

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



City Council Chamber  
Dublin Civic Center  
100 Civic Plaza  
Dublin, CA 94568  
[www.dublin.ca.gov](http://www.dublin.ca.gov)

## Regular Meeting of the **DUBLIN CITY COUNCIL**

**Tuesday, February 4, 2025**

**Location: City Council Chamber  
100 Civic Plaza  
Dublin, CA 94568**

### **REGULAR MEETING 7:00 PM**

#### Additional Meeting Procedures

This City Council meeting will be broadcast live on Comcast T.V. channel 28 beginning at 7:00 p.m. This meeting will also be livestreamed at [www.tv30.org](http://www.tv30.org) and on the City's website at: <https://dublin.ca.gov/ccmeetings>

For the convenience of the City and as a courtesy to the public, members of the public who wish to offer comments electronically have the option of giving public comment via Zoom, subject to the following procedures:

- ☐ Fill out an online speaker slip available at [www.dublin.ca.gov](http://www.dublin.ca.gov). The speaker slip will be made available at 10:00 a.m. on Tuesday, February 4, 2025. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.
- ☐ Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.
- ☐ 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. The speaker will then be unmuted to give public comment via Zoom.

- Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND PROCLAMATIONS**

**3.1 Presentation of Plaques to Outgoing Commissioners, Committee Members, and Poet Laureate**

The City Council will present plaques to the outgoing commissioners, committee members, and Poet Laureate in appreciation of their dedicated service to the City.

**STAFF RECOMMENDATION:**

Present the plaques.

[Staff Report](#)

**3.2 Recognition of Rabia Badar**

The City Council will recognize Rabia Badar for her charitable fundraising work to benefit those in need in and around the Dublin community and the East Bay.

**STAFF RECOMMENDATION:**

Present the Certificate.

[Staff Report](#)

[Attachment 1 - Certificate of Recognition: Rabia Badar](#)

**3.3 Employee Introductions**

New City of Dublin Staff members, Anthony Cukar, Recreation Coordinator with Parks and Community Services, and Shane Fields, Assistant Planner with Community Development, will be introduced.

**STAFF RECOMMENDATION:**

Welcome the new City of Dublin Staff members.

[Staff Report](#)

**3.4 Presentation from Alameda County Fire Department**

The City Council will receive a presentation from Division Chief Bonnie Terra about Alameda County Fire Department emergency preparedness measures.

**STAFF RECOMMENDATION:**

Receive the presentation.

[Staff Report](#)

[Item 3.4 PowerPoint Presentation](#)

**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 January 14, 2025 Regular City Council Meeting Minutes**

The City Council will consider approval of the minutes of the January 14, 2025 Regular City Council Meeting.

#### **STAFF RECOMMENDATION:**

Approve the minutes of the January 14, 2025 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 - January 14, 2025 Regular City Council Meeting Minutes](#)

### **5.2 Declaration of Weeds and Combustible Debris Abatement**

The City Council will consider declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property within the City of Dublin.

#### **STAFF RECOMMENDATION:**

Adopt the Resolution Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof; direct Staff to notify the public of the adoption of this Resolution; and schedule a public hearing for the April 1, 2025 City Council meeting at which time the City Council will hear and consider objections to this abatement order.

[Staff Report](#)

[Attachment 1 - Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof](#)

### **5.3 Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117 – Acceptance of Work**

The City Council will consider accepting the Annual Street Resurfacing (2024 Cape Seal) Project. The project resurfaced a segment of Dublin Boulevard with a cape seal surface treatment to prolong the life of the existing pavement.

#### **STAFF RECOMMENDATION:**

Adopt the Resolution Accepting the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117.

[Staff Report](#)

[Attachment 1 - Resolution Accepting the Annual Street Resurfacing \(2024 Cape Seal\) Project, CIP No. ST0117](#)

#### **5.4 Housing Element Implementation - Zoning Ordinance Amendments (PLPA-004020-2024)**

On January 14, 2025, the City Council considered City-initiated amendments to the Zoning Ordinance to implement certain programs of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off -Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance). The City Council waived the first reading and introduced the Ordinance amending the Zoning Ordinance. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

##### **STAFF RECOMMENDATION:**

Waive the second reading and adopt the Ordinance approving Amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance).

[Staff Report](#)

[Attachment 1 - Ordinance Approving Zoning Ordinance Amendments](#)

[Attachment 2 - City Council Staff Report dated January 14, 2025 \(without attachments\)](#)

#### **5.5 Planned Development Rezoning (PLPA-004094-2024)**

On January 14, 2025, the City Council considered a City-initiated rezoning of four residential properties located at 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development (PD) Residential to R- M (Multi -Family Residential) in response to the recently certified General Plan Housing Element. Pursuant to Housing Element Program B.18: Planned Development (PD) Zoning, City staff has reviewed vacant and underutilized residential properties with existing PD zoning and proposes to rezone these properties to a residential zoning district with established development standards. No development is proposed at this time. The City Council waived the first reading and introduced the Ordinance amending the Zoning Map and approving the proposed rezoning. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

##### **STAFF RECOMMENDATION:**

Waive the reading and adopt the Ordinance Amending the Zoning Map and Rezoning Property Located at 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development (PD) to R-M (Multi-Family Residential).

[Staff Report](#)

[Attachment 1 - Ordinance Amending the Zoning Map and Rezoning Property Located at 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development \(PD\) to R-M \(Multi-Family Residential\)](#)

[Attachment 2 - City Council Staff Report dated January 14, 2025 \(without attachments\)](#)

#### **5.6 Tract 8650 Francis Ranch – Final Map Notice**

The City Council will receive a notification of the City Engineer’s pending approval of the Final Map for Tract 8650, Francis Ranch.

**STAFF RECOMMENDATION:**

Receive the notification.

[Staff Report](#)

[Attachment 1 - Tract 8650 Final Map](#)

#### **5.7 City Council Participation in the 2025 St. Patrick’s Day Parade**

The City Council will consider participating in the 2025 St. Patrick’s Day Parade by walking as a group.

**STAFF RECOMMENDATION:**

Direct Staff to plan for the City Council to walk in the parade or provide other direction.

[Staff Report](#)

#### **5.8 Dublin Centre Affordable Housing Agreement (PLPA-2023-00020)**

The City Council will consider approving an Affordable Housing Agreement with Landsea Homes of California, LLC, for the Dublin Centre residential project. The Affordable Housing Agreement addresses the Applicant’s alternative method of compliance with the Inclusionary Zoning Regulations previously approved by the City Council in the project development agreement.

**STAFF RECOMMENDATION:**

Adopt the Resolution Approving an Affordable Housing Agreement Between the City of Dublin and Landsea Homes of California, LLC for the Dublin Centre Residential Project.

[Staff Report](#)

[Attachment 1 - Resolution Approving an Affordable Housing Agreement Between the City of Dublin and Landsea Homes of California, LLC for the Dublin Centre Residential Project](#)

[Attachment 2 - Exhibit A to the Resolution - Affordable Housing Agreement](#)

#### **6. PUBLIC HEARING – None.**

#### **7. UNFINISHED BUSINESS – None.**

#### **8. NEW BUSINESS**

##### **8.1 2025 Draft City of Dublin Legislative Platform**

The City Council will receive a report and provide direction to Staff on the draft 2025 Legislative Platform which guides the City’s response to potential and pending legislation, policies, programs, ballot measures, mandates, and budgets at all levels of government.

**STAFF RECOMMENDATION:**

Receive the report and provide direction.

[Staff Report](#)

[Attachment 1 - Draft 2025 Legislative Platform \(redlined\)](#)

[Item 8.1 PowerPoint Presentation](#)

## **8.2 Direction on Enhancements at Fallon Sports Park Field G**

The City Council will consider potential improvements, in both the short and long term, that will enhance the City's marketing and use of Fallon Sports Park Field G, including a pilot program to allow advertising signage on the outfield fence. This field is the City's singular 90-foot, lighted, regulation baseball field, is home to the Dublin Leprechauns professional baseball team as well as the Emerald High School team, and is heavily utilized by Dublin Little League and other local community groups.

### **STAFF RECOMMENDATION:**

Receive the report and provide direction.

[Staff Report](#)

[Attachment 1 - Fence Signage Examples](#)

## **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 (AB1234).

## **10. ADJOURNMENT**

This AGENDA is posted in accordance with Government Code Section 54954.2(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 (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](http://www.dublin.ca.gov/ccmeetings).

### **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.*



## STAFF REPORT CITY COUNCIL

Agenda Item 3.1

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation of Plaques to Outgoing Commissioners, Committee Members,  
and Poet Laureate  
*Prepared by: Marsha Moore, MMC, City Clerk*

### EXECUTIVE SUMMARY:

The City Council will present plaques to the outgoing commissioners, committee members, and Poet Laureate in appreciation of their dedicated service to the City.

### STAFF RECOMMENDATION:

Present the plaques.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

The City Council will present plaques to Margaret Liang and A Kelly Paschal-Hunter (Heritage and Cultural Arts Commission); Shawn Costello and Mariam Noorzad (Human Services Commission); Daniel Colley and Matthew Giller (Parks and Community Services Commission); Nicholas Ochoa, Renata Tyler, and Stephen Wright (Planning Commission); Shweta Bhatnagar, Rose May Mutobe, and Samir Qureshi (Senior Center Advisory Committee); and James Morehead, Poet Laureate.

### STRATEGIC PLAN INITIATIVE:

None.

### NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



## STAFF REPORT CITY COUNCIL

Agenda Item 3.2

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Recognition of Rabia Badar  
*Prepared by: Cierra Fabrigas, Executive Aide*

### EXECUTIVE SUMMARY:

The City Council will recognize Rabia Badar for her charitable fundraising work to benefit those in need in and around the Dublin community and the East Bay.

### STAFF RECOMMENDATION:

Present the Certificate.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

Rabia Badar, a high school junior, recently raised thousands of dollars for charitable causes in and around the Dublin community and the East Bay.

As part of her volunteerism through her group the Junior Civitans, Rabia raised \$4,200 for the Alameda County Food Bank, which translates to over 10,000 meals for the food insecure. In addition, she identified a need in the Afghan refugee community for access to technology, which is essential to children's education and in looking for and maintaining employment. In response, Rabia launched a fundraising drive for laptops and ultimately raised over \$14,450 to purchase 72 laptops for these families.

### STRATEGIC PLAN INITIATIVE:

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

- 1) Certificate of Recognition: Rabia Badar

# CERTIFICATE OF RECOGNITION

Presented to

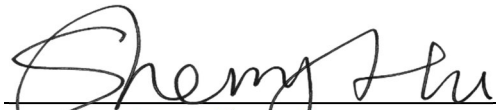
*RABIA BADAR*

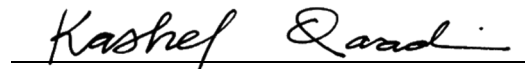
In recognition of the impactful work that you have done in Dublin and the East Bay through your donation to the Alameda County Food Bank and through your collaboration with the Muslim Community Center (MCC), East Bay Mosque to support local refugee families. Through this work, you provided the equivalent of 10,000 meals to the food insecure and raised over \$14,450 in to purchase 72 laptops for 65 refugee families in need. The work that you have done and continue to do will have a lasting impact on these families and the community.

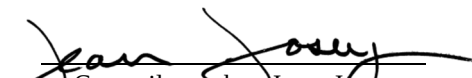
Presented by the

City Council of the City of Dublin

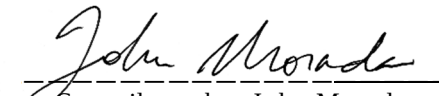
Dated: February 4, 2025

  
Mayor Sherry Hu

  
Vice Mayor Kashef Qaadri

  
Councilmember Jean Josey

  
Councilmember Michael McCorrison

  
Councilmember John Morada



## STAFF REPORT CITY COUNCIL

Agenda Item 3.3

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Employee Introductions  
*Prepared by: Sarah Monnastes, Human Resources Director*

### EXECUTIVE SUMMARY:

New City of Dublin Staff members, Anthony Cukar, Recreation Coordinator with Parks and Community Services, and Shane Fields, Assistant Planner with Community Development, will be introduced.

### STAFF RECOMMENDATION:

Welcome the new City of Dublin staff members.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

New City of Dublin Staff members, Anthony Cukar, Recreation Coordinator with Parks and Community Services, and Shane Fields, Assistant Planner with Community Development, will be introduced.

### STRATEGIC PLAN INITIATIVE:

None.

### NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



## STAFF REPORT CITY COUNCIL

Agenda Item 3.4

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation from Alameda County Fire Department  
*Prepared by: Jordan Foss, Management Analyst II*

### EXECUTIVE SUMMARY:

The City Council will receive a presentation from Division Chief Bonnie Terra about Alameda County Fire Department emergency preparedness measures.

### STAFF RECOMMENDATION:

Receive the presentation.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

Alameda County Fire Department (ACFD) Division Chief Bonnie Terra will present to the City Council information regarding ACFD's emergency preparedness measures. These measures include Dublin staffing, ACFD resources, fire code administration efforts, and community messaging.

Chief Terra will also discuss upcoming community emergency preparedness classes scheduled as follows:

- Thursday, February 20, 2025 – 6:00-7:00 p.m. at The Wave Community Room
- Thursday, February 27, 2025 – 6:00-7:00 p.m. at Shannon Community Center, Ambrose Hall

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council agenda was posted.

ATTACHMENTS:

None.

# PREPAREDNESS UPDATE

February 4, 2025



# Dublin Staffing

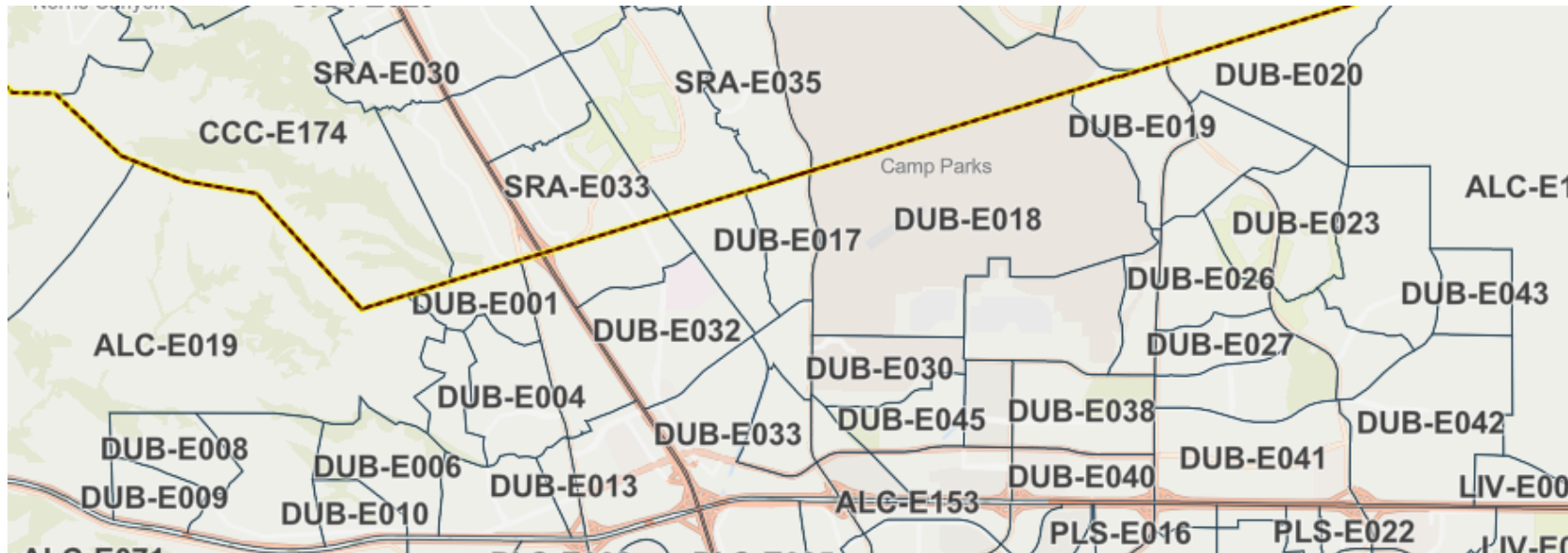
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- 3 Fire Stations, 3 Engines, 1 Truck
- All companies are Advanced Life Support (ALS) capable
- Immediate access to additional ACFD resources through our regional dispatch center (ACRECC)
- Automatic Aid with Livermore/Pleasanton Fire (LPFD), Camp Parks Fire (PRK) & San Ramon Valley Fire (SRVFD)
- Up staffing for events
- Part of the Local and California Mutual Aid Systems
- Fire Code Administration staff (2)



