treasurer or Finance Director. Subject in all respects to the provisions of the Agreement, moneys in any fund or account created or established by the Agreement and held by the Treasurer or Finance Director shall be invested by the Treasurer or Finance Director in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out under the Agreement. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of the Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent, Treasurer or Finance Director may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent, the Treasurer or the Finance Director shall incur any liability for losses arising from any investments made pursuant to the Agreement. Any losses arising from any investments made pursuant to the Agreement shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to the Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by the Agreement or the Code) at Fair Market Value. For purposes of any Fair Market Value determination under the Agreement, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code).

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions in the Agreement for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Treasurer under the Agreement, provided that the Fiscal Agent or the Treasurer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in the Agreement.

The Fiscal Agent or the Treasurer, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Treasurer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent under the Agreement.

The Fiscal Agent

Limited Liability of Fiscal Agent. The recitals of facts, covenants and agreements in the Agreement and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of the Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations in the Agreement or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties under the Agreement, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of the Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of the Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of the Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of the Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of the Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Agreement, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by the Agreement at the request or direction of any of the Owners pursuant to the Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations under the Agreement or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a

government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent. The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions of the Agreement. The permissive right of the Fiscal Agent to do things enumerated in the Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements of the Agreement. The Fiscal Agent may execute any of the powers under the Agreement or perform any duties either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the Agreement.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i)

to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under the Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under the Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under the Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties under the Agreement which are not due to its negligence or willful misconduct. This obligation of the City shall survive resignation or removal of the Fiscal Agent under the Agreement and payment of the Bonds and discharge of the Agreement.

Amendments

Amendments Permitted. The Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in the Agreement. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or the Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

The Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in the Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power in the Agreement reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect, including to effectuate the issuance of Additional Bonds in accordance with the Agreement;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Agreement, or in regard to questions arising under the Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of the Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by the Agreement, to take effect when and as provided. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under the Agreement, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in the Agreement provided.

If consent of the Owners is required, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in the Agreement) and a notice shall have been mailed as hereinafter provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by the Agreement. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the

proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise above specifically provided) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in the Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in the Agreement. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to the Agreement.

Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to the Agreement, the Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under the Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced under the Agreement subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of the Agreement for any and all purposes.

Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in the Agreement shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Defeasance and Discharge

If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in certain funds and accounts provided for in the Agreement, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an

independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in certain fund and accounts provided for in the Agreement, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in the Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under the Maintenance of Tax-Exemption provisions of the Agreement and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to the Agreement; and thereafter Special Taxes shall not be payable to the Fiscal Agent.

APPENDIX G

PRICE POINT STUDY

RCLCO
REAL ESTATE CONSULTING

Updated Price Point Study

Francis Ranch

Dublin, California

Prepared for City of Dublin

Initial Report: October 2023
This Update: September 2026

RCLCO
REAL ESTATE CONSULTING

~60
Years in Business

400+
Engagements Annually

>100
Employees Globally

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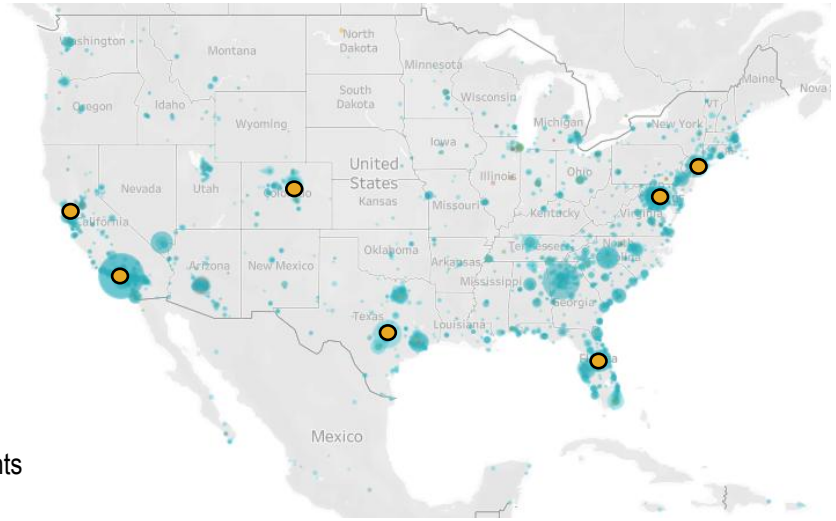
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We Partner with Clients to Look Around the Corner

Since 1967, RCLCO has been the "first call" for real estate developers, investors, the public sector, and non-real estate companies and organizations seeking strategic and tactical advice regarding property investment, planning, and development.

RCLCO leverages quantitative analytics and a strategic planning framework to provide end-to-end business planning and implementation solutions at an entity, portfolio, or project level. With the insights and experience gained over 55 years and thousands of projects – RCLCO brings success to all product types across the United States and around the world. RCLCO is organized into three service areas: real estate economics, management consulting, and advisory services for institutional investors through RCLCO Fund Advisors.

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KEY
- RCLCO Office Location

Larger dot = more engagements

Learn more about RCLCO at RCLCO.com

Project Director

- Derek Wyatt, Managing Director
  - P: (310) 203 3035 | E: DWYATT@RCLCO.COM

Additional Authors

- Sarah Scandalios, Associate

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Objectives & Key Findings

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TABLE OF CONTENTS AND OBJECTIVES

Objectives and Key Findings 4

Supporting Exhibits 8

Disclaimers 14

The Francis Ranch (formerly East Ranch) master-planned community is located within the City of Dublin within the Eastern Dublin Specific Plan. Francis Ranch is a 165.5-acre site with a 573-unit residential project consisting of six neighborhoods, two neighborhood parks totaling 11.5 acres, and a two-acre Public/Semi-Public site reserved for affordable housing located on Croak Road east of Fallon Road. The project site straddles existing Croak Road with Jordan Ranch to the west, Positano to the north, and undeveloped land to the east and south with the Interstate 580 beyond. The developer is pursuing a series of CFD bonds for this development, with a total tax rate that would be capped at 1.58%. The homes are being built by Tru-Mark (385 Units) and Taylor Morrison (170 Units), with an additional 18 affordable units not subject to the special taxes.

RCLCO previously completed a Market Pricing and Absorption Analysis for the project in October 2023. The City of Dublin engaged RCLCO to complete an updated Price Point study to confirm that the total tax burden for residential units in the tax zones will not exceed 1.58% of the average sales price.

BACKGROUND

Francis Ranch includes six distinct neighborhoods, with four developed by TruMark and two by Taylor Morrison

Map of Planned Neighborhoods
Francis Ranch; July 2026

Azure
(NH2)
Developer: TruMark Homes
Total Homes: 96
Avg. Size: 3,775 SF
Avg. Price: $2.59M

Primrose
(NH4)
Developer: Taylor Morrison
Total Homes: 85
Avg. Size: 2,760 SF
Avg. Price: $2.16M

Jasmine
(NH6)
Developer: TruMark Homes
Total Homes: 96
Avg. Size: 1,969 SF
Avg. Price: $1.27M



Orchid
(NH1)
Developer: TruMark Homes
Total Homes: 99
Avg. Size: 4,643 SF
Avg. Price: $2.91M

Larkspur
(NH3)
Developer: Taylor Morrison
Total Homes: 85
Avg. Size: 3,556 SF
Avg. Price: $2.40M

Marigold
(NH5)
Developer: TruMark Homes
Total Homes: 94
Avg. Size: 2,587 SF
Avg. Price: $1.81M

Note: Average prices data reflects current base prices from builders

Source: Builder Websites; RCLCO

KEY FINDINGS

Current price positioning at Francis Ranch yields a total tax burden of 1.48% accounting for homes sold to date and remaining inventory

RCLCO assessed base prices and average sales prices (including options, upgrades, and premiums) using past sales data from TruMark and Taylor Morrison. Future pricing was derived from builder list prices and adjusted to reflect the same premiums observed in recent sales. Based on the price positioning of both past and future sales at Francis Ranch, RCLCO calculated the special CFD tax using the weighted average sales price for each neighborhood. After accounting for both the CFD tax burden and the base ad valorem tax rate of 1.2374%, RCLCO identified the total tax burden for each neighborhood. Overall, the combined special CFD tax and base tax yield a total tax burden ranging between 1.47% and 1.49% for each Tax Zone at Francis Ranch, with an overall average of 1.48%, which falls below the City of Dublin's 1.58% cap and therefore confirms Francis Ranch's eligibility for CFD bonds.