# Evacuations

- Evacuation Zones in Dublin <https://protect.genasys.com>
- Evacuation Centers (Shannon primary, Senior Center, and Wave alternative sites)



# Fire Code Administration Efforts

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- Inspections of state mandated occupancies
- Inspections of fireworks booths
- Inspections of vacant parcels and parcels that abut open space under the City of Dublin's Vegetation Management Program



# Stay Informed

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- Alameda County Fire – <https://fire.acgov.org>
- City of Dublin – [www.dublin.ca.gov](http://www.dublin.ca.gov)
- Alameda County (AC ALERT) – [www.acalert.org](http://www.acalert.org)
- Pacific Gas and Electric (PG&E)  
[www.pge.com/addressalerts](http://www.pge.com/addressalerts)
- Alerts From Your Local Agency (NIXLE)
  - Text your zip code to 888777



# Be Prepared

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- Get involved and be informed
- Get PEP or CERT trained
- Get/Make Go Bag(s) and a Household Kit
- Make a plan
- When requested evacuate without delay



# On Going City of Dublin Efforts

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- Staff, Council, and Community Training
- Resources available on city website under emergency preparedness
- Regular reminders through the website and now the Dublin Digest
- Offer CERT and PEP Classes



# New Offerings

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- Two emergency preparedness workshops being offered:
  - 2-20-25 from 6-7 pm at the Wave
  - 2-27-25 from 6-7 pm at the Shannon Center



# Questions?

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## STAFF REPORT CITY COUNCIL

Agenda Item 5.1

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of January 14, 2025 Regular City Council Meeting Minutes  
*Prepared by: Marsha Moore, MMC, City Clerk*

### EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the January 14, 2025 Regular City Council Meeting.

### STAFF RECOMMENDATION:

Approve the minutes of the January 14, 2025 Regular City Council Meeting.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

The City Council will consider approval of the minutes of the January 14, 2025 Regular City Council Meeting.

### STRATEGIC PLAN INITIATIVE:

None.

### NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

### ATTACHMENTS:

1) January 14, 2025 Regular City Council Meeting Minutes

# MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: January 14, 2025

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/ccmeetings>

*Pursuant to Government Code §54953(b), this meeting included the following teleconference location:*

- Councilmember Morada attended the Regular Meeting via teleconference from Marriott Dallas Uptown, Lobby, 3033 Fairmount Street, Dallas, Texas, 75201.

*All votes during the remote session were conducted by roll call vote.*

## REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, January 14, 2025, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor Hu.

### 1) CALL TO ORDER

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

### 2) PLEDGE OF ALLEGIANCE

Mayor Hu reported Councilmember Morada was participating remotely via teleconference, that pursuant to Government Code §54953(b) the meeting location was posted on the agenda, the agenda was posted at the teleconference location 72 hours before the meeting, and all votes during the teleconference session would be conducted by roll call vote.

### 3) PRESENTATIONS AND PROCLAMATIONS

#### 3.1) Presentation and Poem Reading from City of Dublin Poet Laureate

The City Council received a brief presentation and original poem reading by Richard Deets, City of Dublin Poet Laureate.

### 3.2) Lunar New Year Proclamation

The City Council presented the Lunar New Year proclamation.

### 3.3) 2024 Sponsor Recognition

The City Council recognized sponsors that contributed to City events, programs, and facilities in 2024.

### 3.4) Recognition of the Altamont Cruisers Car Club for their Donation to Dublin Police Services

The City Council recognized the Altamont Cruisers Car Club for their recent donation of \$3,500. The donation will be used for operating supplies for the Crime Prevention Unit.

Councilmember Morada left the meeting due to technical issues at 7:22 PM.

### 3.5) Recognition of the 2024 “Deck the Homes” Holiday Home Decorating Contest Winners

The City Council received a presentation on the 2024 “Deck the Homes” Holiday Home Decorating Contest and presented Certificates of Recognition to the winners.

Mayor Hu called for a break at 7:25 PM.

Mayor Hu reconvened the meeting at 7:28 PM and Councilmember Morada returned.

### 3.6) Employee Introduction

New City of Dublin Staff member, Robert Magno, Assistant Civil Engineer with the Public Works Department, was introduced.

## 4) PUBLIC COMMENT

Mike Grant provided public comment.

Shirley Lewandowski provided public comment.

John Cameron provided public comment.

Angela Tucker provided public comment.

5) CONSENT CALENDAR

- 5.1) Approved the December 17, 2024 Regular City Council Meeting Minutes.
- 5.3) Adopted Resolution No. 01-25 titled, “Directing Preparation of the Annual Engineer’s Reports for Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting Maintenance District 1999-1.”
- 5.4) Approved the Mayor’s recommendation of Deputy City Manager Hazel Wetherford as the Dublin representative on the Tri-Valley Community Television Board of Directors.
- 5.5) Approved the artwork proposal by Trumark Homes for the Francis Ranch development project designed by artist Eric Powell.
- 5.8) Adopted Resolution No. 04-25 titled, “Amending the Classification Plan;” and Resolution No. 05-25 titled, “Amending the Salary Plan for Part-Time Personnel.”

On a motion by Councilmember McCorriston, seconded by Vice Mayor Qaadri, and by unanimous roll call vote, the City Council adopted the Consent Calendar items, except for items 5.2, 5.6, and 5.7.

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

5.2) *Annual Proclamation*

*Item 5.2 was pulled from the Consent Calendar by Mayor Hu for further discussion and for public comment.*

*Brent Songey provided public comment.*

*By consensus, the City Council directed Staff to bring a discussion regarding recognizing sports achievements to a future meeting.*

*On a motion by Councilmember Josey and seconded by Vice Mayor Qaadri, and by unanimous roll call vote, the City Council accepted the Official List of Proclamations and approved the Annual Proclamation.*

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

5.6) *Alameda County Fire Training Center*

*Item 5.6 was pulled from the consent calendar by Councilmember Morada for clarifying questions.*

*On a motion by Councilmember Josey and seconded by Councilmember McCorriston, and by unanimous roll call vote, the City Council adopted Resolution No. 02-25 titled, "Waiving Site Development Review and Approving the Agreement Between the City of Dublin and County of Alameda Regarding the Enforcement of Conditions of Approval for the Alameda County Fire Training Center."*

|           |                                        |
|-----------|----------------------------------------|
| RESULT:   | ADOPTED [UNANIMOUS]                    |
| MOVED BY: | Jean Josey, Councilmember              |
| SECOND:   | Michael McCorriston, Councilmember     |
| AYES:     | Hu, Josey, McCorriston, Qaadri, Morada |

5.7) *Acceptance of California Department of Justice Tobacco Grant Program*

*Item 5.7 was pulled from the consent calendar by Councilmember Morada for clarifying questions.*

*On a motion by Vice Mayor Qaadri and seconded by Councilmember McCorriston, and by unanimous roll call vote, the City Council adopted Resolution No. 03-25 titled, "Authorizing the City Manager to Enter into a Memorandum of Understanding Accepting the Grant Award from the California Department of Justice Under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016."*

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

6) PUBLIC HEARING

6.1) Housing Element Implementation - Zoning Ordinance Amendments (PLPA-4020-2024)

The City Council received a presentation on city-initiated amendments to the Zoning Ordinance to implement certain programs of the General Plan Housing Element.

Mayor Hu opened the Public Hearing.

Shirley Lewandowski provided public comment.

Ruhama Tereda provided public comment.

Mayor Hu closed the Public Hearing.

On a motion by Vice Mayor Qaadri, seconded by Councilmember Josey, and by unanimous roll call vote, the City Council waived the reading, and introduced the Ordinance Approving Amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off -Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance).

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

6.2) Planned Development Rezoning (PLPA-4094-2024)

The City Council received a presentation on city-initiated rezoning of four residential properties in response to the recently certified General Plan Housing Element.

Mayor Hu opened the Public Hearing.

Upon receiving no public comment, Mayor Hu closed the Public Hearing.

On a motion by Councilmember McCorriston, seconded by Councilmember Josey, and by a four-to-one roll call vote, the City Council waived the reading, and introduced the Ordinance Amending the Zoning Map and Rezoning Property Located at 5378, 5868, 6060, and 7440 Tassajara Road from Planned Development (PD) to R-M (Multi-Family Residential).

|           |                                    |
|-----------|------------------------------------|
| RESULT:   | INTRODUCED [4-to-1]                |
| MOVED BY: | Michael McCorriston, Councilmember |
| SECOND:   | Jean Josey, Councilmember          |
| AYES:     | Hu, Josey, McCorriston, Qaadri     |
| NOES:     | Morada                             |

### 6.3) Amendment to the General Plan to Update the Economic Development Element (PLPA-004079-2024)

The City Council received a presentation on an amendment to the General Plan to update the Economic Development Element based on the recently updated Economic Development Strategy.

Mayor Hu opened the Public Hearing.

Upon receiving no public comment, Mayor Hu closed the Public Hearing.

On a motion by Councilmember Josey, seconded by Vice Mayor Qaadri, and by unanimous roll call vote, the City Council adopted Resolution No. 06-25 titled, “Approving a General Plan Amendment to Update the Economic Development Element.”

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

## 7) UNFINISHED BUSINESS

### 7.1) Update on the Dublin Boulevard Extension Project and Agreement with Gray-Bowen-Scott for Project Management Services

The City Council received a presentation regarding an update on the Dublin Boulevard Extension Project, which will extend Dublin Boulevard approximately 1.5 miles eastward through unincorporated Alameda County and connect to North Canyons Parkway in Livermore, from its current terminus at Fallon Road.

Shirley Lewandowski provided public comment.

On a motion by Councilmember McCorriston, seconded by Vice Mayor Qaadri, and by unanimous roll call vote, the City Council adopted Resolution No. 07-25 titled, “Approving an Agreement with Gray-Bowen-Scott for Project Management Services,” directed Staff to

report to the City Council annually on the agreement, and approved the budget change.

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

7.2) United States Army's 250th Birthday Celebration at Don Biddle Community Park in Collaboration with Camp Parks

The City Council received a report on an upcoming event at Don Biddle Community Park, planned in collaboration with Camp Parks, to celebrate the United States Army's 250th Birthday.

8) NEW BUSINESS – None.

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 9:46 PM.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## STAFF REPORT

### CITY COUNCIL

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DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Declaration of Weeds and Combustible Debris Abatement  
*Prepared by: Bonnie Terra, Division Chief*

#### EXECUTIVE SUMMARY:

The City Council will consider declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property within the City of Dublin.

#### STAFF RECOMMENDATION:

Adopt the Resolution Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof; direct Staff to notify the public of the adoption of this Resolution; and schedule a public hearing for the April 1, 2025 City Council meeting at which time the City Council will hear and consider objections to this abatement order.

#### FINANCIAL IMPACT:

None.

#### DESCRIPTION:

In accordance with Dublin Municipal Code section 5.7.030, the City Council may declare that there is a public nuisance created by weeds and combustible debris growing or accumulating upon the streets, sidewalks and property within the City of Dublin. With this declaration, the Fire Chief or his designee is required to notify property owners of the nuisance conditions and demand that the conditions be abated without delay. If the abatement is not completed, the City of Dublin shall, at the expense of the owner, have the weeds and refuse removed.

The proposed public hearing date will be April 1, 2025 with the intention on allowing for the abatement process to be completed prior to June 20, 2025. Starting the process at this time will allow for Staff to complete the process within the time frame while still abiding by the City's applicable ordinances.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof

**RESOLUTION NO. XX-25**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF DUBLIN**

**DECLARING WEEDS AND COMBUSTIBLE REFUSE A PUBLIC NUISANCE AND  
ORDERING THE ABATEMENT THEREOF**

**WHEREAS**, Government Code Section 39502 et. seq. authorizes the legislative body of a city to adopt an Ordinance to provide for the abatement of weeds and combustible refuse; and

**WHEREAS**, the Alameda County Fire Department is under contract to provide services and exercise the powers common to the City of Dublin; and

**WHEREAS**, the City of Dublin did adopt Ordinance No. 13-97, adding Chapter 5.70 of the Dublin Municipal Code [Weeds and Refuse] providing for the abatement of weeds and refuse.

**NOW, THEREFORE BE IT RESOLVED** that:

1. Pursuant to section 5.70.030 of the Dublin Municipal Code, the Alameda County Fire Department and the City of Dublin hereby declare as public nuisances all weeds and refuse growing or accumulating upon the streets, sidewalks, and property as defined in section 5.70.030, in the City of Dublin.

2. The City Manager, or her designee, shall cause notice to be given to the public in the form and manner provided in sections 5.70.030 and 5.70.040 of the Dublin Municipal Code, notifying said public of the passage of this Resolution and further that on April 1, 2025, at 7:00 p.m., the City Council of the City of Dublin will conduct a public hearing to hear and consider objections to this abatement order.

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk



## STAFF REPORT CITY COUNCIL

Agenda Item 5.3

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117 –  
Acceptance of Work  
*Prepared by: Michael Boitnott, Capital Improvement Program Manager*

### EXECUTIVE SUMMARY:

The City Council will consider accepting the Annual Street Resurfacing (2024 Cape Seal) Project. The project resurfaced a segment of Dublin Boulevard with a cape seal surface treatment to prolong the life of the existing pavement.

### STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117.

### FINANCIAL IMPACT:

The Cape Seal project is one of three projects included in the Fiscal Year 2024-25 Annual Street Resurfacing Project budget. The funding sources, expenditures, and project balance are as follows:

#### **Total Street Resurfacing Funding Source (FY 2024-25)**

|                                         |                    |
|-----------------------------------------|--------------------|
| General Fund                            | \$1,250,000        |
| State Gas Tax Fund                      | \$700,000          |
| Measure BB Sales Tax Local Streets Fund | \$200,000          |
| Road Maintenance & Rehab Account (RMRA) | \$2,350,000        |
| <b>Total Funding</b>                    | <b>\$4,500,000</b> |

| <b>Cape Seal Project Expenditures</b>          |                        |
|------------------------------------------------|------------------------|
| Construction Contract                          | \$811,000              |
| Change Orders                                  | \$13,989               |
| Contract Services, Design, Salary, and Testing | \$194,011              |
| <b>Total Project Expenditures</b>              | <b>\$1,019,000</b>     |
| <br><b>Project Balance</b>                     | <br><b>\$3,481,000</b> |

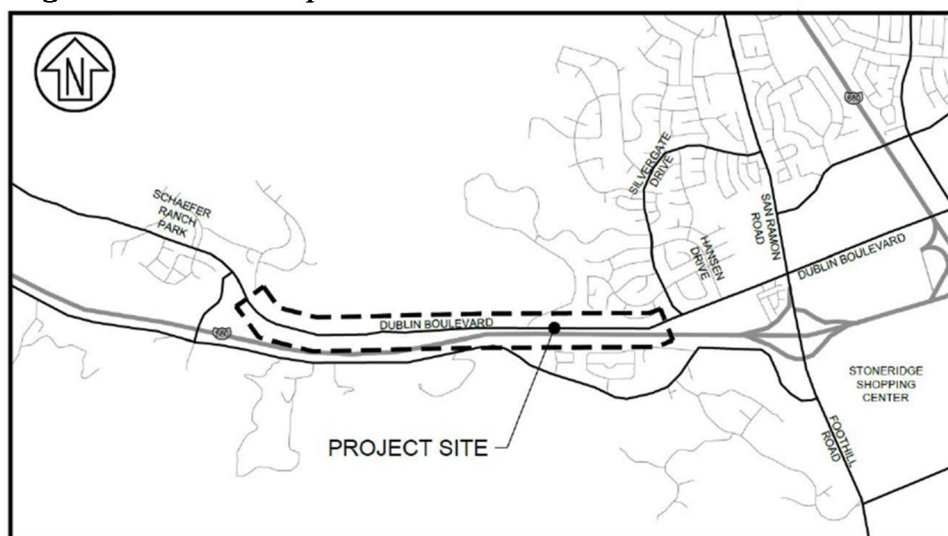
The remaining budget will be retained within the Annual Street Resurfacing Project for use on the other two resurfacing projects currently underway.