Tax Burden by Neighborhood Summary
Francis Ranch; July 2026

TOTAL TAX BURDEN										
TAX ZONE	BUILDER	MARKET-RATE UNITS	AVERAGE BASE SALES PRICE	AVERAGE SALES PRICE	FACILITIES TAX	SERVICES	OTHER CHARGES	TOTAL SPECIAL TAX AND OTHER CHARGES	SPECIAL TAX AND OTHER CHARGES TAX BURDEN	TOTAL TAX BURDEN
NH1	TruMark	99	$2,892,479	$3,192,965	$6,208	$427	$1,378	$8,014	0.25%	1.49%
NH2	TruMark	96	$2,538,824	$2,729,125	$4,882	$427	$1,167	$6,476	0.24%	1.47%
NH3	Taylor Morrison	85	$2,394,079	$2,621,785	$4,669	$427	$1,110	$6,206	0.24%	1.47%
NH4	Taylor Morrison	85	$2,115,650	$2,330,370	$3,980	$427	$915	$5,322	0.23%	1.47%
NH5	TruMark	94	$1,793,946	$1,861,467	$3,502	$427	$862	$4,792	0.26%	1.49%
NH6	TruMark	96	$1,266,494	$1,306,415	$2,122	$427	$717	$3,266	0.25%	1.49%
Total/Average		**555**	**$2,168,691**	**$2,341,309**	**$4,237**	**$427**	**$1,028**	**$5,692**	**0.24%**	**1.48%**

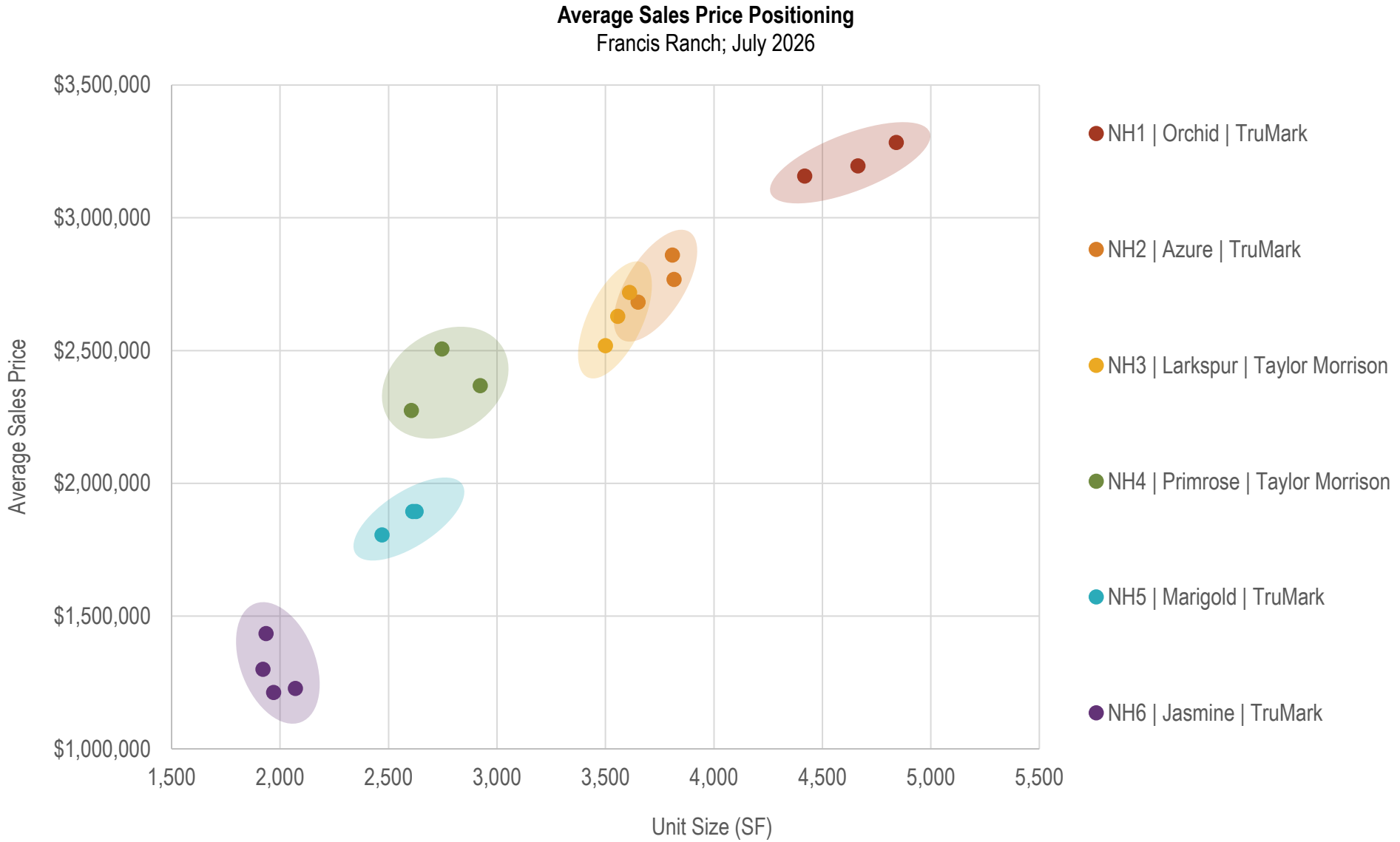
Note Total Tax Burden calculation does not include the potential impact of the Homeowner's Exemption
Source: Builder Websites; Builders; DPFG; Fieldman; Goodwin Consulting Group; RCLCO

Supporting Exhibits

RCLCO
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FRANCIS RANCH POSITIONING

The Francis Ranch program yields strong pricing segmentation across the six neighborhoods with average pricing that ranges from approximately $1.2M to $3.3M



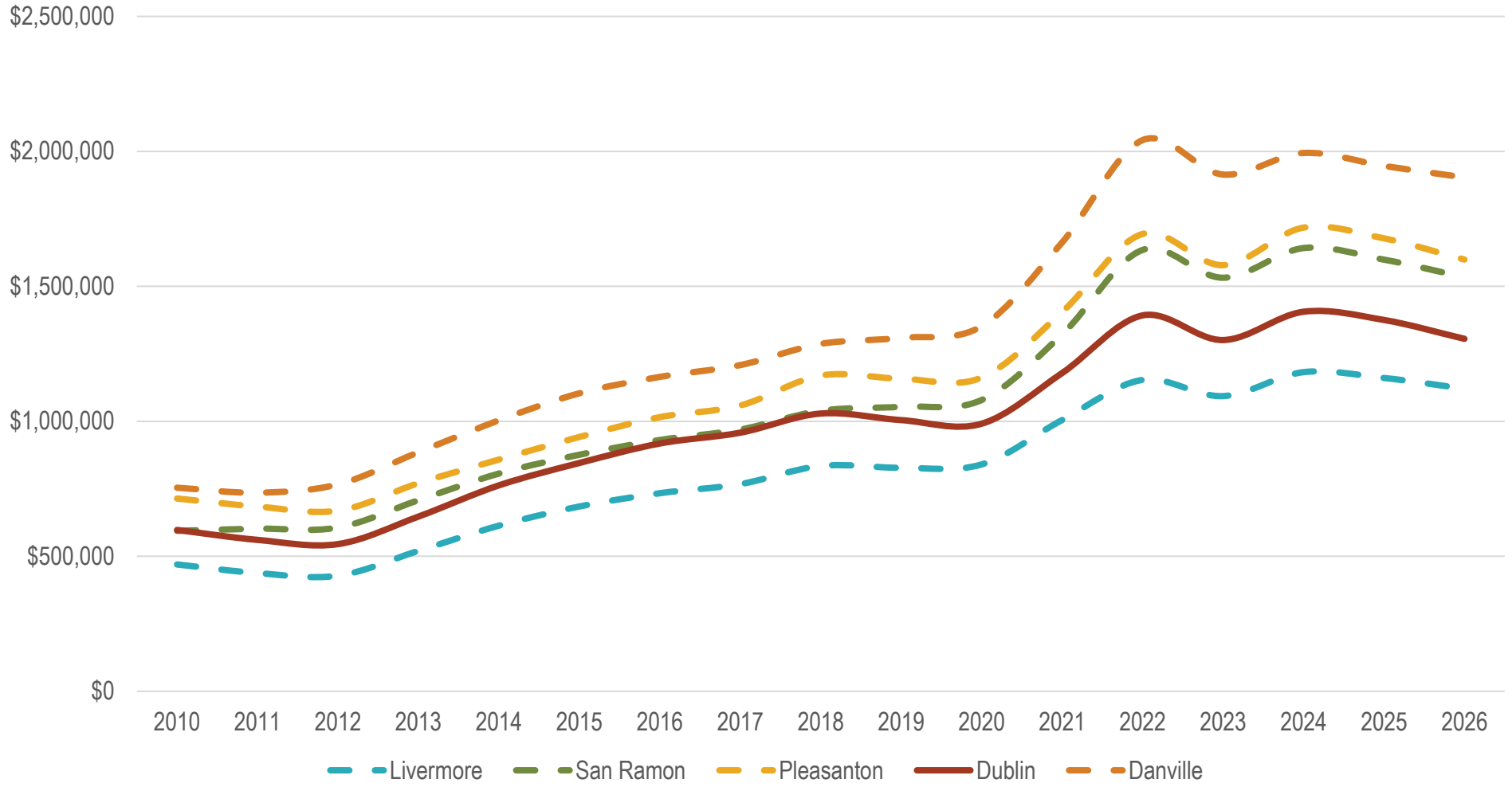
Source: Trumark; Taylor Morrison; Client; RCLCO

HOME VALUES

The relationship of home values in Tri-Valley cities has remained consistent, with Dublin continuing to appreciate at a pace similar to that of its peer markets and maintaining a position above pricing in Livermore but below pricing in Danville, Pleasanton, and San Ramon

Home Values Over Time in Tri-Valley Cities

Cities of Dublin, Livermore, San Ramon, Pleasanton, and Danville; 2010 – 2026 YTD



Note: 2026 YTD Data through May 2026

Source: Zillow; RCLCO

LOCAL SALES FIGURES

Recent sales and active listings in Dublin average nearly $1.7M with 10% of product priced above $2.5M while the Tri-Valley commands higher prices at an average of $2M and 22% of product priced above $2.5M

	Dublin July 2025 - July 2026					Tri-Valley Cities July 2025 - July 2026				
	SALES		AVERAGE			SALES		AVERAGE		
	TOTAL	DIST.	SIZE	PRICE	$/SF	TOTAL	DIST.	SIZE	PRICE	$/SF
BY SIZE										
1,500 - 2,500 SF	75	52.1%	2,131	$1,303,256	$612	196	46.7%	2,116	$1,369,989	$647
2,500 - 3,000 SF	34	23.6%	2,737	$1,783,884	$652	88	21.0%	2,765	$1,860,713	$673
3,000 - 4,000 SF	28	19.4%	3,422	$2,341,925	$684	74	17.6%	3,448	$2,438,363	$707
4,000 - 5,000 SF	7	4.9%	4,326	$2,824,807	$653	47	11.2%	4,433	$3,346,706	$755
Over 5,000 SF	0	0.0%	0	$0	$0	15	3.6%	6,423	$5,569,009	$867
TOTAL	**144**	**100.0%**	**2,632**	**$1,692,665**	**$643**	**420**	**100.0%**	**2,900**	**$2,032,214**	**$701**
BY TYPE										
2BR	0	0.0%	0	$0	$0	2	0.5%	2,372	$1,890,750	$797
3BR	22	15.3%	1,978	$1,225,083	$620	57	13.6%	1,946	$1,249,018	$642
4BR	80	55.6%	2,477	$1,593,737	$643	255	60.7%	2,665	$1,839,594	$690
5BR+	42	29.2%	3,268	$2,126,025	$650	106	25.2%	3,988	$2,919,412	$732
TOTAL	**144**	**100.0%**	**2,632**	**$1,692,665**	**$643**	**420**	**100.0%**	**2,900**	**$2,032,214**	**$701**
BY PRICE										
$1.0M - $1.5M	66	45.8%	2,149	$1,227,375	$571	147	35.0%	2,094	$1,229,790	$587
$1.5M - $2.0M	39	27.1%	2,591	$1,724,843	$666	116	27.6%	2,535	$1,733,799	$684
$2.0M - $2.5M	24	16.7%	3,251	$2,295,397	$706	66	15.7%	3,155	$2,271,684	$720
$2.5M+	15	10.4%	3,868	$2,691,910	$696	91	21.7%	4,481	$3,535,151	$789
TOTAL	**144**	**100.0%**	**2,632**	**$1,692,665**	**$643**	**420**	**100.0%**	**2,900**	**$2,032,214**	**$701**
BY PRODUCT										
Single-Family Detached	104	72.2%	2,827	$1,898,067	$671	346	82.4%	3,069	$2,218,474	$723
Townhome	40	27.8%	2,123	$1,158,622	$546	74	17.6%	2,111	$1,161,318	$550
TOTAL	**144**	**100.0%**	**2,632**	**$1,692,665**	**$643**	**420**	**100.0%**	**2,900**	**$2,032,214**	**$701**

Note: Tri-Valley Cities includes Dublin, Livermore, Pleasanton, Danville, and San Ramon;
Data includes sales from the past year and active listings for houses and townhomes built since 2010, sized over 1,500 SF, and priced over $1,000,000

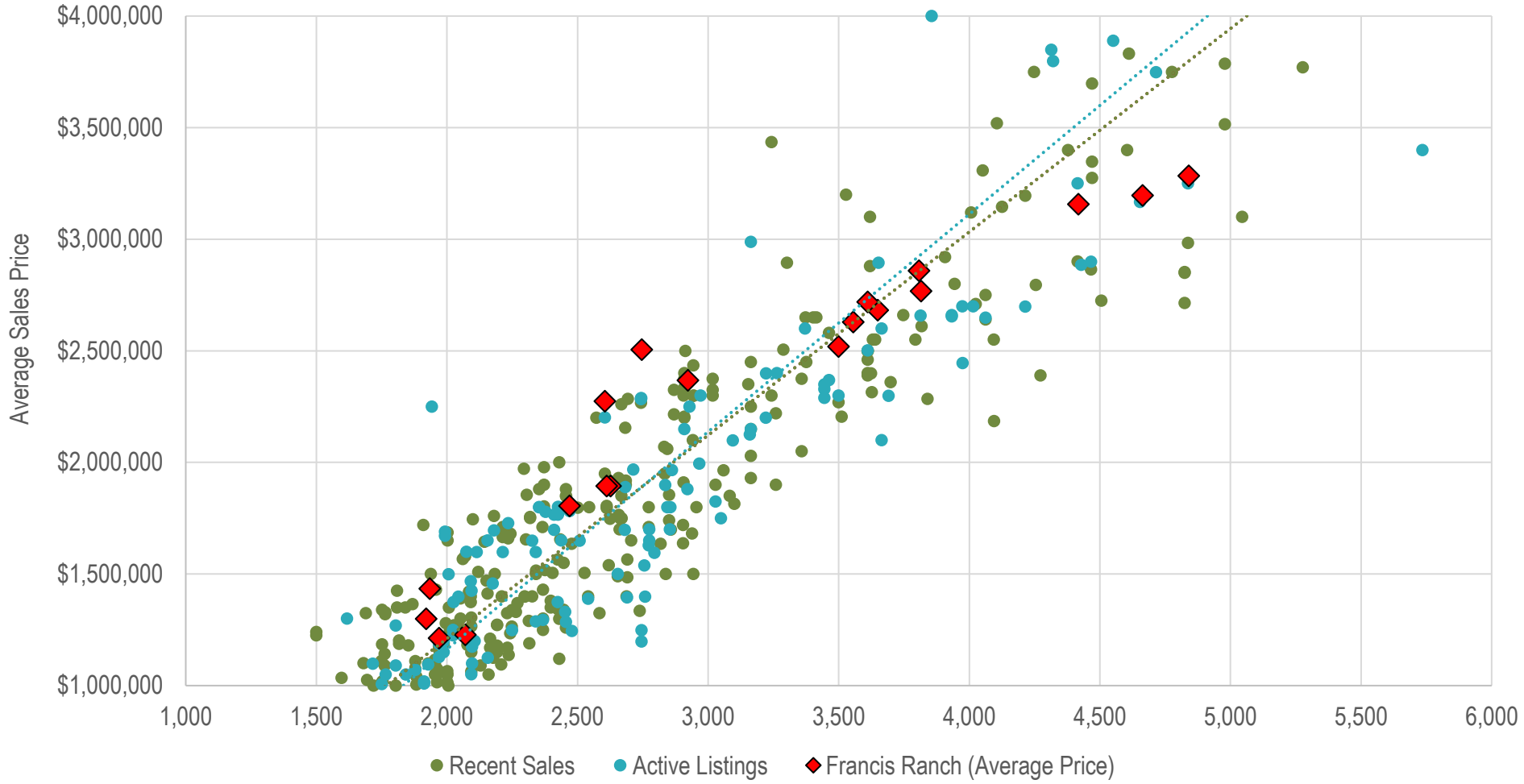
Source: Redfin; RCLCO

NEW LOCAL PRODUCT POSITIONING

Achieved and projected prices for Francis Ranch are consistent with established pricing for comparable new product in the Tri-Valley, providing further support for the price positioning on a go-forward basis