#### DESCRIPTION:

On June 25, 2024, the City Council awarded a construction contract in the amount of \$811,000 to VSS International, Inc. for the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117. Cape seal treatments are a versatile and effective preventative maintenance technique used to prolong the life of asphalt concrete roadway pavement. As streets begin to show wear and stress cracks, it is important to seal the cracks to keep water from getting under the roadway pavement. A cape seal is a two-step pavement treatment method that combines an asphalt rubber chip seal (fine aggregates) with a slurry seal (sand/oil mixture). This seals cracks and provides a new uniform wearing surface improving ride quality.

The 2024 project resurfaced an approximately 1.7-mile portion of Dublin Boulevard between Silvergate Drive and Marshall Canyon Drive with a cape seal surface treatment, as shown on the location map below. The total project included approximately 337,000 square feet of cape seal treatment.

**Figure 1. Location Map**



Staff has determined that the project is complete and recommends that the City Council accept the project and begin the warranty period.

**STRATEGIC PLAN INITIATIVE:**

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted. A copy of this Staff Report was provided to VSS International, Inc. and to the Independent Watchdog Committee of the Alameda County Transportation Commission.

**ATTACHMENTS:**

- 1) Resolution Accepting the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117
- 2) CIP No. ST0117

**RESOLUTION NO. XX - 25**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF DUBLIN**

**ACCEPTING THE ANNUAL STREET RESURFACING (2024 CAPE SEAL) PROJECT, CIP  
NO. ST0117**

**WHEREAS**, on June 25, 2024, the City entered into a Construction Contract with VSS International, Inc. for the Annual Street Resurfacing (2024 Cape Seal) Project, that resurfaced a 1.7-mile segment of Dublin Boulevard; and

**WHEREAS**, said improvements have been completed in accordance with plans and specifications, and any approved modifications thereof, to the satisfaction of the City Engineer of the City of Dublin; and

**WHEREAS**, as a condition of the contract, VSS International, Inc. is required to warranty the improvements for a period of one year following the completion of the work and maintain a maintenance bond in the amount of 10% of the final contract value.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby accept the Annual Street Resurfacing (2024 Cape Seal) Project, CIP No. ST0117 and authorize Staff to file a Notice of Completion with Alameda County.

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the retention, if after 35 days of filing the Notice of Completion there are no subcontractor claims.

**BE IT FURTHER RESOLVED** that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the maintenance bond at the end of the one-year warranty period.

{Signatures on the following page}

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

Mayor

---

City Clerk

**Number – ST0117****ANNUAL STREET RESURFACING****Program – STREETS****PROJECT DESCRIPTION**

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to the available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 80.

**PROJECT TIMELINE:** The project is currently in various stages of design or construction. Improvements are typically constructed each year between spring and fall.

**ANNUAL OPERATING IMPACT:** None.

**2024-2029 CAPITAL IMPROVEMENT PROGRAM**

| ESTIMATED COSTS            | PRIOR YEARS         | 2024-2029 CAPITAL IMPROVEMENT PROGRAM |                    |                    |                    |                    | FUTURE YEARS | TOTALS              |
|----------------------------|---------------------|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------|---------------------|
|                            |                     | 2024-2025                             | 2025-2026          | 2026-2027          | 2027-2028          | 2028-2029          |              |                     |
| 9100 – Salaries & Benefits | \$227,235           | \$167,500                             | \$167,500          | \$167,500          | \$167,500          | \$167,500          |              | \$1,064,735         |
| 9200 – Contract Services   | \$2,509,344         | \$775,000                             | \$775,000          | \$775,000          | \$775,000          | \$775,000          |              | \$6,384,344         |
| 9400 – Improvements        | \$12,737,648        | \$3,550,000                           | \$3,550,000        | \$3,550,000        | \$3,550,000        | \$3,550,000        |              | \$30,487,648        |
| 9500 – Miscellaneous       | \$56,311            | \$7,500                               | \$7,500            | \$7,500            | \$7,500            | \$7,500            |              | \$93,811            |
| <b>TOTAL</b>               | <b>\$15,530,538</b> | <b>\$4,500,000</b>                    | <b>\$4,500,000</b> | <b>\$4,500,000</b> | <b>\$4,500,000</b> | <b>\$4,500,000</b> |              | <b>\$38,030,538</b> |

| FUNDING SOURCE                                              | PRIOR YEARS         | 2024-2025          | 2025-2026          | 2026-2027          | 2027-2028          | 2028-2029          | FUTURE YEARS | TOTALS              |
|-------------------------------------------------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------|---------------------|
| 1001 – General Fund                                         | \$467,999           | \$1,250,000        | \$2,086,900        | \$1,750,000        | \$1,850,000        | \$1,850,000        |              | \$9,254,899         |
| 2201 – State Gas Tax                                        | \$5,289,941         | \$700,000          | \$413,100          | \$750,000          | \$650,000          | \$650,000          |              | \$8,453,041         |
| 2204 – Measure B Sales Tax – Local Streets Fund (ACTC)      | \$1,784,999         |                    |                    |                    |                    |                    |              | \$1,784,999         |
| 2205 – Measure B Sales Tax – Bike & Pedestrian Fund (ACTC)  | \$300,000           |                    |                    |                    |                    |                    |              | \$300,000           |
| 2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)     | \$2,831,020         | \$200,000          |                    |                    |                    |                    |              | \$3,031,020         |
| 2215 – Measure BB Sales Tax – Bike & Pedestrian Fund (ACTC) | \$304,500           |                    |                    |                    |                    |                    |              | \$304,500           |
| 2216 – Measure B Grants                                     | \$82,500            |                    |                    |                    |                    |                    |              | \$82,500            |
| 2220 – Road Maint. & Rehab. Account (RMRA)                  | \$4,263,599         | \$2,350,000        | \$2,000,000        | \$2,000,000        | \$2,000,000        | \$2,000,000        |              | \$14,613,599        |
| 2304 – Local Recycling Programs                             | \$160,000           |                    |                    |                    |                    |                    |              | \$160,000           |
| 4309 – Mitigation Contributions                             | \$45,980            |                    |                    |                    |                    |                    |              | \$45,980            |
| <b>TOTAL</b>                                                | <b>\$15,530,538</b> | <b>\$4,500,000</b> | <b>\$4,500,000</b> | <b>\$4,500,000</b> | <b>\$4,500,000</b> | <b>\$4,500,000</b> |              | <b>\$38,030,538</b> |



## STAFF REPORT CITY COUNCIL

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Housing Element Implementation - Zoning Ordinance Amendments (PLPA-004020-2024)  
*Prepared by: Kristie Wheeler, Interim Assistant Community Development Director*

### EXECUTIVE SUMMARY:

On January 14, 2025, the City Council considered City-initiated amendments to the Zoning Ordinance to implement certain programs of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance). The City Council waived the first reading and introduced the Ordinance amending the Zoning Ordinance. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

### STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** approving Amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance).

## FINANCIAL IMPACT:

The proposed amendments to the Zoning Ordinance will not result in a financial impact to the City.

## DESCRIPTION:

The City has initiated amendments to the Zoning Ordinance to provide timely and effective implementation of the Housing Element. Amendments are proposed to Dublin Municipal Code (DMC) Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance).

On January 14, 2025, the City Council waived the first reading and introduced the Ordinance approving the proposed Zoning Ordinance Amendments. Please refer to Attachment 2 for a complete description of the proposed Amendments. The City Council is being asked to waive the second reading and adopt the Ordinance included as Attachment 1.

## ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment and are not subject to CEQA review.

## STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability

Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

- 1) Ordinance Approving Amendments to the Zoning Ordinance
- 2) City Council Staff Report dated January 14, 2025 (without attachments)

**ORDINANCE NO. XX – 25****AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF DUBLIN**

**APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.08 (DEFINITIONS), CHAPTER 8.12 (ZONING DISTRICTS AND PERMITTED USES OF LAND), CHAPTER 8.16 (AGRICULTURAL ZONING DISTRICT), CHAPTER 8.20 (RESIDENTIAL ZONING DISTRICTS), CHAPTER 8.24 (COMMERCIAL ZONING DISTRICTS), CHAPTER 8.45 (EMERGENCY SHELTERS), CHAPTER 8.46 (SINGLE ROOM OCCUPANCY UNITS), CHAPTER 8.47 (SUPPORTIVE HOUSING), CHAPTER 8.50 (TRANSITIONAL HOUSING), CHAPTER 8.52 (DENSITY BONUS REGULATIONS), CHAPTER 8.76 (OFF-STREET PARKING AND LOADING REGULATIONS), CHAPTER 8.104 (SITE DEVELOPMENT REVIEW), AND CHAPTER 8.116 (ZONING CLEARANCE) (PLPA-004020-2024)**

The Dublin City Council does ordain as follows:

**SECTION 1. RECITALS**

- A. The City occasionally initiates amendments to the Dublin Municipal Code (DMC) to clarify, add, or amend certain provisions to ensure that the DMC remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.
- B. Staff initiated amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance) (the “Project”) to implement certain programs contained in the General Plan Housing Element.
- C. The Project would implement General Plan Housing Element Programs B.3: Density Bonus, B.10: Objective Design Standards and Streamlined Ministerial Review, B.11: Transitional and Supportive Housing, B.12: Single Room Occupancy Units, B.17: Community Care Facilities, D.3: Emergency Shelters, and D.6: Parking Requirements Near Transit.
- D. The Planning Commission held a duly noticed public hearing on December 10, 2024, during which all interested persons were heard, and adopted Resolution No. 24-09 recommending that the City Council approve the Project.
- E. A Staff Report was submitted to the Dublin City Council recommending approval of the Project.
- F. The City Council held a public hearing on the Project on January 14, 2025, at which time all interested persons had an opportunity to be heard.
- G. Proper notice of said hearing was given in all respects as required by law.

- H. The City Council did hear and consider all said reports, recommendations, and testimony set forth above and used its independent judgment to evaluate the project.

## **SECTION 2. FINDINGS**

- A. Pursuant to Dublin Municipal Code Section 8.120.050.B., the City Council hereby finds that the Project is consistent with the General Plan in that the proposed Dublin Municipal Code Amendments are necessary to implement programs identified in the General Plan Housing Element. Specifically, the proposed Dublin Municipal Code Amendments would implement Programs B3: Density Bonus, B.10: Objective Design Standards and Streamlined Ministerial Review, B.11: Transitional and Supportive Housing, B.12: Single Room Occupancy Units, B.17: Community Care Facilities, D.3: Emergency Shelters, and D.6: Parking Requirements Near Transit.
- B. The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council hereby finds that the Project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the Project will not have a significant effect on the environment and is not subject to CEQA review.

## **SECTION 3. AMENDMENT TO CHAPTER 8.08**

Dublin Municipal Code Section 8.08.020 is amended to remove reference to “small” and “large” Community Care Facility, Supportive Housing and Transitional Housing and amend the following definitions:

### **8.08.020 Definitions (A-Z).**

**Community Care Facility (use type).** The term Community Care Facility shall mean a 24-hour residential facility licensed or supervised by a federal, state or local health/welfare agency providing non-medical care to unrelated persons who are disabled and in need of personal services, supervision or assistance that is essential for sustaining the activities of daily living or for the protection of the individual. This may include, elderly persons, persons in an alcoholism or drug abuse recovery or treatment program, persons with developmental disabilities, physically disabled persons or dependent and neglected children, persons living in an intermediate care facility/developmentally disabled-habilitative, intermediate care facility/ developmentally disabled-nursing, and congregate living health facilities. A Community Care Facility may be located in any type of residence.

**Family.** The term Family shall mean one or more persons who live together in a dwelling as a single, non-profit housekeeping unit.

**Single Room Occupancy Units (use type).** The term Single Room Occupancy Units shall mean a building or buildings constructed or converted for residential living consisting of one-room dwelling units with a minimum size of 150 square feet, where each unit is occupied by a single individual or two persons living together as a domestic unit, and where the living and sleeping space are combined. A one-room dwelling unit is not required to contain a bathroom or a kitchen except that if a bathroom or kitchen is not provided within the unit, such common facilities shall be provided on-site for residents. A unit that contains both a bathroom and kitchen shall be

considered a studio unit and not a Single Room Occupancy Unit. Common facilities for laundry may or may not be provided on-site.

**Supportive Housing (use type).** The term Supportive Housing shall mean housing with no limit on length of stay, that is occupied by a target population, and that is linked to on-site or off-site services that assist the supportive housing resident(s) in retaining housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. A target population means persons, including persons with disabilities, and families who are “homeless,” as that term is defined by Section 11302 of Title 42 of the United States Code, or who are “homeless youth,” as that term is defined by paragraph (2) of subdivision (e) of Section 12957 of the Government Code.

**Transitional Housing (use type).** The term Transitional Housing shall mean a dwelling unit occupied by homeless persons or families, which is operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time which shall be no less than six months.

#### **SECTION 4. AMENDMENT TO CHAPTER 8.12**

Dublin Municipal Code Section 8.12.050 is amended to remove reference to “small” and “large” Community Care Facility, Supportive Housing and Transitional Housing, remove Community Care Facility/Large as a Commercial Use Type and amend portions of the land use matrix as follows:

##### **8.12.050 Permitted and Conditionally Permitted Land Uses.**

| RESIDENTIAL USE TYPE        | A | R-1 | R-2 | R-M | C-O | C-N | C-1  | C-2  | M-P  | M-1  | M-2 |
|-----------------------------|---|-----|-----|-----|-----|-----|------|------|------|------|-----|
| Community Care Facility     | P | P   | P   | P   | -   | -   | C/PC | C/PC | C/PC | C/PC | -   |
| Single Room Occupancy Units | - | -   | -   | -   | -   | -   | -    | P    | -    | -    | -   |
| Supportive Housing          | P | P   | P   | P   | -   | -   | C/PC | C/PC | C/PC | C/PC | -   |
| Transitional Housing        | P | P   | P   | P   | -   | -   | C/PC | C/PC | C/PC | C/PC | -   |

#### **SECTION 5. AMENDMENT TO CHAPTER 8.16**

Dublin Municipal Code Section 8.16.020.A. is amended to read as follows:

##### **8.16.020 A (Agricultural Zoning District)**

**A. Use types permitted in A zoning district.** Animal Keeping - Residential, Community Care Facility, Garage/Yard Sale, Mobile Home, Single Family Residence, Small Family Day Care Home, Large Family Day Care Home, Supportive Housing, Transitional Housing; similar and related uses; temporary uses; and conditional uses. All Agriculture use types as shown in the Land Use Matrix require a Conditional Use Permit by the Zoning Administrator.