Recent Sales and Active Listings for New Homes $1M+

Cities of Dublin, Livermore, San Ramon, Pleasanton, and Danville; July 2025 - July 2026



Note: Data includes sales from the past year and active listings for houses and townhomes built since 2010, sized over 1,500 SF, and priced over $1,000,000

Source: Redfin; Builders; RCLCO

TAX BURDEN ANALYSIS

Home sales to date at Francis Ranch achieved an average sales price of $2.48M across all six neighborhoods, and future sales are projected to achieve an average sales price of $2.2M; both yield an average total tax burden of 1.48% and remain below the 1.58% cap requirement

Sold and Future Tax Burden by Neighborhood Tables
Francis Ranch; July 2026

SOLD

TAX ZONE	BUILDER	UNITS	AVERAGE BASE SALES PRICE	AVERAGE SALES PRICE	FACILITIES TAX	SERVICES	OTHER CHARGES	TOTAL SPECIAL TAX AND OTHER CHARGES	SPECIAL TAX AND OTHER CHARGES TAX BURDEN	TOTAL TAX BURDEN
NH1	TruMark	49	$2,873,776	$3,172,319	$6,208	$427	$1,378	$8,014	0.25%	1.49%
NH2	TruMark	71	$2,520,070	$2,708,966	$4,882	$427	$1,167	$6,476	0.24%	1.48%
NH3	Taylor Morrison	49	$2,393,075	$2,620,687	$4,669	$427	$1,110	$6,206	0.24%	1.47%
NH4	Taylor Morrison	69	$2,104,630	$2,318,231	$3,980	$427	$915	$5,322	0.23%	1.47%
NH5	TruMark	43	$1,779,636	$1,846,619	$3,502	$427	$862	$4,792	0.26%	1.50%
NH6	TruMark	15	$1,256,000	$1,295,590	$2,122	$427	$717	$3,266	0.25%	1.49%
Total/Average		**296**	**$2,289,137**	**$2,483,075**	**$4,516**	**$427**	**$1,067**	**$6,010**	**0.24%**	**1.48%**

FUTURE

TAX ZONE	BUILDER	UNITS	AVERAGE BASE SALES PRICE	AVERAGE SALES PRICE	FACILITIES TAX	SERVICES	OTHER CHARGES	TOTAL SPECIAL TAX AND OTHER CHARGES	SPECIAL TAX AND OTHER CHARGES TAX BURDEN	TOTAL TAX BURDEN
NH1	TruMark	50	$2,910,808	$3,213,198	$6,208	$427	$1,378	$8,014	0.25%	1.49%
NH2	TruMark	25	$2,592,083	$2,786,377	$4,882	$427	$1,167	$6,476	0.23%	1.47%
NH3	Taylor Morrison	36	$2,395,444	$2,623,281	$4,669	$427	$1,110	$6,206	0.24%	1.47%
NH4	Taylor Morrison	16	$2,163,176	$2,382,720	$3,980	$427	$915	$5,322	0.22%	1.46%
NH5	TruMark	51	$1,806,011	$1,873,986	$3,502	$427	$862	$4,792	0.26%	1.49%
NH6	TruMark	81	$1,268,438	$1,308,420	$2,122	$427	$717	$3,266	0.25%	1.49%
Total/Average		**259**	**$2,031,040**	**$2,179,291**	**$3,918**	**$427**	**$983**	**$5,329**	**0.25%**	**1.48%**

[1] Future average sales prices reflect the observed relationship between base and average sales prices for sold homes, applied to current base prices listed on builder websites

Note Total Tax Burden calculation does not include the potential impact of the Homeowner's Exemption
Source: Builder Websites; Builders; DPFG; Fieldman; Goodwin Consulting Group; RCLCO

Disclaimers

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CRITICAL ASSUMPTIONS

Our conclusions are based on our analysis of the information available from our own sources and from the client as of the date of this report. We assume that the information is correct, complete, and reliable.

We made certain assumptions about the future performance of the global, national, and local economy and real estate market, and on other factors similarly outside either our control or that of the client. We analyzed trends and the information available to us in drawing these conclusions. However, given the fluid and dynamic nature of the economy and real estate markets, as well as the uncertainty surrounding particularly the near-term future, it is critical to monitor the economy and markets continuously and to revisit the aforementioned conclusions periodically to ensure that they are reflective of changing market conditions.

It is important to recognize that stable and moderate growth patterns are historically not sustainable over extended periods of time, the economy is cyclical, and real estate markets are typically highly sensitive to business cycles. Further, it is very difficult to predict when inflection points in economic and real cycles will occur.

With the above in mind, we assume that the long-term average absorption rates and price changes will be as projected, realizing that most of the time performance will be either above or below said average rates.

Our analysis does not consider the potential impact of future economic shocks on the national and/or local economy, and does not consider the potential benefits from major "booms" that may occur. Similarly, the analysis does not reflect the residual impact on the real estate market and the competitive environment of such a shock or boom. Also, it is important to note that it is difficult to predict changing consumer and market psychology.

As such, we recommend the close monitoring of the economy and the marketplace, and updating this analysis as appropriate.

Further, the project and investment economics should be “stress tested” to ensure that potential fluctuations in revenue and cost assumptions resulting from alternative scenarios regarding the economy and real estate market conditions will not cause failure.

In addition, we assume that the following will occur in accordance with current expectations:

- Economic, employment, and household growth
- Other forecasts of trends and demographic and economic patterns, including consumer confidence levels
- The cost of development and construction
- Tax laws (i.e., property and income tax rates, deductibility of mortgage interest, and so forth)
- Availability and cost of capital and mortgage financing for real estate developers, owners and buyers
- Competitive projects will be developed as planned (active and future) and that a reasonable stream of supply offerings will satisfy real estate demand
- Major public works projects occur and are completed as planned

Should any of the above change, this analysis should be updated, with the conclusions reviewed accordingly (and possibly revised).

GENERAL LIMITING CONDITIONS

Reasonable efforts have been made to ensure that the data contained in this study reflect accurate and timely information and are believed to be reliable. This study is based on estimates, assumptions, and other information developed by RCLCO from its independent research effort, general knowledge of the industry, and consultations with the client and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agent, and representatives or in any other data source used in preparing or presenting this study. This report is based on information that to our knowledge was current as of the date of this report, and RCLCO has not undertaken any update of its research effort since such date.

Our report may contain prospective financial information, estimates, or opinions that represent our view of reasonable expectations at a particular time, but such information, estimates, or opinions are not offered as predictions or assurances that a particular level of income or profit will be achieved, that particular events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis may vary from those described in our report, and the variations may be material. Therefore, no warranty or representation is made by RCLCO that any of the projected values or results contained in this study will be achieved.

This report has been prepared solely for the benefit of the client in connection with the purposes described herein, and is subject to the ownership, confidentiality, and use restrictions set forth in the Agreement between the client and RCLCO. The client may share this report in its entirety in connection with the client's business activities, including with its advisors, lenders, investors, and affiliates, and when disclosed to RCLCO during the proposal or contract process, for the purposes of project financing and bond financing. Other than the sharing expressly permitted in the preceding sentence, this report may not be reproduced or distributed for commercial purposes, nor may it be included in any public or private offering of securities without RCLCO's prior written consent. Client may abstract, excerpt, summarize, or otherwise use the study at their own risk and will use best efforts to ensure the content reflects the intent and findings of the full report, and RCLCO bears no responsibility or liability for client's such use. RCLCO accepts no liability for any third-party use of the report.



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APPENDIX H

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 6, 2026**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreement with Alameda County for Animal Shelter Services
Prepared by: Jordan Foss, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement between the County of Alameda and the Cities of Dublin and Pleasanton for animal shelter services. The agreement would allow the Alameda County Sheriff's Office to continue operating the East County Animal Shelter for one year, with two optional one-year extensions.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement Among the County of Alameda and the Cities of Dublin and Pleasanton for Animal Shelter Services, and approve the budget change.