#### **SECTION 6. AMENDMENT TO CHAPTER 8.20**

Dublin Municipal Code Section 8.20.020.A.1., Section 8.20.020.A.2, Section 8.20.020.B.1, Section 8.20.020.B.2 and Section 8.20.020.C.2 are amended to read as follows:

##### **8.20.020 Residential Zoning Districts**

**A. R-1 (Single Family Residential Zoning District).**

**1. Intent.** The R-1 zoning district is intended to provide for and protect neighborhoods comprised of detached, single-family homes and residential use types.

**2. Use types permitted in R-1 zoning district.** Animal Keeping – Residential, Community Care Facility, Garage/Yard Sale, Mobile Home, Single Family Residence, Small Family Day Care Home, Large Family Day Care Home, Supportive Housing, Transitional Housing; similar and related uses; temporary uses; and conditional uses.

**B. R-2 (Two Family Residential Zoning District).**

**1. Intent.** The R-2 zoning district is intended to provide for and protect neighborhoods comprised of single-family dwellings and two family dwellings that have development characteristics similar to single-family neighborhoods, duplexes, and residential use types.

**2. Use types permitted in R-2 zoning district.** Animal Keeping – Residential, Community Care Facility, Duplex, Garage/Yard Sale, Mobile Home, Multi-Family Residence, Single Family Residence, Small Family Day Care Home, Large Family Day Care Home, Supportive Housing, Transitional Housing; similar and related uses; temporary uses; and conditional uses.

**C. R-M (Multi-Family Residential Zoning District).**

**2. Use types permitted in R-M zoning district.** The use types intended for the R-M zoning district include Animal Keeping – Residential, Community Care Facility, Duplex, Garage/Yard Sale, Multi-Family Residence, Single Family Residence, Small Family Day Care Home, Large Family Day Care Home, Supportive Housing, Transitional Housing; similar and related uses; temporary uses; and conditional uses.

**SECTION 7. AMENDMENT TO CHAPTER 8.24**

Dublin Municipal Code Section 8.24.020.D.2. is amended to read as follows:

**8.24.020 Commercial Zoning Districts**

**D. C-2 (General Commercial Zoning District).**

**2. Use types permitted in the C-2 zoning district.** Ambulance Service, Automobile/Vehicle Brokerage, Automobile/Vehicle Rentals, Automobile/Vehicle Repairs and Service, Banks and Financial Services, Building Materials Sales, Copying and Blueprinting, Eating and Drinking Establishment, Health Services/Clinics, Laboratory, Mini-Storage, Office – Contractor's, Office – Professional/Administrative, Parking Lot/Garage – Commercial, Personal Services, Repair Shop, Retail – General, Retail – Neighborhood, Retail – Service, Single Room Occupancy Units, and School – Commercial; similar and related uses; temporary uses; and conditional uses.

## **SECTION 8. AMENDMENT TO CHAPTER 8.45**

Dublin Municipal Code Section 8.45.030 is amended to delete subsections F., H., I. and J. and re-letter as follows:

### **8.45.030 Development Standards and Regulations**

**A. Permitted in the M-1 (Light Industrial) Zoning District and Certain PD (Planned Development) Zoning Districts.** An Emergency Shelter may only be established in the M-1 (Light Industrial) Zoning District and similar PD (Planned Development) Zoning Districts if the project site has an Industrial Park or Business Park/Industrial General Plan land use designation.

**B. Compliance with M-1 (Light Industrial) Zoning District Standards.** An Emergency Shelter shall comply with all development standards and regulations contained in Chapter 8.28 (Industrial Zoning Districts) and Chapter 8.36 (Development Regulations) for an M-1 (Light Industrial) Zoning District. An Emergency Shelter located within a PD (Planned Development) Zoning District shall comply with all development standards and regulations contained within the approved Development Plan for the PD Zoning District. Where the PD Zoning District does not specify a development standard or regulation, the M-1 (Light Industrial) standards and regulations shall apply.

**C. Off-Street Parking.** An Emergency Shelter shall comply with all applicable provisions of Chapter 8.76 (Off-Street Parking and Loading Regulations).

**D. On-Site Management and Security.** On-site management and on-site security shall be provided during the hours when the Emergency Shelter is in operation.

**E. External Lighting.** The Emergency Shelter shall provide external lighting in accordance with building security requirements contained in Chapter 7.32 to maintain a safe and secure environment.

**F. Length of Stay.** No individual or family shall reside in an Emergency Shelter for more than 30 consecutive days.

## **SECTION 9. AMENDMENT TO CHAPTER 8.46**

Dublin Municipal Code Section 8.46.020.A. is amended as follows:

### **8.46.020 Permitting Procedures**

**A. C-2 (General Commercial) and Comparable PD (Planned Development) Zoning Districts.** Single Room Occupancy Units that meet the development standards and regulations below shall be permitted in the C-2 Zoning District, or comparable PD Zoning District, subject to a Zoning Clearance by the Community Development Director, which shall be processed in accordance with Chapter 8.116 (Zoning Clearance).

Dublin Municipal Code Section 8.46.020.A.1. is deleted and re-numbered as follows:

- 1.** Common bathroom facilities are provided on-site if individual units do not contain a bathroom.

2. Common kitchen facilities are provided on-site if individual units do not contain a kitchen.
3. Individual Single Room Occupancy Units may contain either kitchen or bathroom facilities, but shall not contain both.
4. Off-street parking is provided in accordance with Chapter 8.76 (Off-Street Parking and Loading Regulations).
5. All new construction or conversion of existing structures complies with Chapter 8.104 (Site Development Review).
6. All other applicable provisions of the Zoning Ordinance are met.

#### **SECTION 10. AMENDMENT TO CHAPTER 8.47**

Dublin Municipal Code Section 8.47.020.A. is deleted and Section 8.47.020.B. is re-lettered and amended to read as follows:

##### **8.47.020 Permitting Procedures**

**A. Supportive Housing.** Supportive Housing that provides shelter in a dwelling unit, and such persons are identified as a target population, shall be permitted in the A (Agricultural ), R-1 (Single Family Residential), R-2 (Two Family Residential), and R-M (Multi-Family Residential), and conditionally permitted in the C-1 (Retail Commercial), C-2 (General Commercial), M-P (Industrial Park), M-1 (Light Industrial) and comparable PD (Planned Development) Zoning Districts if the following development standards and regulations are met:

1. All required findings in Chapter 8.100 (Conditional Use Permit) can be made when a Conditional Use Permit is applicable.
2. On-site or off-site services are provided to assist Supportive Housing residents in retaining housing, improving their health status, and maximizing their ability to live, and where possible, work in the community.
3. Off-street parking is provided in accordance with Chapter 8.76 (Off-Street Parking and Loading Regulations).
4. All new construction or conversion of existing structures complies with Chapter 8.104 (Site Development Review).
5. All other applicable provisions of the Zoning Ordinance are met.

#### **SECTION 11. AMENDMENT TO CHAPTER 8.50**

Dublin Municipal Code Section 8.50.010.A. is deleted and Section 8.50.010.B. is re-lettered and amended to read as follows:

##### **8.50.010 Purpose and Intent.**

The purpose of this Chapter is to provide procedures and standards to encourage and facilitate the establishment of Transitional Housing.

**A. Transitional Housing.** Transitional Housing that provides shelter for persons in a dwelling unit shall be permitted in the A (Agricultural ), R-1 (Single Family Residential), R-2 (Two Family Residential), and R-M (Multi-Family Residential), and conditionally permitted in the C-1 (Retail Commercial), C-2 (General Commercial), M-P (Industrial Park), M-1 (Light Industrial) and comparable PD (Planned Development) Zoning Districts if the following development standards and regulations are met:

1. All required findings in Chapter 8.100 (Conditional Use Permit) can be made when a Conditional Use Permit is applicable.
2. The housing is operated under specific program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at a predetermined future point in time which shall be no less than 6 months.
3. Off-street parking is provided in accordance with Chapter 8.76 (Off-Street Parking and Loading Regulations).
4. All new construction or conversion of existing structures complies with Chapter 8.104 (Site Development Review).
5. All other applicable provisions of the Zoning Ordinance are met.

## **SECTION 12. AMENDMENT TO CHAPTER 8.52**

Dublin Municipal Code Section 8.52.140.E.2. and Section 8.52.140.F.1. are amended to read as follows:

### **8.52.140 Density Bonus Application Review.**

**E.** If a request for a concession or incentive is otherwise consistent with this Chapter, the approval body may deny a concession or incentive only if it makes a written finding, based upon substantial evidence, of one or more of the following:

2. That the concession or incentive would have a specific adverse impact upon public health or safety or on any real property that is listed in the California Register of Historical Resources and/or National Register of Historic Places, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to lower and moderate income households.

**F.** If a request for a waiver or modification is otherwise consistent with this Chapter, the approval body may deny a waiver or modification only if it makes a written finding, based upon substantial evidence, of one of the following:

1. That the waiver or modification would have a specific adverse impact upon health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to lower and moderate income households.

## **SECTION 13. AMENDMENT TO CHAPTER 8.76**

Dublin Municipal Code Section 8.76.050 is amended to add subsection D.3. to read as follows:

**8.76.050 Adjustment to the Number of Parking Spaces**

**D. Parking Exception.**

**3. Near Public Transit.** No off-street parking spaces shall be required for a residential, commercial, or other development project, if the project is located within one-half mile of public transit as defined in Section 2155 of the Public Resources Code, unless otherwise authorized by Section 65863.2 of the Government Code.

Dublin Municipal Code Section 8.76.080 is amended to read as follows:

**8.76.080 Parking Requirements by Use Type.**

Except as provided in Section 8.76.050.D., the number of off-street parking spaces required for the Use Types in this Chapter shall be as provided in this Section. Square footage requirements are in terms of Gross Floor Area.

Dublin Municipal Code Section 8.76.080.B and Section 8.76.080.D are amended to revise the parking requirements for the following use types:

**B. Residential Use Types.** Residential Use Types shall provide off-street parking spaces as follows:

| RESIDENTIAL USE TYPES   | NUMBER OF PARKING SPACES REQUIRED                                                                                                                                  |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community Care Facility | 2 per dwelling                                                                                                                                                     |
| Emergency Shelter       | 1 parking space for each employee on the largest shift, not to exceed the parking requirement for residential or commercial uses in the applicable zoning district |
| Supportive Housing      | 2 per dwelling                                                                                                                                                     |
| Transitional Housing    | 2 per dwelling                                                                                                                                                     |

**D. Commercial Use Types.** Commercial Use Types shall provide off-street parking spaces as follows:

| COMMERCIAL USE TYPES    | NUMBER OF PARKING SPACES REQUIRED                     |
|-------------------------|-------------------------------------------------------|
| Community Care Facility | 1 per 3 employees on largest shift, plus 1 per 3 beds |
| Supportive Housing      | 1 per 3 employees on largest shift, plus 1 per 3 beds |
| Transitional Housing    | 1 per 3 employees on largest shift, plus 1 per 3 beds |

#### **SECTION 14. AMENDMENT TO CHAPTER 8.104**

Dublin Municipal Code Section 8.104.090.C. and Section 8.104.090.F. are amended to read as follows:

##### **8.104.090 Required Findings.**

**C.** Except where the project is a “Housing Development Project” as defined in Government Code Section 65589.5(h)(2), the design of the project is appropriate to the City, the vicinity, surrounding properties and the lot in which the project is proposed.

**F.** Except where the project is a “Housing Development Project” as defined in Government Code Section 65589.5(h)(2), architectural considerations including the character, scale and quality of the design, site layout, the architectural relationship with the site and other buildings, screening of unsightly uses, lighting, building materials and colors and similar elements result in a project that is harmonious with its surroundings and compatible with other development in the vicinity.

#### **SECTION 15. AMENDMENT TO CHAPTER 8.116**

Dublin Municipal Code Section 8.116.020 is amended to add subsection L. to read as follows:

##### **8.116.020 Applications Requiring a Zoning Clearance.**

**L. Single Room Occupancy Units.** Single Room Occupancy Units that meet the standards specified in Chapter 8.46 (Single Room Occupancy Requirement).

#### **SECTION 16. POSTING OF ORDINANCE**

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

#### **SECTION 17. EFFECTIVE DATE**

This Ordinance shall take effect 30 days following its adoption.

{Signatures on the Following Page}

**PASSED, APPROVED AND ADOPTED** this 4th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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Mayor

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City Clerk



## STAFF REPORT

### CITY COUNCIL

DATE: January 14, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Housing Element Implementation - Zoning Ordinance Amendments (PLPA-4020-2024)  
*Prepared by: Kristie Wheeler, Interim Assistant Community Development Director*

#### EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to the Zoning Ordinance to implement certain programs of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance). The City Council will also consider an exemption from the requirements of the California Environmental Quality Act.

#### STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, waive the reading, and INTRODUCE the Ordinance Approving Amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance).

## FINANCIAL IMPACT:

None.

## DESCRIPTION:

### Background

Each local government in California is required to adopt a comprehensive, long-term General Plan for the physical development of the jurisdiction. A certified Housing Element is one of seven mandatory elements of the General Plan. Housing Element law mandates that local governments update their Housing Element every eight years to demonstrate how the jurisdiction has adequately planned to meet the existing and projected housing needs of all economic segments of the community.

On November 15, 2022, the City Council adopted Resolution No. 133-22, which approved the draft Housing Element and associated General Plan and Specific Plan amendments and rezonings. The Resolution also directed staff to submit the draft Housing Element to the State Department of Housing and Community Development (HCD) for review and certification. On November 18, 2022, staff submitted the draft 2023-2031 Housing Element for review and certification. The Housing Element was certified by HCD on January 19, 2024, and includes a number of programs that are required to be implemented by the City.

### Proposed Project

The City has initiated amendments to the Zoning Ordinance to provide timely and effective implementation of the Housing Element. Amendments are proposed to Dublin Municipal Code (DMC) Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance). The proposed amendments would implement the following Housing Element programs:

**B.3: Density Bonus** – Review and revise the Density Bonus Ordinance to ensure continued compliance with State law through the Planning Period.

**B.10: Objective Design Standards and Streamlined Ministerial Review** – Amend the Site Development Review Permit findings to remove subjective language in Findings 3 and 6 to provide objective standards in accordance with Senate Bill (SB) 35.

**B.11: Transitional and Supportive Housing** – Amend the Zoning Ordinance to comply with statutory requirements by permitting transitional and supportive housing as a residential use by-right in all zones where housing is permitted and only subject to those restrictions that apply to other residential dwellings of the same types in the same zones.

**B.12: Single Room Occupancy Units (SROs)** – Review permitting procedures for SROs and amend

DMC Section 8.12.050 to remove potential constraints.

**B.17: Community Care Facilities** – Amend the Zoning Ordinance to allow community care facilities in all zones allowing residential uses. Amend the Zoning Ordinance to revise the definition of "Family" to eliminate constraints to persons with disabilities.

**D.3: Emergency Shelters** – Review and amend, if necessary, the Emergency Shelters Ordinance for consistency with Government Code Section 65583(a)(4). Amend the Emergency Shelters Ordinance and Zoning Ordinance to comply with Assembly Bill (AB) 139 parking requirements.

**D.6: Parking Requirements Near Public Transit** – Amend Zoning Ordinance to comply with the requirements established in AB 2097.

#### Analysis

The following provides an overview of the proposed amendments to the Zoning Ordinance:

**Chapter 8.08 (Definitions)** – Amendments to Chapter 8.08 are proposed to remove reference to "small" and "large" in the definitions of "Community Care Facility," "Supportive Housing" and "Transitional Housing" and to ensure that the definitions of each are consistent with applicable Government Code requirements. In addition, the definition of "Family" has been updated to eliminate constraints to disabled persons. Finally, the definition of "Single-Room Occupancy Unit" has been updated to provide a minimum size requirement.

**Chapter 8.12 (Zoning Districts and Permitted Uses of Land)** – Amendments are proposed to the permitted and conditionally permitted land use matrix to remove reference to "small" and "large" "Community Care Facility," "Supportive Housing" and "Transitional Housing" and to permit each land use in zoning districts that permit residential uses by-right and require a Conditional Use Permit approved by the Planning Commission for each land use type in the C-1 (Retail Commercial), C-2 (General Commercial), M-P (Industrial Park) and M-1 (Light Industrial) zoning districts. In addition, the matrix would be amended to permit "Single-Room Occupancy Units" in the C-2 zoning district.

**Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts) and Chapter 8.24 (Commercial Zoning Districts)** – Amendments are proposed to Chapters 8.16, 8.20 and 8.24 to provide consistency with the amendments proposed to the land use matrix in Chapter 8.12 related to community care facilities, supportive housing, transitional housing and single-room occupancy units.

**Chapter 8.45 (Emergency Shelters)** – Amendments are proposed to the development standards in Chapter 8.45 to ensure that they are consistent with Government Code Section 65583(a)(4).

**Chapter 8.46 (Single Room Occupancy Units)** – Amendments are proposed to Chapter 8.46 to remove potential constraints to development of single room occupancy units, including permitting them by-right subject to ministerial approval of a Zoning Clearance.

**Chapter 8.47 (Supportive Housing) and Chapter 8.50 (Transitional Housing)** – Amendments are

proposed to Chapters 8.47 and 8.50 to remove reference to “small” and “large” and update where supportive housing and transitional housing are permitted by-right and where they require approval of a Conditional Use Permit.

**Chapter 8.52 (Density Bonus Regulations)** – Amendments are proposed to Chapter 8.52 to ensure continued compliance with State law.

**Chapter 8.76 (Off-Street Parking and Loading Regulations)** – Amendments are proposed to Chapter 8.76 to add an exception to the City’s off-street parking requirements for residential, commercial and other development projects located within one-half mile of public transit as defined by Section 2155 of the Public Resources Code consistent with AB 2097. In addition, proposed off-street parking requirements for community care facilities, supportive housing and transitional housing would be updated to ensure that they are the same as would be applied to other residential uses in the same zoning districts. Finally, proposed parking requirements for emergency shelters would be amended consistent with AB 139.

**Chapter 8.104 (Site Development Review)** – Amendments are proposed to two of the findings required to approve a Site Development Review Permit contained in DMC Sections 8.104.090(C) and (F) to clarify that they would not apply to a housing development project subject to ministerial review under SB 35 as defined by Government Code Section 65589.5(h)(2).

**Chapter 8.116 (Zoning Clearance)** – Amendments to Chapter 8.116 are proposed to add single room occupancy units as a project that requires ministerial approval of a Zoning Clearance.

Attachment 1 is the draft Ordinance approving the proposed Zoning Ordinance Amendments. A redlined version of the proposed Zoning Ordinance Amendments is included as Attachment 2 where underlined text is proposed to be added and text with a ~~strikethrough~~ is proposed to be deleted.

#### Consistency with the General Plan, Specific Plans, and Zoning Ordinance

The proposed Zoning Ordinance Amendments are consistent with the Dublin General Plan in that the amendments are necessary to implement programs identified in the Housing Element. Specifically, the proposed Zoning Ordinance Amendments would implement Programs B3: Density Bonus, B.10 Objective Design Standards and Streamlined Ministerial Review, B.11 Transitional and Supportive Housing, B.12 Single Room Occupancy Units, B.17: Community Care Facilities, D.3: Emergency Shelters, and D.6: Parking Requirements Near Transit.

#### ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment and are not subject to CEQA review.

## PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing on December 10, 2024, to consider the proposed Zoning Ordinance Amendments and unanimously recommended approval to the City Council. Planning Commission Resolution No. 24-09 is included as Attachment 3.

## STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability

Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* and posted at several locations throughout the City. Additionally, the City Council Agenda was posted.

## ATTACHMENTS:

- 1) Ordinance Approving Amendments to the Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.16 (Agricultural Zoning District), Chapter 8.20 (Residential Zoning Districts), Chapter 8.24 (Commercial Zoning Districts), Chapter 8.45 (Emergency Shelters), Chapter 8.46 (Single Room Occupancy Units), Chapter 8.47 (Supportive Housing), Chapter 8.50 (Transitional Housing), Chapter 8.52 (Density Bonus Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance)
- 2) Redlined Zoning Ordinance Amendments
- 3) Planning Commission Resolution No. 24-09 Recommending City Council Approval of Amendments to the Zoning Ordinance



## STAFF REPORT

### CITY COUNCIL

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Planned Development Rezoning (PLPA-004094-2024)  
*Prepared by: Kristie Wheeler, Interim Assistant Community Development Director*

#### EXECUTIVE SUMMARY:

On January 14, 2025, the City Council considered a City-initiated rezoning of four residential properties located at 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development (PD) Residential to R-M (Multi-Family Residential) in response to the recently certified General Plan Housing Element. Pursuant to Housing Element Program B.18: Planned Development (PD) Zoning, City staff has reviewed vacant and underutilized residential properties with existing PD zoning that already allow residential uses, and proposes to rezone these properties to a residential zoning district with established development standards. No development is proposed at this time. The City Council waived the first reading and introduced the Ordinance amending the Zoning Map and approving the proposed rezoning. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

#### STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Amending the Zoning Map and Rezoning Property Located at 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development (PD) to R-M (Multi-Family Residential).

#### FINANCIAL IMPACT:

The proposed rezoning will not result in a financial impact to the City.

## DESCRIPTION:

The City has initiated a rezoning of four residential properties located at 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development (PD) Residential to R-M (Multi-Family Residential) in response to the recently certified Housing Element.

On January 14, 2025, the City Council waived the first reading and introduced the Ordinance amending the Zoning Map and approving the proposed rezoning as provided in Attachment 1. The January 14, 2025 City Council staff report is included as Attachment 2.

## ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed rezoning is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the General Plan land use designations for the subject properties, which establish maximum density and intensity of development, would not change and, thus, the potential development permitted under the current and proposed zoning would not change. Furthermore, no development is proposed at this time. Therefore, it can be seen with certainty that there is no possibility that the rezoning would have a significant effect on the environment and is not subject to CEQA review.

## STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability

Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

## NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

## ATTACHMENTS:

- 1) Ordinance Amending the Zoning Map and Rezoning Property Located at 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development (PD) to R-M (Multi-Family Residential)
- 2) City Council Staff Report dated January 14, 2025 (without attachments)

**ORDINANCE NO. xx-25**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF DUBLIN**

**AMENDING THE ZONING MAP AND REZONING PROPERTY LOCATED AT 5378, 5868,  
6060 AND 7440 TASSAJARA ROAD FROM PLANNED DEVELOPMENT (PD) TO R-M  
(MULTI-FAMILY RESIDENTIAL)  
(APNS 986-0003-001-02, 986-0028-002-00, 986-0027-001-00 AND  
986-0004-001-00)  
(PLPA-004094-2024)**

**THE CITY COUNCIL OF THE CITY OF DUBLIN DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. RECITALS**

- A. The City initiated a Rezoning of four residential properties located at 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development (PD) Residential to R-M (Multi-Family Residential).
- B. The proposed Rezoning would implement Housing Element Program B.18: Planned Development (PD) Zoning.
- C. The Planning Commission held a duly noticed public hearing on December 10, 2024, during which all interested persons were heard, and adopted Resolution No. 24-10 recommending that the City Council approve the Rezoning.
- D. A Staff Report was submitted to the Dublin City Council recommending approval of the Rezoning.
- E. The City Council held a public hearing on the Rezoning on January 14, 2025, at which time all interested persons had an opportunity to be heard.
- F. Proper notice of said hearing was given in all respects as required by law.
- G. The City Council did hear and consider all said reports, recommendations, and testimony set forth above and used its independent judgment to evaluate the project.

**SECTION 2. FINDINGS**

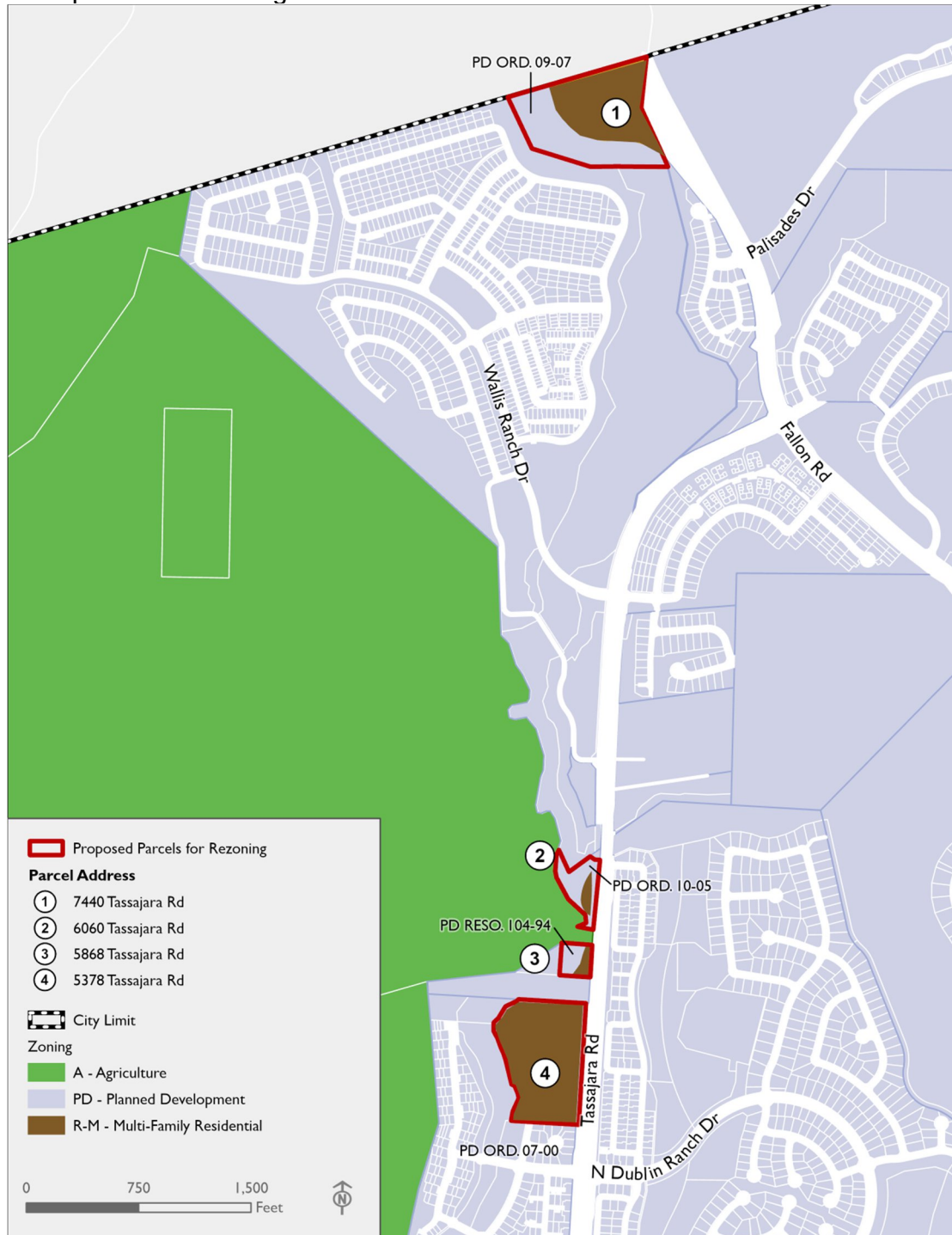
- A. Pursuant to Dublin Municipal Code Section 8.120.050.B., the City Council hereby finds that the Rezoning is consistent with the General Plan in that the Rezoning would continue to allow residential uses and the Rezoning is necessary to implement Housing Element Program B.18.
- B. The California Environmental Quality Act ("CEQA"), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Rezoning is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the General Plan land use designations for the subject properties, which establish maximum density and intensity of development, would not change and, thus, the potential development permitted under the current and proposed zoning would not change.

Furthermore, no development is proposed at this time. Therefore, it can be seen with certainty that there is no possibility that the Rezoning would have a significant effect on the environment and is not subject to CEQA.

### **SECTION 3. ZONING MAP AMENDMENT**

Pursuant to Dublin Municipal Code Chapter 8.120, the Dublin Zoning Map is hereby amended to to Rezone 5378, 5868, 6060 and 7440 Tassajara Road from Planned Development (PD) Residential to R-M (Multi-Family Residential).

A map of the Rezoning is shown below:



**SECTION 4. EFFECTIVE DATE**

This Ordinance shall take effect thirty (30) days following its adoption.

**SECTION 5. POSTING OF ORDINANCE**

The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) 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** this 4th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk



## STAFF REPORT

### CITY COUNCIL

DATE: January 14, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Planned Development Rezoning (PLPA-4094-2024)  
*Prepared by: Kristie Wheeler, Interim Assistant Community Development Director*

#### EXECUTIVE SUMMARY:

The City Council will consider a City-initiated rezoning of four residential properties located at 5378, 5868, 6060, and 7440 Tassajara Road from Planned Development (PD) Residential to R-M (Multi-Family Residential) in response to the recently certified General Plan Housing Element. Pursuant to Housing Element Program B.18: Planned Development (PD) Zoning, City staff has reviewed vacant and underutilized residential properties with existing PD zoning and proposes to rezone these properties to a residential zoning district with established development standards. No development is proposed at this time. The City Council will also consider an exemption from the requirements of the California Environmental Quality Act.

#### STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, waive the reading, and INTRODUCE the Ordinance Amending the Zoning Map and Rezoning Property Located at 5378, 5868, 6060, and 7440 Tassajara Road from Planned Development (PD) to R-M (Multi-Family Residential).

#### FINANCIAL IMPACT:

None.

#### DESCRIPTION:

##### Background

Each local government in California is required to adopt a comprehensive, long-term General Plan for the physical development of the jurisdiction. A certified Housing Element is one of seven mandatory elements of the General Plan. Housing Element law mandates that local governments update their Housing Element every eight years to demonstrate how the jurisdiction has adequately planned to meet the existing and projected housing needs of all economic segments of

the community.

On November 15, 2022, the City Council adopted Resolution No. 133-22, which approved the draft Housing Element and associated General Plan and Specific Plan amendments and rezonings. The Resolution also directed Staff to submit the draft Housing Element to the State Department of Housing and Community Development (HCD) for review and certification. On November 18, 2022, Staff submitted the draft 2023-2031 Housing Element for review and certification. The Housing Element was certified by HCD on January 19, 2024, and includes a number of programs that are required to be implemented by the City, including the subject of this Staff Report.

### Proposed Project

The City initiated a rezoning of four residential properties located at 5378, 5868, 6060, and 7440 Tassajara Road from Planned Development (PD) Residential to R-M (Multi-Family Residential) in response to the recently certified Housing Element. Table 1 provides a summary of the proposed rezoning. Figure 1 shows the existing General Plan land use designations for the four properties and Figure 2 shows the existing zoning.