FINANCIAL IMPACT:

Shelter operating costs are shared among the participating agencies based on each agency's proportionate share of live animals handled during the prior calendar year. With Livermore's withdrawal from the agreement, these costs are now spread amongst fewer agencies. Dublin's share of Fiscal Year 2026-27 shelter operating costs is $471,347, compared with the City's adopted budget of $295,755. A budget adjustment (Attachment 3) is necessary to increase the Animal Services budget by $175,592 to fund the City's current share of shelter operating costs.

DESCRIPTION:

Background
Dublin has contracted with Alameda County for animal control and shelter services since the City's incorporation in 1982. These services are currently provided under two separate agreements: one for animal control field services and animal licensing and one for animal shelter services. In 1992, the Cities of Dublin, Livermore, Pleasanton (Cities), and the County of Alameda entered into an agreement to jointly fund construction of the East County Animal

Shelter.

Subsequently, in 1995, the Cities issued a Request for Proposals to identify the most qualified shelter operator. The Alameda County Sheriff's Office (ACSO) was the only agency that responded; the Cities and County determined that ACSO was well qualified to operate the shelter and approved an agreement for the maintenance and operation of the shelter. ACSO has operated the shelter since it opened in 1996.

The shelter's operating budget covers costs such as staff salaries and benefits, operating services and supplies, equipment, building and grounds maintenance, utilities, and indirect charges.
Under the agreement, the participating agencies share shelter operating costs based on the number of live animals the shelter handled on behalf of each agency during the prior calendar year. By March 31 of each year, ACSO prepares a Live Animals Handled Report that identifies the number of live animals handled on behalf of each agency to determine its proportionate share of the shelter's operating costs. For example, in calendar year 2025, the shelter handled 2,148 live animals, 408 of which (18.99 percent) originated from Dublin, resulting in an 18.99-percent share of the shelter's operating costs for Fiscal Year (FY) 2026-27.

Effective July 1, 2025, the City of Livermore withdrew from the shelter agreement. Since shelter operations and overhead costs are split by each agency, the share of the cost for each remaining agency has increased. Dublin's share of the cost went from 14.72 percent in FY 2025-26 to 18.99 percent in FY 2026-27, an increase of 29 percent. Table 1 provides a cost allocation comparison.

Table 1. Financial/Animals Handled Comparison

Fiscal Year	Total Shelter Operating Budget	Total Animals Handled	Dublin Animals	Dublin Cost Share (%)	Dublin Cost Share ($)
2024-25	$2,030,541	3,006	393	13.07%	$265,392
2025-26	$2,260,415	2,568	378	14.72%	$332,733
2026-27	$2,482,079	2,148	408	18.99%	$471,347

Because Livermore withdrew in the middle of 2025, the calendar year 2025 count includes six months of Livermore activity. The full effect of its withdrawal will first show up in the FY 2027-28 cost share, which will be based on calendar year 2026 (the first full year without Livermore).

The prior animal shelter services agreement expired on June 30, 2026. Negotiation of the successor agreement extended beyond that date while the parties addressed Livermore's withdrawal and budget questions raised by Dublin and Pleasanton staff. ACSO continues to provide shelter services under the prior terms until the proposed agreement is fully executed.

Proposed Animal Shelter Services Agreement
Under the proposed agreement, ACSO will continue to provide all shelter personnel, supplies, and equipment; shelter maintenance (through the County's General Services Agency); intake, board, and veterinary care for shelter animals; spay and neuter services for dogs and cats;

humane euthanasia; and disposal of deceased animals. ACSO will also continue to work closely with local animal rescue and adoption groups, including Tri-Valley Animal Rescue and East Bay SPCA, which is located adjacent to the shelter.

Shelter operations are monitored by the Shelter Operations Advisory Committee, which consists of one representative each from Dublin, Pleasanton, and Alameda County. The Committee meets at least quarterly with ACSO shelter staff. ACSO and the Shelter Operations Advisory Committee negotiated the proposed agreement.

The Pleasanton City Council is considering the proposed agreement concurrently with the Dublin City Council, after which it will be considered by the Alameda County Board of Supervisors.

The proposed agreement (Attachment 2) is substantially the same as the prior agreement, with the following changes:

- Term length
    - Reduced from five years to one year
    - Two optional one-year extensions
- City of Livermore is no longer a party to the agreement

The County has expressed interest in discussing potential changes to the pricing structure and the current ownership of the facility. The shorter term of the proposed agreement allows time for those discussions to take place while keeping shelter services in place. Any changes to the pricing structure and ownership would be brought back to the City Council for consideration.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Agreement Among the County of Alameda and the Cities of Dublin and Pleasanton for Animal Shelter Services
2) Exhibit A to the Resolution – Agreement Among the County of Alameda and the Cities of Dublin and Pleasanton for Animal Shelter Services
3) Budget Change

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE AGREEMENT AMONG THE COUNTY OF ALAMEDA AND THE CITIES OF DUBLIN AND PLEASANTON FOR ANIMAL SHELTER SERVICES

WHEREAS, Alameda County and the Cities of Dublin, Livermore, and Pleasanton (Cities and County) jointly own the East County Animal Shelter, located at 4595 Gleason Drive in Dublin; and

WHEREAS, since the shelter's opening, the facility has been operated by the Alameda County Sheriff's Office in accordance with an agreement between the Cities and County for the maintenance and operation of the shelter; and

WHEREAS, the existing agreement expired on June 30, 2026 and the Cities and County have negotiated and prepared a new animal shelter services agreement; and

WHEREAS, the proposed agreement is for a term of one year with two optional one-year extensions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement Among the County of Alameda and the Cities of Dublin and Pleasanton for Animal Shelter Services, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the agreement, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 6th day of October 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT AMONG THE COUNTY OF ALAMEDA AND THE CITIES OF DUBLIN AND PLEASANTON FOR ANIMAL SHELTER SERVICES

This Agreement is made and entered into as of the date of completed execution by all parties, by and among the County of Alameda and the Cities of Dublin and Pleasanton, hereinafter referred to collectively and individually as PARTICIPATING ENTITIES.

References to East County Animal Shelter, hereinafter referred to as SHELTER, shall mean the facility located at 4595 Gleason Drive, Dublin, California.

References to COUNTY shall mean the County of Alameda.

References to OPERATOR shall mean the Alameda County Sheriff's Office as SHELTER service provider.

References to CITIES shall mean the cities of Dublin and Pleasanton. The CITIES' responsibilities may be delegated to a third party under contract with the corresponding CITY.

References to COMMITTEE shall mean the Shelter Operations Advisory Committee consisting of the County Administrator (or designated representatives) and the City Managers of CITIES (or their designated representatives). The purpose of COMMITTEE will be to review the ongoing operations and maintenance of the SHELTER and to ensure that the equity interest of PARTICIPATING ENTITIES does not deteriorate through inappropriate maintenance and operations.

RECITALS:

a. PARTICIPATING ENTITIES have entered into the Agreement Among the County of Alameda and the Cities of Dublin and Pleasanton for the Construction Cost of the Animal Shelter, which is included as Attachment C to this Agreement.

b. The CITIES have previously contracted with COUNTY for the performance of animal shelter services by OPERATOR at the SHELTER.

c. PARTICIPATING ENTITIES intend to continue contracting for the performance of animal shelter services by OPERATOR at the SHELTER.

d. COUNTY is agreeable to OPERATOR rendering such services on the terms and conditions hereinafter set forth.

e. The PARTICIPATING ENTITIES intend that upon execution, this Agreement will have effect retroactive to July 1, 2026.

f. Such contracts are authorized by Section 51300 et seq. of the Government Code.

g. The City of Dublin contracts for animal control field services and animal licensing with the COUNTY under a separate agreement.

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. SERVICES TO BE PROVIDED

COUNTY agrees that OPERATOR will provide animal shelter services to PARTICIPATING ENTITIES for animals impounded pursuant to City ordinance, County code and State law. Such services shall include, but not be limited to, receiving live animals at SHELTER; providing live animals at SHELTER with food, water, farrier and/or veterinary care; euthanizing animals not otherwise adopted, redeemed, sold or donated to adoption organizations; spay/neutering of dogs and cats; and disposing of dead animals. OPERATOR shall furnish and supply all necessary labor, training, supervision, equipment and supplies necessary to maintain the level of services to be rendered hereunder except as otherwise required of PARTICIPATING ENTITIES in this Agreement.