**Table 1: Summary of Proposed Rezoning**

| Property Address    | Property Size | Existing Use                                                    | Existing General Plan Land Use                 | Existing Zoning            | Proposed Zoning |
|---------------------|---------------|-----------------------------------------------------------------|------------------------------------------------|----------------------------|-----------------|
| 5378 Tassajara Road | 9.43 acres    | Equestrian center, single-family home and associated structures | Medium Density Residential                     | PD (Ordinance No. 07-00)   | R-M             |
| 5868 Tassajara Road | 1 acre        | Single-family home and associated structures                    | Medium Density Residential and Stream Corridor | PD (Resolution No. 104-94) | R-M*            |
| 6060 Tassajara Road | 3.12 acres    | Single-family home and associated structures                    | Medium Density Residential and Open Space      | PD (Ordinance No. 10-05)   | R-M*            |
| 7440 Tassajara Road | 12.5 acres    | Single-family home and associated structures                    | Medium Density Residential and Open Space      | PD (Ordinance No. 09-07)   | R-M*            |

\* Rezoning from PD to R-M would only apply to the portion of the property with a Medium Density Residential land use designation

Figure 1: Existing General Plan Land Use Designations

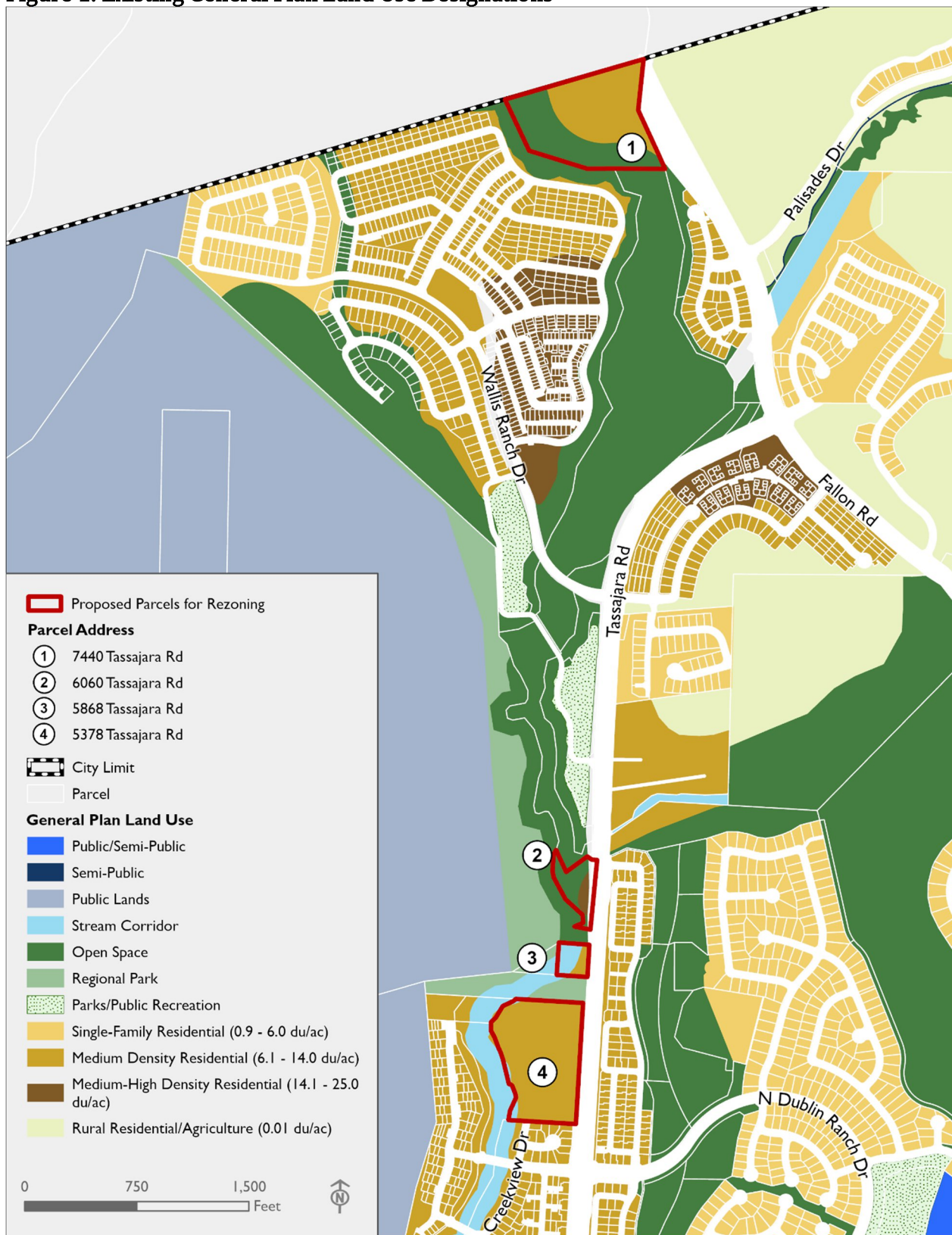


Figure 2: Existing Zoning

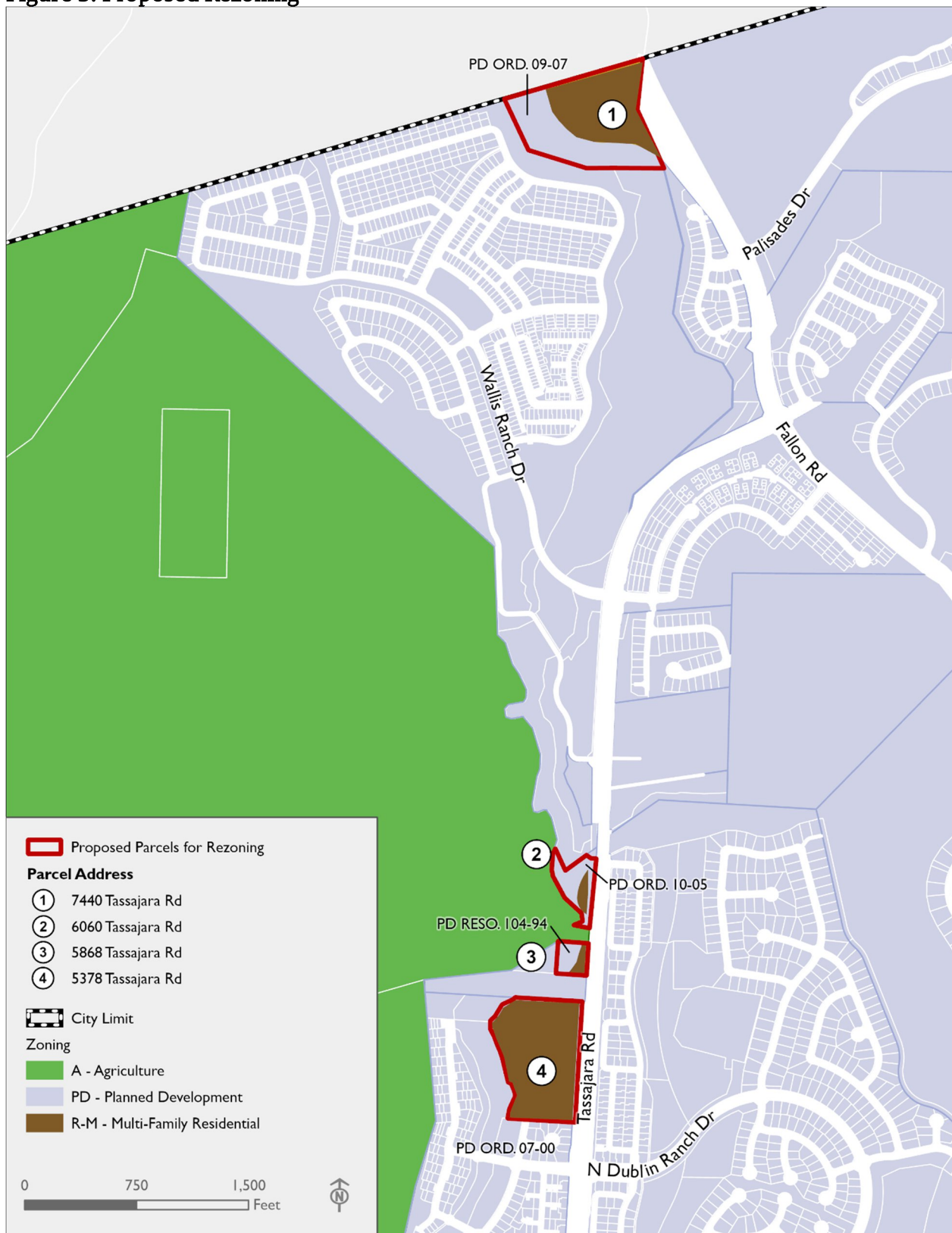


### Analysis

To eliminate potential constraints to housing development, Housing Element Program B.18: Planned Development (PD) Zoning specifies that the City will review vacant and underutilized residential properties with existing PD zoning for residential uses and rezone those properties to a residential zoning district with established development standards. Development of property with PD zoning requires legislative action by the City Council, which HCD views as a constraint to residential development. The purpose of the proposed rezoning is to ensure that PD zoning is not mandated on residential properties. The four subject properties would be rezoned R-M but the property owners would still have the option to pursue PD zoning in the future if they desire greater flexibility regarding development standards. The rezoning would benefit property owners by providing zoning certainty without requiring further legislative action by the City while also maintaining the flexibility of PD zoning as an option.

The proposed project would rezone four residential properties with existing PD zoning to R-M. As shown in Table 1 and Figure 1, above, three of the four properties include General Plan land use designations of Open Space or Stream Corridor. Therefore, only those portions of the three properties with a Medium Density Residential land use designation would be rezoned R-M. The remaining portions with Open Space or Stream Corridor land use designations would maintain their existing PD zoning. Refer to Figure 3 for the proposed rezoning.

Figure 3: Proposed Rezoning



Attachment 1 is the draft Ordinance amending the Zoning Map and approving the proposed rezoning.

#### Consistency with the General Plan, Specific Plans, and Zoning Ordinance

The proposed rezoning of the four subject properties from PD to R-M is consistent with the Dublin General Plan in that the rezoning would continue to allow residential uses and the rezoning is necessary to implement Housing Element Program B.18.

#### ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed rezoning is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the General Plan land use designations for the subject properties, which establish maximum density and intensity of development, would not change and, thus, the potential development permitted under the current and proposed zoning would not change. Furthermore, no development is proposed at this time. Therefore, it can be seen with certainty that there is no possibility that the rezoning would have a significant effect on the environment and is not subject to CEQA review.

#### PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing on December 10, 2024, to consider the proposed rezoning and unanimously recommended approval to the City Council. Planning Commission Resolution No. 24-10 is included as Attachment 2.

#### STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability

Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

#### NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Planning staff mailed letters to each of the four property owners notifying them of the City-initiated rezoning of their properties and offering to meet with them if they had any questions. To date, Staff has spoken with the property owner at 5378 Tassajara Road and they did not express opposition to the rezoning.

In accordance with State law, a public notice was mailed to the subject property owners and all property owners and occupants within 300 feet of the subject properties. A public notice was also published in the *East Bay Times* and posted at several locations throughout the City. Additionally, the City Council Agenda was posted.

**ATTACHMENTS:**

- 1) Ordinance Amending the Zoning Map and Rezoning Property Located at 5378, 5868, 6060, and 7440 Tassajara Road from Planned Development (PD) to R-M (Multi-Family Residential)
- 2) Planning Commission Resolution No. 24-10 Recommending City Council Approval of the Ordinance Amending the Zoning Map and Approving the Rezoning



## STAFF REPORT CITY COUNCIL

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Tract 8650 Francis Ranch – Final Map Notice  
*Prepared by: Gabrielle Abdon, Senior Civil Engineer*

### EXECUTIVE SUMMARY:

The City Council will receive a notification of the City Engineer's pending approval of the Final Map for Tract 8650, Francis Ranch.

### STAFF RECOMMENDATION:

Receive the notification.

### FINANCIAL IMPACT:

There is no impact to the General Fund.

### DESCRIPTION:

The Francis Ranch development (formerly known as East Ranch) is located north of Interstate 580, east of Fallon Road and the Jordan Ranch development, south of the Positano development, and adjacent to the City's eastern city boundary. The development is being subdivided into six neighborhoods. The developer has prepared a final map, Tract 8650, for Neighborhood 6. In accordance with Chapter 9.24.080 of the City of Dublin Municipal Code, this is notice of the following:

City Engineer's pending decision on the following Final Map:

| Tract | Location                      | Developer                 | Number of Units/Lots | Type                          | Proposed Decision |
|-------|-------------------------------|---------------------------|----------------------|-------------------------------|-------------------|
| 8650  | Francis Ranch, Neighborhood 6 | TH East Ranch Dublin, LLC | 72 Lots              | Single Family and Condominium | Approve           |

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Tract 8650 Final Map

OWNER'S STATEMENT:

THE UNDERSIGNED DOES HEREBY STATE THAT HE/SHE/THEY IS/ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE TRACT BOUNDARY LINE OF THIS FINAL MAP ENTITLED: "TRACT 8650, FRANCIS RANCH, NEIGHBORHOOD 6, CROAK PROPERTY", CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT HE/SHE/THEY CONSENT(S) TO THE PREPARATION AND FILING OF SAID MAP; THAT SAID MAP DOES PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY THEIR NUMBER AND PRECISE LENGTH AND WIDTH; AND THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARIES, COURSES, AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE CITY OF DUBLIN FOR PUBLIC PURPOSES:

1. THE REAL PROPERTY DESIGNATED AS PARCEL B ARE FOR THE PURPOSE OF PUBLIC PARKS. MAINTENANCE OF SAID PUBLIC PARKS TO BE THE RESPONSIBILITY OF THE CITY OF DUBLIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF DUBLIN AS EASEMENTS FOR PUBLIC PURPOSES:

1. THE AREAS IN, UNDER, ALONG, AND ACROSS ANY AREA OR STRIP OF LAND DESIGNATED AS PUBLIC SERVICE EASEMENTS (PSE), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, ARE DEDICATED TO THE CITY OF DUBLIN FOREVER FOR THE "PURPOSES OF PUBLIC SERVICES" (AS HEREIN DEFINED), THE "PURPOSES OF PUBLIC SERVICES" SHALL INCLUDE THE CONSTRUCTION, RECONSTRUCTION, REMOVING, REPLACING, REPAIRING, MAINTAINING, OPERATING, AND USING "PUBLIC SERVICE FACILITIES" (AS DEFINED HEREIN), AND ACCESS THROUGH THE PUBLIC SERVICE EASEMENT FOR THESE PURPOSES. "PUBLIC SERVICE FACILITIES" SHALL INCLUDE PUBLIC UTILITIES, FIRE HYDRANTS, ELECTROLIERS, IRRIGATION SYSTEMS, SIGNS AND TRAFFIC SIGNALS, AND ALL NECESSARY APPURTENANCES THERETO SUCH AS BRACES, CONNECTIONS, FASTENINGS, APPLIANCES, AND FIXTURES FOR USE IN CONNECTION THEREWITH. ALL PUBLIC SERVICE EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS OR STRUCTURES OF ANY KIND, WITH THE SOLE EXCEPTION OF PUBLIC SERVICE FACILITIES. ALL PUBLIC SERVICE EASEMENTS SHALL BE CONSIDERED PUBLIC "WAYS" AS THAT TERM IS USED IN CALIFORNIA PUBLIC UTILITIES CODE SECTION 6202, AND ALL PUBLIC UTILITIES HOLDING A VALID FRANCHISE FROM THE CITY SHALL HAVE THE RIGHT TO USE THE PUBLIC SERVICE EASEMENTS IN ACCORDANCE WITH THE TERMS OF THE FRANCHISE.
2. THE AREAS DESIGNATED AS EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) AS SHOWN UPON SAID MAP, FOR INGRESS AND EGRESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.
3. THE AREAS OR STRIPS OF LAND DESIGNATED AS PUBLIC UTILITY EASEMENT (PUE), AS SHOWN UPON SAID MAP, ARE HEREBY DEDICATED AS EASEMENTS TO THE PUBLIC FOREVER, WITH THE RIGHT OF INGRESS AND EGRESS, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING APPLICABLE UTILITY STRUCTURES, AND ALL APPURTENANCES THERETO, UNDER, UPON AND OVER SAID AREAS OR STRIPS OF LAND. SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES.

THE AREAS DESIGNATED AS DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD) ARE HEREBY IRREVOCABLY OFFERED FOR DEDICATION BY SEPARATE INSTRUMENT TO DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD), OR ITS DESIGNEE IN GROSS, AS A SUBSURFACE EASEMENT AND SURFACE EASEMENT FOR POTABLE AND RECYCLED WATER AND SANITARY SEWER PURPOSES, INCLUDING ACCESS THERETO, FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENTS OF WORKS, IMPROVEMENTS, AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NOR SHALL ANYTHING BE DONE THEREIN, NOR ACCESS RESTRICTED THERETO WHICH MAY INTERFERE WITH DSRSD'S FULL ENJOYMENT OF SAID EASEMENT.

AND THE UNDERSIGNED DOES HEREBY RESERVE TO ITSELF AND TO THE OWNERS, RESIDENTS, CUSTOMERS AND OTHERS DESIGNATED BY THE HOMEOWNER'S ASSOCIATION OF TRACT 8650, THE AREAS MARKED AS BLOOM STREET, CONTOUR AVENUE, EVERGREEN AVENUE, GLADE STREET, MOONGLADE ROAD, PERENNIAL STREET, PROMINENCE AVENUE, SADDLEBACK AVENUE, WAYFAIRING AVENUE, AND PRIVATE ACCESS EASEMENT (PAE) AS SHOWN UPON SAID MAP. SAID AREAS ARE FOR THE PURPOSE OF BUT NOT LIMITED TO, PRIVATE INGRESS AND EGRESS, PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE STORM DRAINS, OVERLAND DRAINAGE RELEASE, LANDSCAPING AND ALL APPURTENANCES. MAINTENANCE OF SAID PRIVATE ACCESS WAYS IS TO BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION GOVERNING TRACT 8650, ALL IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS GOVERNING TRACT 8650. SAID AREAS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC AND ARE TO BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION GOVERNING TRACT 8650 BY SEPARATE INSTRUMENT.

AND THE UNDERSIGNED DOES HEREBY RESERVE FOR FUTURE DEDICATION TO THE HOMEOWNERS ASSOCIATION PARCEL A AND PARCELS 61 THROUGH 72, AS SHOWN UPON SAID MAP. SAID PARCELS A AND 61 THROUGH 72 TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

AND THE UNDERSIGNED DOES HEREBY RESERVE FOR FUTURE DEDICATION TO THE HOMEOWNERS ASSOCIATION PARCEL C, AS SHOWN UPON SAID MAP. SAID PARCEL IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR LANDSCAPE PURPOSES. SAID PARCEL C IS TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES AND/OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

AS OWNERS: ARROYO CAP IV-3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ARROYO CAP IV-2, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
ITS SOLE MEMBER

BY: ARROYO CAPITAL IV, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
ITS SOLE MEMBER

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

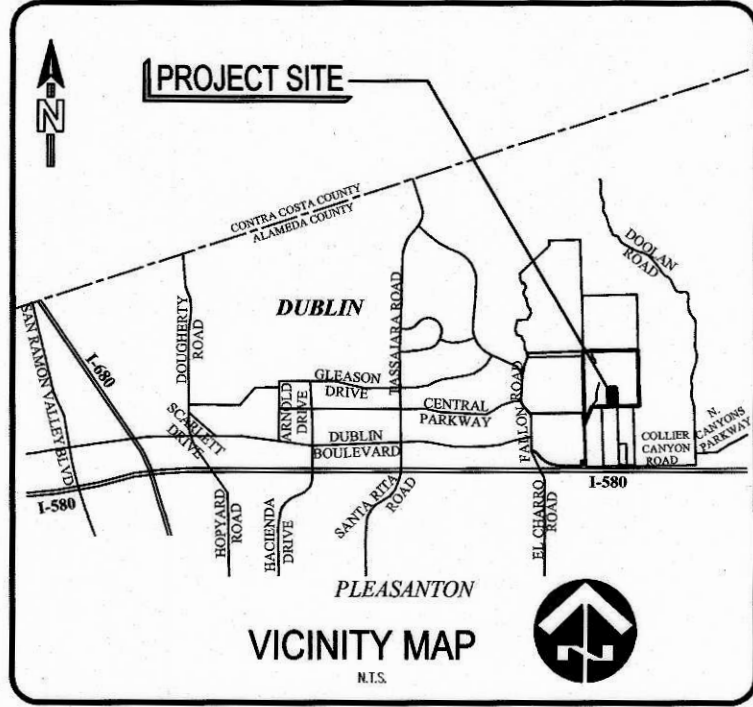
TRACT 8650  
FRANCIS RANCH, NEIGHBORHOOD 6  
CROAK PROPERTY

OF WHICH LOTS 61 THROUGH 72 SHOWN HEREON ARE FOR  
CONDOMINIUM PURPOSES

A SUBDIVISION OF PARCELS 8 AND 11 OF TRACT 8563,  
RECORDED IN BOOK 371 OF MAPS PAGE 12-22, ALAMEDA COUNTY  
RECORDS, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

**Mackay & Somp**

ENGINEERS PLANNERS SURVEYORS  
5142B FRANKLIN DR, SUITE B  
PLEASANTON, CA 94588 (925)225-0690  
JANUARY 2025



OWNER'S ACKNOWLEDGMENT:

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 \_\_\_\_\_, 2025, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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:

SIGNATURE: \_\_\_\_\_

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION # OF NOTARY: \_\_\_\_\_

SOILS REPORT NOTE:

A GEOTECHNICAL REPORT, DATED FEBRUARY 17, 2022, HAS BEEN PREPARED BY ENGEQ INCORPORATED, JOB NO. 5101.001.002 "GEOTECHNICAL EXPLORATION", FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF DUBLIN.

OPTIONEE'S STATEMENT:

THE UNDERSIGNED, TH EAST RANCH DUBLIN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THE DOCUMENTS RECORDED ON SEPTEMBER 29, 2023, AS DOCUMENT NO. 2023111607, ON MARCH 29, 2024, AS DOCUMENT NUMBER 2024041809, AND ON MARCH 29, 2024, AS DOCUMENT NUMBER 2024041810 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS' STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OPTIONEE'S ACKNOWLEDGMENT:

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 \_\_\_\_\_, 2025, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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:

SIGNATURE: \_\_\_\_\_

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION # OF NOTARY: \_\_\_\_\_

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

STATE OF CALIFORNIA  
COUNTY OF ALAMEDA)

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

- ☐ AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ \_\_\_\_\_ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- ☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

ANIK CAMPBELL-BELTON  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025 AT \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, UNDER SERIES NO. 2025 \_\_\_\_\_ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

FEE: \$ \_\_\_\_\_

MELISSA WILK  
COUNTY RECORDER IN AND FOR THE COUNTY  
OF ALAMEDA, STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY

CITY ENGINEER'S STATEMENT:

I, LAURIE L. SUCGANG, CITY ENGINEER OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8650, FRANCIS RANCH, NEIGHBORHOOD 6, CROAK PROPERTY", CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, AND THAT THE FINAL MAP WAS PRESENTED TO ME AS PROVIDED BY LOCAL ORDINANCE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THAT THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT I APPROVE SAID MAP AND ACCEPT, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE CITY OF DUBLIN, PARCEL B, PUBLIC SERVICE EASEMENT (PSE), PUBLIC UTILITY EASEMENT (PUE) AND EMERGENCY VEHICLE ACCESS EASEMENT (EVAE), OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP ARE APPROVED AND ARE FILED WITH THE CITY.

I FURTHER CERTIFY, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE PUBLIC SERVICE EASEMENT SHOWN ON PARCELS 8 AND 11 OF TRACT 8563, FILED FOR RECORD IN BOOK 371 OF MAPS AT PAGES 12-22, ALAMEDA COUNTY RECORDS IS HEREBY ABANDONED.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_, 2025  
LAURIE L. SUCGANG, CITY ENGINEER  
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA



ACTING CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED "TRACT 8650, FRANCIS RANCH, NEIGHBORHOOD 6, CROAK PROPERTY", AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

SETH H. IRISH, PLS 5922, ACTING CITY SURVEYOR  
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

DATE: \_\_\_\_\_, 2025



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF TRUMARK HOMES, LLC IN APRIL OF 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS INDICATED HEREON ARE OF THE CHARACTER AND OCCUPY POSITIONS INDICATED HEREON OR WILL BE SET WITHIN TWENTY FOUR MONTHS FROM RECORDATION OF THIS FINAL MAP, AND THE COMPLETION OF IMPROVEMENTS, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT THE GROSS AREA WITHIN THE TRACT IS 7.78 ACRES, MORE OR LESS.

IAN BRUCE MACDONALD  
LS NO. 8817

DATED: JANUARY 6TH, 2025



BENEFICIARY'S STATEMENT:

THE UNDERSIGNED, WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AS BENEFICIARY UNDER THE DOCUMENT RECORDED ON MARCH 29, 2024, AS DOCUMENT NO. 2024041808 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS' STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

BENEFICIARY'S ACKNOWLEDGMENT:

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 ARIZONA)  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, 2025, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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:

SIGNATURE: \_\_\_\_\_

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION # OF NOTARY: \_\_\_\_\_

**TRACT 8650**  
**FRANCIS RANCH, NEIGHBORHOOD 6**  
**CROAK PROPERTY**  
OF WHICH LOTS 61 THROUGH 72 SHOWN HEREON ARE FOR  
CONDOMINIUM PURPOSES  
A SUBDIVISION OF PARCELS 8 AND 11 OF TRACT 8563,  
RECORDED IN BOOK 371 OF MAPS PAGE 12-22, ALAMEDA COUNTY  
RECORDS, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

**MACKAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
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PLEASANTON, CA 94588 (925)225-0690  
JANUARY 2025

| Curve Table |          |           |         |
|-------------|----------|-----------|---------|
| Curve #     | Radius   | Delta     | Length  |
| C1          | 2051.00' | 6°34'32"  | 235.38' |
| C2          | 25.00'   | 85°18'19" | 37.22'  |
| C3          | 25.00'   | 90°56'10" | 39.68'  |
| C4          | 25.00'   | 89°03'50" | 38.86'  |
| C5          | 477.00'  | 11°16'13" | 93.83'  |
| C6          | 25.00'   | 92°02'15" | 40.16'  |
| C7          | 523.00'  | 11°16'13" | 102.88' |
| C8          | 30.00'   | 87°59'37" | 46.07'  |
| C9          | 15.00'   | 39°56'40" | 10.46'  |
| C10         | 15.00'   | 39°56'40" | 10.46'  |
| C11         | 2054.00' | 1°29'09"  | 53.26'  |
| C12         | 2022.00' | 3°03'40"  | 108.03' |
| C13         | 2022.00' | 7°39'27"  | 270.24' |
| C14         | 494.50'  | 11°16'13" | 97.27'  |
| C15         | 360.00'  | 24°49'01" | 155.93' |
| C16         | 25.00'   | 90°00'00" | 39.27'  |

| Line Table |             |         |
|------------|-------------|---------|
| Line #     | Bearing     | Length  |
| L1         | N90°00'00"W | 95.84'  |
| L2         | N11°16'13"E | 88.70'  |
| L3         | N11°16'13"E | 80.05'  |
| L4         | N79°16'53"W | 18.00'  |
| L5         | N90°00'00"W | 149.34' |
| L6         | N11°16'13"E | 139.75' |
| L7         | N64°14'49"W | 55.93'  |

- NOTE**
- THIS MAP IS SUBJECT TO A TEMPORARY RECIPROCAL EASEMENT AGREEMENT RECORDED ON DECEMBER 27, 2023 AS DOCUMENT NUMBER 2023150569, ALAMEDA COUNTY RECORDS. SAID EASEMENT AUTOMATICALLY TERMINATES UPON THE ACCEPTANCE OF THE ROAD IMPROVEMENTS REFERENCED IN SAID DOCUMENT BY THE CITY OF DUBLIN.
  - THERE ARE TEMPORARY CONSTRUCTION EASEMENTS THAT BENEFIT THE PROPERTY RECORDED ON SEPTEMBER 29, 2023 AS DOCUMENT NUMBERS 2023111603, 2023111604 AND 2023111605. SEE RECORDED DOCUMENTS FOR INFORMATION RELATED TO THE TERMINATION OF SAID EASEMENTS.
  - LOTS 61 THROUGH 72 SHOWN HEREON ARE FOR CONDOMINIUM PURPOSES.
  - THE OFFER OF DEDICATION OF PARCEL 8 OF TRACT 8563 OF ALAMEDA COUNTY PUBLIC RECORDS WAS REJECTED BY THE CITY OF DUBLIN PER THE SEPARATE INSTRUMENT TITLED "CERTIFICATE OF REJECTION BY THE CITY OF DUBLIN" RECORDED AS DOCUMENT NO. \_\_\_\_\_ ON \_\_\_\_\_, 202\_\_, OFFICIAL RECORDS OF ALAMEDA COUNTY.

#### ABANDONMENT NOTE:

PURSUANT TO ARTICLE 2, SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:

- THE PUBLIC SERVICE EASEMENT SHOWN ON PARCELS 8 AND 11 OF TRACT 8563, FILED FOR RECORD IN BOOK 371 OF MAPS AT PAGES 12-22, ALAMEDA COUNTY RECORDS.

#### LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- CITY STANDARD STREET MONUMENT SET PER (R-1) OR AS NOTED
- SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
- SEE NOTE ON SHEET 3
- BNDY BOUNDARY
- DSRSD DUBLIN SAN RAMON SERVICES DISTRICT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- M MONUMENT
- PL PROPERTY LINE
- PAE PRIVATE ACCESS EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (R-1) REFERENCE
- (T) TOTAL
- 4 INDICATES SHEET NUMBER

#### BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON IS THE LINE BETWEEN FOUND MONUMENTS IN BYRNE STREET TAKEN AS NORTH 00°00'00" EAST AS SHOWN ON TRACT 8563, FILED FOR RECORD IN BOOK 371 OF MAPS AT PAGES 12-22, ALAMEDA COUNTY RECORDS. ALL DISTANCES SHOWN HEREON ARE GROUND.