II. METHODOLOGY FOR DETERMINING COST ALLOCATIONS:

1. PARTICIPATING ENTITIES shall share in the cost of personnel, maintenance services, and supplies required to operate SHELTER in accordance with this Agreement. Payment shall be based on PARTICIPATING ENTITIES' percentage share of the total number of live animals handled at SHELTER during the previous calendar year ending December 31 in accordance with the methodology shown in Attachment A. For example, the FY 2026-2027 (July 1 – June 30) percentage share shall be calculated based upon the 2025 calendar year Live Animals Handled Report outlined in Attachment B.

2. OPERATOR shall prepare and distribute an annual Live Animals Handled Report no later than March 31 of each year, which indicates the total number of live animals handled in the previous calendar year and the associated percentage share for PARTICIPATING ENTITIES.

3. In the event SHELTER is used to provide emergency or non-emergency animal shelter services to agencies other than PARTICIPATING ENTITIES, OPERATOR shall establish a cost for the service and bill the non-participating agency for the service, unless COMMITTEE agrees to waive such costs.

4. In the event a PARTICIPATING ENTITY withdraws from this Agreement, the remaining PARTICIPATING ENTITIES shall meet to determine the most appropriate methodology for sharing costs. The withdrawing entity shall be required to pay its share of SHELTER services until the effective date of the withdrawal. Section IX governs the process for termination/withdrawal from this Agreement by any PARTICIPATING ENTITY.

5. The methodology for allocated costs of capital maintenance to the SHELTER, i.e., major repairs, upgrades or replacement of mechanical, electrical, plumbing, HVAC and other equipment, facilities and systems, roof or structural components located within or serving the SHELTER, or any major component thereof, shall be by proportionate share to each PARTICIPATING ENTITY'S equity interest in the SHELTER, rather than pursuant to this Section II.

III. APPROVAL OF ANNUAL OPERATING BUDGET

1. On an annual basis, on or before March 31, OPERATOR shall provide COMMITTEE a proposed annual operating budget (hereinafter referred to as "budget") for the

upcoming fiscal year. The budget shall include, but not be limited to, personnel salaries including benefits, operating services and supplies, furnishings, equipment, building/grounds maintenance, utilities, indirect charges, and projected revenues. The budget shall also identify projects and associated costs discussed in Paragraph II.5, above (if then known). The budget shall be prepared in a format approved by the COMMITTEE. Any proposed significant changes in SHELTER operations, including but not limited to, the number of personnel assigned, backfilling vacant positions, changes in veterinary services or other material changes shall be clearly identified with a narrative explanation, which includes information supporting the revision. OPERATOR shall track and provide COMMITTEE with an annual report detailing the hours and positions used for backfilling vacant positions.

2. COMMITTEE shall take action to either approve or reject the proposed budget. If approved by COMMITTEE, PARTICIPATING ENTITIES shall adopt the budget and shall inform OPERATOR in writing that the entity has allocated its apportioned share of funds for services, no later than June 30. If COMMITTEE does not approve the budget, it shall provide OPERATOR with a written statement outlining its concerns and proposed adjustments no later than 45 days after the budget has been presented to COMMITTEE. In the event the budget is not approved, OPERATOR shall provide services in accordance with the most recently adopted budget with amendments as approved by COMMITTEE. PARTICIPATING ENTITIES agree to pay for cost increases related to shelter operations as approved in the budget beyond the control of the OPERATOR, such as utility and labor costs. COMMITTEE shall recommend an alternative proposed budget to PARTICIPATING ENTITIES no later than 90 days after the start of the fiscal year.

3. Unless otherwise agreed, OPERATOR shall invoice PARTICIPATING ENTITIES for SHELTER services within 60 days following the close of each fiscal quarter commencing July 1. The PARTICIPATING ENTITY shall make payment within 30 days after receipt of invoice. OPERATOR'S invoice shall be based on the actual quarterly cost incurred as reflected in the OPERATOR'S records. The invoice shall include the total operating costs for the quarter and specify the PARTICIPATING ENTITY'S share of the cost based on the methodology included in Attachment A. Each invoice shall be accompanied with a quarterly report of live animals handled at SHELTER for the current fiscal year as outlined in Attachment B, as well as a summary of expenditures on projects discussed in Paragraph II.5, above. Billing for the fourth quarter shall include all approved costs not included in previous quarterly billings and information detailing any administrative personnel expenses that exceeded the approved budget. COMMITTEE shall approve any reasonable additional administrative personnel expenses provided total shelter expenses do not exceed the approved annual operating budget.

    a. In the event that OPERATOR fails to deliver said invoice, including all required documentation, within ten (10) days of the due date, OPERATOR may be subject to a one percent (1%) penalty to be deducted from the total invoice amount. Said penalty may be increased by an additional one percent (1%) for each additional period of thirty days during which OPERATOR fails to deliver said invoice and required documentation.

    b. If payment from a participating city is not received within sixty (60) days after the date of OPERATOR's invoice, that CITY may be subject to a one percent (1%) late

fee added to the total amount due. Said penalty may be increased by an additional one percent (1%) for each additional thirty days demand is not met.

4. Approval of the budget authorizes OPERATOR to make expenditures in accordance with the budget with the exception of emergency situations and/or mandates as outlined in Section V. In the event OPERATOR anticipates costs will exceed the total annual operating budget, OPERATOR shall notify COMMITTEE and request approval of the additional costs prior to incurring the costs. Any approved costs will be included as part of an amended or new budget. COMMITTEE, as soon as reasonably possible, may request OPERATOR provide information justifying the cost increases.

IV. GENERAL CONDITIONS

1. Responsibilities of OPERATOR:

   a. SHELTER operations, including the handling of animals, shall comply with all policies and procedures established by the Alameda County Director of Field Services, as reviewed by COMMITTEE. OPERATOR shall maintain a policy and procedure manual.

   b. OPERATOR shall keep records of animal type, identifying marks, and time and place of pickup. OPERATOR shall also keep appropriate records of animals surrendered at SHELTER.

   c. OPERATOR shall provide forms for CITIES' use only for live or dead animals brought to SHELTER. CITIES will be responsible for their own internal reporting procedures not part of this Agreement.

   d. Animals picked up by CITIES and delivered to SHELTER will be held for the minimum time as allowed under state law, unless a longer period is recommended by COMMITTEE and approved by OPERATOR.

   e. OPERATOR will collect CITIES' dog license fees only for dogs redeemed or adopted from the SHELTER. Those fees will be remitted in full to CITIES. Dog license fees collected will not be considered SHELTER revenue for the purpose of calculating net operating cost.

   f. OPERATOR shall charge fees for SHELTER services in accordance with fee schedules approved by PARTICIPATING ENTITIES. PARTICIPATING ENTITIES shall make an effort to establish uniform fees. OPERATOR may waive payment of such fees, only upon permission of the involved PARTICIPATING ENTITY.

   g. OPERATOR shall be responsible for ensuring that employees assigned to the SHELTER are qualified to provide animal control services and shall designate an employee to be responsible for overseeing SHELTER activities.

   h. In the event of a personnel change to the person designated to oversee SHELTER activities, and upon request by COMMITTEE, OPERATOR shall provide COMMITTEE with information on the candidate's qualifications to perform the duties of the position and provide for COMMITTEE to meet the

candidate prior to final selection. COMMITTEE may provide input on the selection of the person designated to oversee SHELTER activities. The final decision shall be at the sole discretion of OPERATOR.

2. Responsibilities of PARTICIPATING ENTITIES:

    a. When an animal is delivered to SHELTER by a PARTICIPATING ENTITY for the specific purpose of euthanasia, the euthanasia fee shall be paid by that CITY through their quarterly billing.

    b. Dead animals delivered by a PARTICIPATING ENTITY to SHELTER shall be placed in containers provided by OPERATOR and will not have collars, chains, bandages, flea/tick collars, etc. on the dead animals or be delivered for disposal within anything other than said container. Any exceptions to this policy must be approved by OPERATOR.

    c. No sick or injured animal will be brought to SHELTER unless and until it has been examined, properly treated, and released by a veterinarian. Animals deemed by OPERATOR to need veterinary care shall not be received by OPERATOR without written veterinary clearance to hold them at SHELTER.

    d. Indigenous wild animals protected under State law picked up by a PARTICIPATING ENTITY must be turned over to the California Department of Fish and Wildlife by the PARTICIPATING ENTITY.

    e. CITIES agree to make all reasonable efforts to return licensed dogs, and other animals otherwise identified, to their owners before delivering such dogs or other animals to SHELTER.

V. SHELTER OPERATIONS ADVISORY COMMITTEE

1. COMMITTEE shall establish service standards, policy, and practices for SHELTER on behalf of PARTICIPATING ENTITIES. In carrying out this responsibility, COMMITTEE shall review the general conditions of SHELTER and make recommendations to OPERATOR regarding SHELTER operations. COMMITTEE and OPERATOR shall meet at least quarterly and OPERATOR shall provide quarterly reports from SHELTER staff regarding operations, policies and procedures, financial operations, maintenance of the facility, and proposed budget items. COMMITTEE shall have access to all operating and financial records of SHELTER, including information prepared regarding indirect costs and the General Services Agency BMD space charges that are included in SHELTER's annual operating budget. SHELTER staff shall provide information necessary to understand those matters within the purview of COMMITTEE.

2. COMMITTEE may initiate recommendations regarding OPERATOR'S general operations, staffing, policies and procedures, financial operations, including approval of the annual operating budget, and maintenance of the facility. OPERATOR agrees to give such recommendations due consideration.

3. In the event OPERATOR desires to make any non-emergency changes of substance to policies, the approved annual operating budget, procedures, and operations of SHELTER, OPERATOR shall confer with COMMITTEE and obtain the advice and

recommendations from COMMITTEE before making such changes. COMMITTEE may accept or reject the changes. OPERATOR shall use its discretion to address emergencies and shall be required to provide COMMITTEE with a report detailing any temporary changes to policy or the budget to address the emergency.

4. In the event OPERATOR is required to make changes to SHELTER operations to conform to operational and regulatory mandates affecting SHELTER, including mandates from Alameda County or changes to SHELTER service areas, OPERATOR shall notify COMMITTEE, in writing, of the expected financial and operational implications of the change(s) prior to implementation. COMMITTEE may recommend alternative policies, budget amendments, procedures, and operations. COMMITTEE may request OPERATOR maintain information detailing the effect the change(s) have on SHELTER operations and budget.

5. Recommendations and actions of COMMITTEE shall be approved by a majority vote of COMMITTEE.

VI. NO CHANGE IN EMPLOYMENT EFFECTED HEREBY

All persons employed by OPERATOR to perform services pursuant to this Agreement shall be and remain OPERATOR employees and shall at all times be under the direction and control of OPERATOR. No CITY'S employees shall perform services which OPERATOR is obligated to provide under this Agreement. All persons employed by OPERATOR to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to OPERATOR employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to CITIES' employees.

CITIES shall not be liable for the direct payment of any salaries, wages, or other compensation to any OPERATOR personnel performing services hereunder for OPERATOR or any liability other than that provided for in this Agreement.

VII. INDEMNIFICATION

CITIES agree to defend, indemnify, and hold harmless the COUNTY, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of CITIES in the performance of the scope of work except those arising by reason of the sole negligence of the COUNTY, its officers, employees or agents.

COUNTY agrees to defend, indemnify and hold harmless CITIES, their officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of OPERATOR in the performance of the scope of work except those arising by reason of the sole negligence of CITIES, their officers, employees or agents.

VIII. TERM

This Agreement shall retroactively commence on July 1, 2026, and shall continue for one (1) year thereafter unless terminated. This Agreement may be extended for two

periods of one year upon mutual agreement of OPERATOR and PARTICIPATING ENTITIES.

IX. TERMINATION

1. OPERATOR or one or more of the CITIES may terminate its participation in this Agreement upon written notice one hundred eighty (180) days to all PARTICIPATING ENTITES prior to termination date, and shall include in such notice the reasons for cancellation. Termination may be without cause. Termination initiated on behalf of two or more of the PARTICIPATING ENTITIES shall require a majority vote of the COMMITTEE.

2. In the event of termination, OPERATOR shall be entitled to compensation for services performed to the effective date of termination.

3. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between PARTICIPATING ENTITIES and OPERATOR shall survive the termination of this Agreement.

4. If OPERATOR materially breaches any of the terms of this Agreement, the CITIES' remedies shall include, but are not limited to, termination of the Agreement.

5. Upon termination of this Agreement, interests in furnishings and equipment will remain with PARTICIPATING ENTITIES.

X. MODIFICATION

This Agreement may only be modified in writing by mutual agreement of all PARTICIPATING ENTITES remaining subject to the Agreement at the time of the modification.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the PARTICIPATING ENTITIES have executed this Agreement on the dates appearing below their respective signatures.

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager
City of Dublin

Date: _____

Approved as to Form:

By: _____

CITY OF PLESANTON

By: _____
Joe Calabrigo, Interim City Manager
City of Pleasanton

Date: _____

Approved as to Form:

By: _____

COUNTY OF ALAMEDA:

By: _____
David Haubert, President
Alameda County Board of Supervisors

Date: _____

APPROVED AS TO FORM:

ANDREA L. WEDDLE,
Interim County Counsel

By: Aaron Foxworthy
Aaron Foxworthy,
Deputy County Counsel

METHODOLOGY FOR DETERMINING COST ALLOCATIONS

Step 1 – OPERATOR shall maintain the Live Animals Handled Report (Attachment B), which shall include the total number of live dogs, cats and other animals handled at the SHELTER for each PARTICIPATING ENTITY by month and by calendar year.

Step 2 –The Live Animals Handled Report shall contain the annual percentage share of the total number of live dogs, cats and other animals handled at the SHELTER for each PARTICIPATING ENTITY. As an example, if the SHELTER handled 1000 live animals and 100 originated from the City of Dublin, then the City of Dublin's annual percentage share would be 10%.

Step 3 – To determine each PARTICIPATING ENTITY's annual cost share, the annual percentage share for each PARTICIPATING ENTITY from the previous calendar year, as included in the Live Animals Handled Report, shall be applied to the approved SHELTER annual operating budget. As an example, if the total annual operating budget for Fiscal Year 2024-2025 is $1,965,498 and the City of Pleasanton's annual percentage share as noted on the 2023 Live Animals Handled Report is 12.39%, then the City of Pleasanton's cost share for Fiscal Year 2024-2025 would be $243,525 (billed quarterly based on actual expenses).

An example of the above methodology utilizing the Live Animal Handled Report, is as follows:

Fiscal Year Shelter Annual Operating Budget

Budget Item	Annual Costs
Salaries and Benefits	$967,083
Services and Supplies	$262,003
ISF Charges	$641,941
Less Revenues	($46,240)
Subtotal	$1,824,787
Indirect Costs	$140,711
NET ANNUAL OPERATING COST	$1,965,498

Participating Entity Cost Share

Participating Entity	FY 2021-22 Shelter Annual Operating Budget	Calendar Year 2020 Percent of Live Animals Handled	Annual Cost Share of Total Shelter Cost
City of Dublin	$1,965,498	16.23%	$319,000
City of Pleasanton	$1,965,498	12.39%	$243,525
Alameda County	$1,965,498	71.38%	$1,402,973

East County Animal Shelter

LIVE ANIMALS HANDLED

CALENDAR YEAR 20XX

	Overall %	Individual %	Total		Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
DUBLIN		32.127%	71	Dogs	17	12	2	2	4	3	10	1	4	5	5	6
		63.348%	140	Cats	2	8	2	11	17	15	19	10	26	9	14	7
		4.525%	10	Others*	1	4	0	0	2	0	1	0	0	0	2	0
Total	11.433%	100%	221													
LIVERMORE		35.030%	117	Dogs	24	10	11	8	7	5	5	4	12	10	8	13
		63.174%	211	Cats	8	25	10	25	13	25	21	5	20	29	13	17
		1.796%	6	Others*	1	0	0	0	1	1	0	0	0	1	2	0
Total	17.279%	100%	334													
PLEASANTON		25.792%	57	Dogs	7	5	9	4	4	1	4	4	2	5	6	6
		67.421%	149	Cats	8	9	3	15	8	6	24	25	22	11	10	8
		6.787%	15	Others*	0	0	2	1	3	2	4	0	1	1	1	0
Total	11.433%	100%	221													
WEST & EAST COUNTY		28.781%	333	Dogs	38	46	44	16	19	23	29	20	29	22	22	25
		61.798%	715	Cats	34	34	39	37	80	106	109	89	58	73	39	17
		9.421%	109	Others*	13	12	5	2	13	5	12	11	8	9	8	11
Total	59.855%	100%	1157													

ECAS Grand Total 100% 1933

* Includes Wildlife in Shelter Only and Night Drop

C-92-115

AGREEMENT AMONG
THE COUNTY OF ALAMEDA AND THE CITIES OF
DUBLIN, LIVERMORE AND PLEASANTON
FOR THE CONSTRUCTION COST OF ANIMAL SHELTER

THIS AGREEMENT is entered into by and among the County of Alameda (hereinafter "COUNTY") and the cities of Dublin, Livermore and Pleasanton (hereinafter "CITIES) and shall be effective as of SEP 15 1992.

This Agreement is entered into in consideration of the following matters:

WHEREAS, the COUNTY has determined that the construction of a new animal shelter on its Santa Rita property is necessary; and,

WHEREAS, the COUNTY has existing shelter operations contracts with the Cities of Dublin, Livermore, and Pleasanton; and,

WHEREAS, the Cities of Dublin, Livermore and Pleasanton and the County of Alameda have expressed a desire to enter into a joint powers agreement pursuant to Government Code section 6500 and following to share in the cost of constructing a new animal shelter (hereinafter "PROJECT"), and

WHEREAS, by entering into this agreement, the COUNTY and the CITIES do not intend to create a joint powers authority; and,

WHEREAS, COUNTY AND CITIES desire to enter into this Agreement in order to set forth the agreement of the participating entities regarding the cost-sharing of the construction of the PROJECT; and

WHEREAS, the participating entities described above agree to contract with respect thereto;

NOW THEREFORE, the participating entities agree as follows:

1. PURPOSE OF AGREEMENT

The COUNTY and the CITIES agree to enter into a joint powers agreement to share in the cost of the construction of an animal shelter on the COUNTY's Santa Rita property. Although the COUNTY will construct and hold title to the PROJECT, the CITIES will acquire an equity interest in the structure and improvements as provided for in this agreement.

2. EQUITY INTEREST

The COUNTY shall retain full title to the land. Each entity will acquire an equity interest in the structure and improvements only, and that interest will be proportionate to the entity's total contribution to the principal debt service payment. An entity may withdraw from the agreement before full retirement of the debt only if another participating entity or entities agree(s) to buy out the withdrawing entity's share. Should an entity wish to withdraw after the full retirement of the debt, there will be no buy out provision.

3. COST SHARING

The cost sharing ratios for the COUNTY and the CITIES will be based on the percentage of live animals handled at the Santa Rita Animal Shelter for each participating entity, as indicated in Attachment A, for the first 12 months of this agreement. The COUNTY intends to issue municipal securities with which to finance the cost of constructing the PROJECT, including all cost of issuance fees and charges related to the PROJECT. The cost sharing allocation (debt service amount) will be adjusted annually based on the percentage of live animals handled for the previous calendar year. The cost sharing ratio will determine the payment of debt service for the PROJECT on an annual basis. Each entity's annual share of debt service shall clearly identify the portion attributable to interest and the share attributable to principal for the purpose of calculating equity interest held by each entity. The COUNTY shall notify each CITY of its percentage of live animals handled for the previous calendar year by March 1 of the following year.

4. PAYMENT

The COUNTY shall bill the CITIES for their share of the debt service payment semi-annually, 60 days prior to the date on which the total debt service payment is to be made. CITIES shall pay COUNTY within 30 days of date of billing. This provision shall not preclude CITIES from exercising the option of prepaying the entire annual debt service in one lump sum for any given year within the first quarter of the fiscal year.

5. CONSTRUCTION COSTS

Construction costs include all costs and expenses incurred in connection with the shelter construction, including without limitation, the following:

a. Payment due to contractors' and subcontractors' for work and services performed including change-order work and payment in settlement or satisfaction of claims and/or judgments.

b. Cost of on-site and off-site improvements.

c. Fees for building permits, licenses, and inspection;

d. Fees of the developer, engineers, surveyors, architects, attorneys, and others providing professional services necessary to supervise or complete the project, and to settle, defend and prosecute any claims or litigations related to design, construction, or other project work.

e. County Public Works project management cost, including County oversite and inspection.

f. Premiums for contractors' faithful performance and for mechanics' lien bonds;

g. Recording costs and filing fees;

h. Such costs as reasonably may be incurred in connection with Construction, including purchase of sewer capacity and water hookups.

i. Provisions for the contractors' insurance coverage for the handling and/or removal of hazardous material (including asbestos) in connection with the construction of the PROJECT.

6. SHELTER OPERATIONS CONTRACTS

A separate agreement for shelter services and operations similar to current agreement shall remain in effect unless modified in writing by the entities.

7. SHELTER OPERATIONS ADVISORY COMMITTEE

A shelter operations advisory committee consisting of the County Administrator (or designated representatives) and the City Managers of the CITIES (or their designated representative) will be formed. The purpose of the committee will be to review the ongoing operations and maintenance of the Animal Shelter once the shelter is completed and to assure that the equity interest of each participating entity does not deteriorate through inappropriate maintenance and operations.

8. MODIFICATION OF CONTRACT

This agreement fully expresses the agreement between the participating entities. Any modification, amendment, or alteration of the terms and conditions of this agreement must be by means of a written document approved by all participating entities. No oral conversation between any officer or employee of the participating entities shall modify any of the terms and conditions of this agreement.

9. INDEMNIFICATION

It is understood and agreed that pursuant to Government Code Section 895.4, each entity (the "indemnitor") shall, to the extent permitted by law, defend, indemnify and save harmless every other entity (the "indemnitee"), and its officers and employees, from all claims, suits or actions of every name, kind and description resulting from indemnitor's performance of the Agreement, excluding any injuries, death, damage or liability resulting from the negligence or willful misconduct of the indemnitee, or its officers or employees.

10. BOOKS AND RECORDS

COUNTY shall maintain complete books and records of their activities concerning this Agreement during the Construction of the Animal Shelter and for ongoing operation costs. Each participating entity, at its sole cost and expense, shall have the right to inspect and/or audit of such books and records from time to time. There shall be strict accountability of all funds and report of all receipts and disbursements.

11. SEVERABILITY

If any term or provision of this agreement shall to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid.

12. TERM OF AGREEMENT

The term of this agreement will coincide with that of the issue term of the construction financing bond as negotiated by the County to finance the construction of the PROJECT, except that the equity interest set forth in Section 2, shall survive the term of this agreement. The term may be extended with the written agreement of the participating entities.

13. SUSPENSION AND TERMINATION

Neither the CITIES nor the COUNTY shall be able to terminate obligations contained in this agreement prior to the retirement of the full debt, except as provided for in Section 2 above. In accordance with the conditions set out in Section 2, any participating entity may terminate its participation in this agreement, with or without cause, by providing six (6) months notice, in writing by January 1, to the other participating entities. For purposes of determining the withdrawing entity's payment obligations and equity interest, withdrawal shall be effective six (6) months from the date written notice is provided to the other participating entities. Payment of the withdrawing entity's equity interest will be made by the participating entity buying out the withdrawing entity in the first quarter of the following fiscal year.

14. The participating entities may execute this agreement in counterpart.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF ALAMEDA has caused this agreement to be subscribed on its behalf by the COUNTY and the CITIES have subscribed the same through its authorized officer, the day, month, and year first above written. The persons signing on behalf of the CITIES warrants under penalty of perjury that he or she is authorized to bind for the respective CITIES.

CITIES

Kenneth Mercer, Mayor
City of Pleasanton

Cathie Brown, Mayor
City of Livermore

Peter Snyder, Mayor
City of Dublin

APPROVED AS TO FORM:
City Attorney

COUNTY OF ALAMEDA

Mary King, President
Alameda County, Board of Supervisors

APPROVED AS TO FORM

Kelvin H. Booty
County Counsel

Animal.cm

APPROVED AS TO FORM

Michael H. Roush
Pleasanton City Attorney

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on SEP 15 1992 and that a copy has been delivered to the President as provided by Government Code Section 25103. Attest: SEP 15 1992
WILLIAM MEHRWEIN, Clerk, Board of Supervisors, County of Alameda, State of California
BY

CITY OF DUBLIN
FISCAL YEAR 2026-27
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X Budget Transfer Between Funds _____

From Designated Reserves _____ Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		GENERAL FUND. ANIMAL CONTROL. CONTRACT SERVICES ANIMAL SHELTER	
		10011820.64014	$175,592

REASON FOR BUDGET CHANGE

Shelter operating costs are shared among the participating agencies based on each agency's proportionate share of live animals handled during the prior calendar year. With Livermore's withdrawal from the agreement, these costs are now spread amongst fewer agencies. Dublin's share of Fiscal Year 2026-27 shelter operating costs is $471,347, compared with the City's adopted budget of $295,755. A budget adjustment is necessary to increase the Animal Services budget by $175,592 to fund the City's current share of shelter operating costs.

As Presented at the City Council Meeting **10/6/2026**

************Finance Use Only************

Posted By: _____ Date: _____