#### REFERENCES

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- (R-2) TRACT 8671 BK. 374 OF MAPS AT PG. 84-90, ALAMEDA COUNTY RECORDS



0 50 100 200  
SCALE: 1"=100'

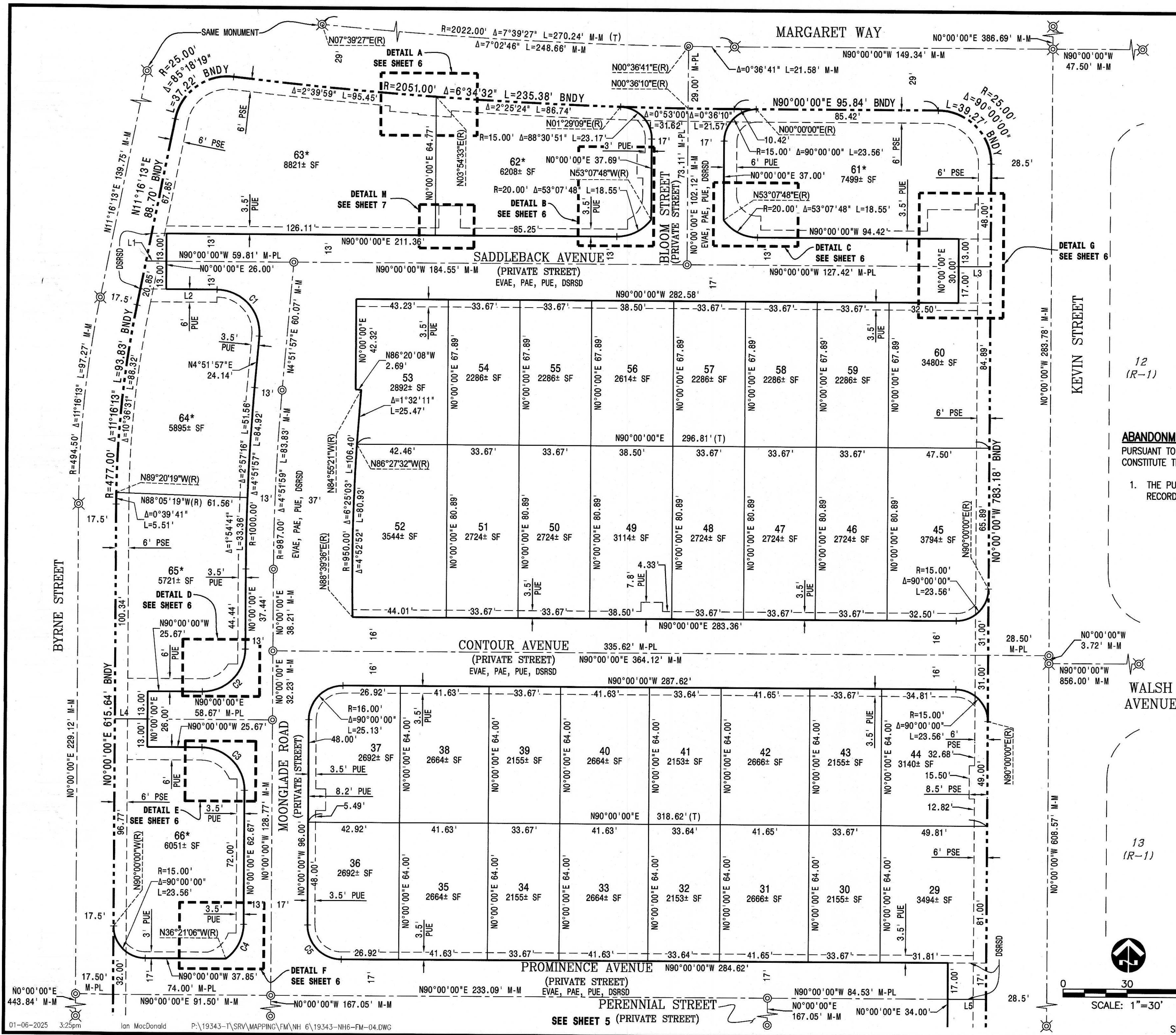
## TRACT 8650

FRANCIS RANCH, NEIGHBORHOOD 6  
CROAK PROPERTY

OF WHICH LOTS 61 THROUGH 72 SHOWN HEREON ARE FOR CONDOMINIUM PURPOSES  
A SUBDIVISION OF PARCELS 8 AND 11 OF TRACT 8563, RECORDED IN BOOK 371 OF MAPS PAGE 12-22, ALAMEDA COUNTY RECORDS, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

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JANUARY 2025



- LEGEND**
- BOUNDARY LINE
  - RIGHT OF WAY LINE
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  - (R) RADIAL BEARING
  - (R-1) REFERENCE
  - (T) TOTAL
  - ④ INDICATES SHEET NUMBER

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| Line Table |             |        | Curve Table |        |           |        |
|------------|-------------|--------|-------------|--------|-----------|--------|
| Line #     | Bearing     | Length | Curve #     | Radius | Delta     | Length |
| L1         | N90°00'00"W | 9.57'  | C1          | 20.00' | 94°51'57" | 33.11' |
| L2         | N90°00'00"E | 23.88' | C2          | 20.00' | 90°00'00" | 31.42' |
| L3         | N90°00'00"W | 15.00' | C3          | 20.00' | 90°00'00" | 31.42' |
| L4         | N90°00'00"W | 15.33' | C4          | 20.00' | 53°38'54" | 18.73' |
| L5         | N90°00'00"W | 18.00' | C5          | 16.00' | 90°00'00" | 25.13' |

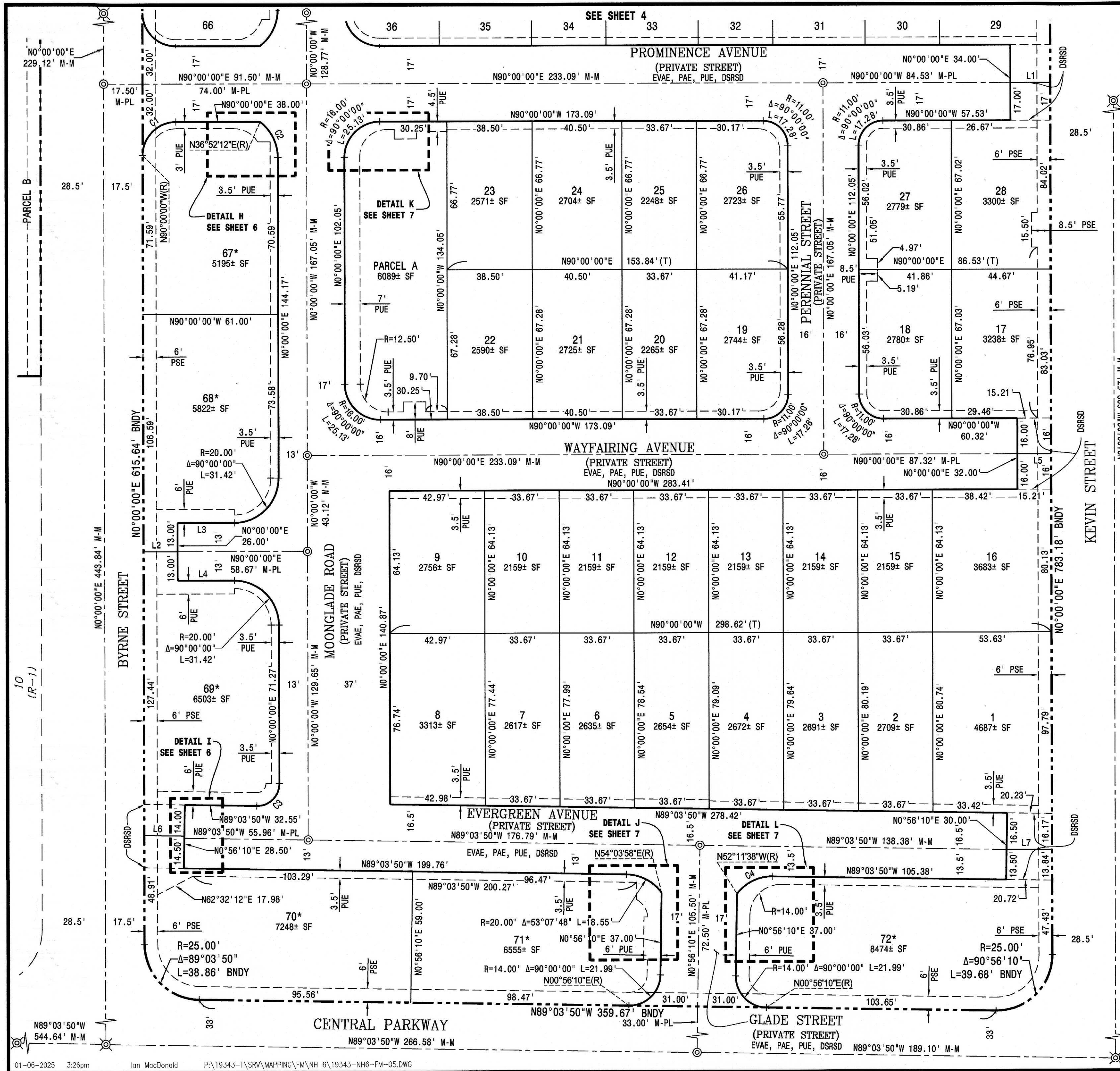
**REFERENCES**  
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(R-2) TRACT 8671 BK. 374 OF MAPS AT PG. 84-90, ALAMEDA COUNTY RECORDS

**BASIS OF BEARINGS**  
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**TRACT 8650**  
**FRANCIS RANCH, NEIGHBORHOOD 6**  
**CROAK PROPERTY**  
OF WHICH LOTS 61 THROUGH 72 SHOWN HEREON ARE FOR CONDOMINIUM PURPOSES  
A SUBDIVISION OF PARCELS 8 AND 11 OF TRACT 8563, RECORDED IN BOOK 371 OF MAPS PAGE 12-22, ALAMEDA COUNTY RECORDS, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

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PLEASANTON, CA 94588 (925)225-0690  
JANUARY 2025

0 30 60  
SCALE: 1"=30'



**ABANDONMENT NOTE:**

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**LEGEND**

|       |                                                               |
|-------|---------------------------------------------------------------|
| ---   | BOUNDARY LINE                                                 |
| ---   | RIGHT OF WAY LINE                                             |
| ---   | LOT LINE/PARCEL LINE                                          |
| ---   | EXISTING PROPERTY LINE                                        |
| ---   | EASEMENT LINE                                                 |
| ---   | EXISTING EASEMENT LINE                                        |
| ---   | MONUMENT LINE                                                 |
| ⊙     | CITY STANDARD STREET MONUMENT SET PER (R-1) OR AS NOTED       |
| ⊙     | SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817" |
| *     | SEE NOTE ON SHEET 3                                           |
| BDY   | BOUNDARY                                                      |
| DSRSD | DUBLIN SAN RAMON SERVICES DISTRICT                            |
| EVAE  | EMERGENCY VEHICLE ACCESS EASEMENT                             |
| M     | MONUMENT                                                      |
| PL    | PROPERTY LINE                                                 |
| PAE   | PRIVATE ACCESS EASEMENT                                       |
| PSE   | PUBLIC SERVICE EASEMENT                                       |
| PUE   | PUBLIC UTILITY EASEMENT                                       |
| (R)   | RADIAL BEARING                                                |
| (R-1) | REFERENCE                                                     |
| (T)   | TOTAL                                                         |
| 4     | INDICATES SHEET NUMBER                                        |

**Line Table**

| Line # | Bearing     | Length |
|--------|-------------|--------|
| L1     | N90°00'00"E | 18.00' |
| L2     | N90°00'00"W | 15.33' |
| L3     | N90°00'00"E | 25.67' |
| L4     | N90°00'00"E | 25.67' |
| L5     | N90°00'00"W | 15.21' |
| L6     | N89°03'50"W | 18.06' |
| L7     | N90°00'00"E | 20.50' |

**Curve Table**

| Curve # | Radius | Delta     | Length |
|---------|--------|-----------|--------|
| C1      | 15.00' | 90°00'00" | 23.56' |
| C2      | 20.00' | 53°07'48" | 18.55' |
| C3      | 10.00' | 90°56'10" | 15.87' |
| C4      | 20.00' | 53°07'48" | 18.55' |

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0 30 60  
SCALE: 1"=30'

**TRACT 8650**  
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**CROAK PROPERTY**

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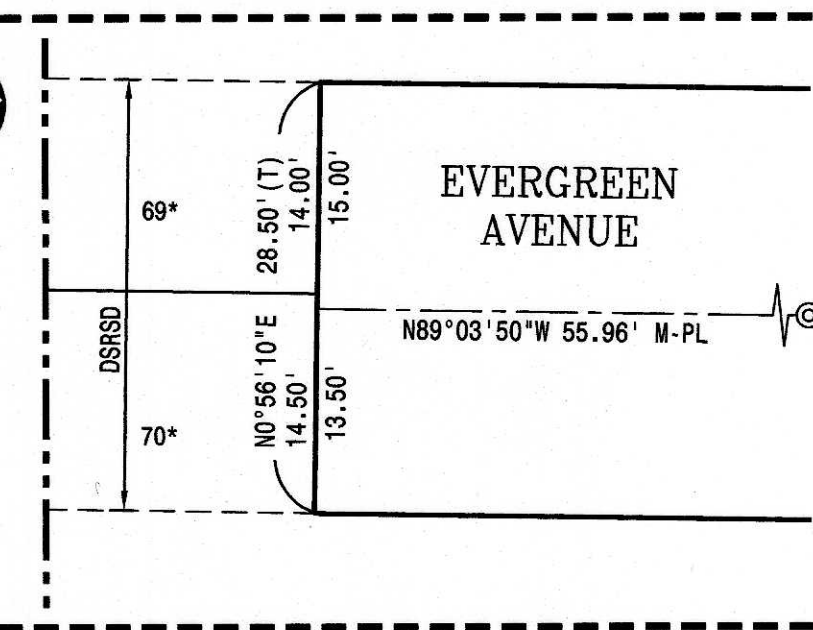
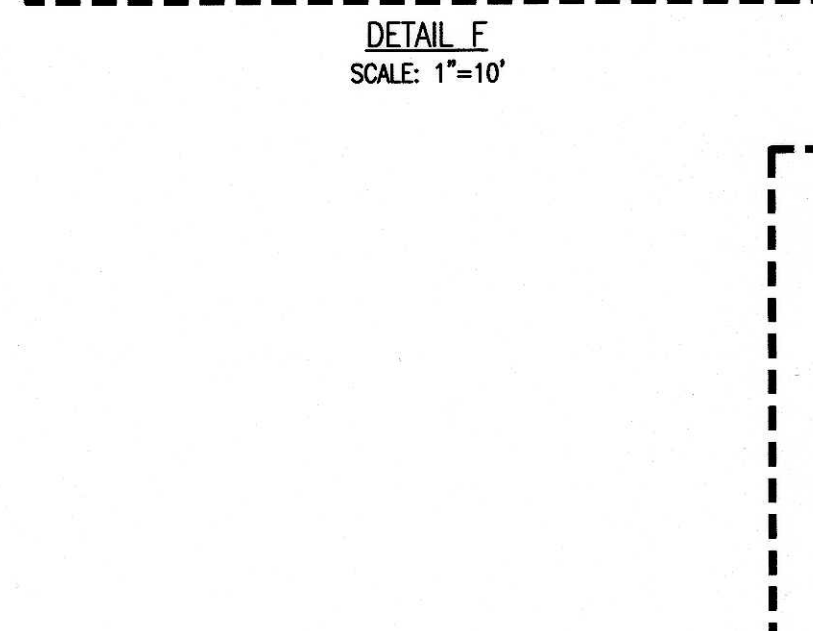
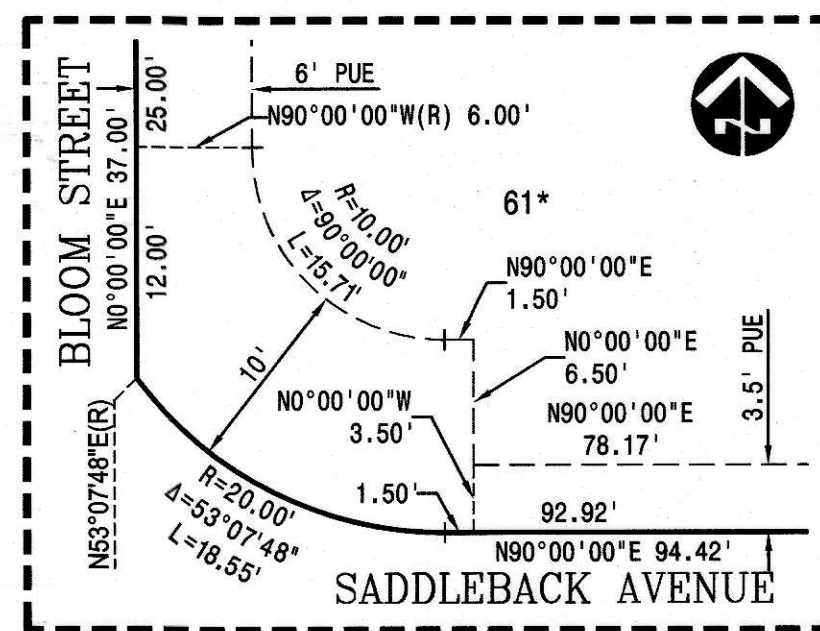
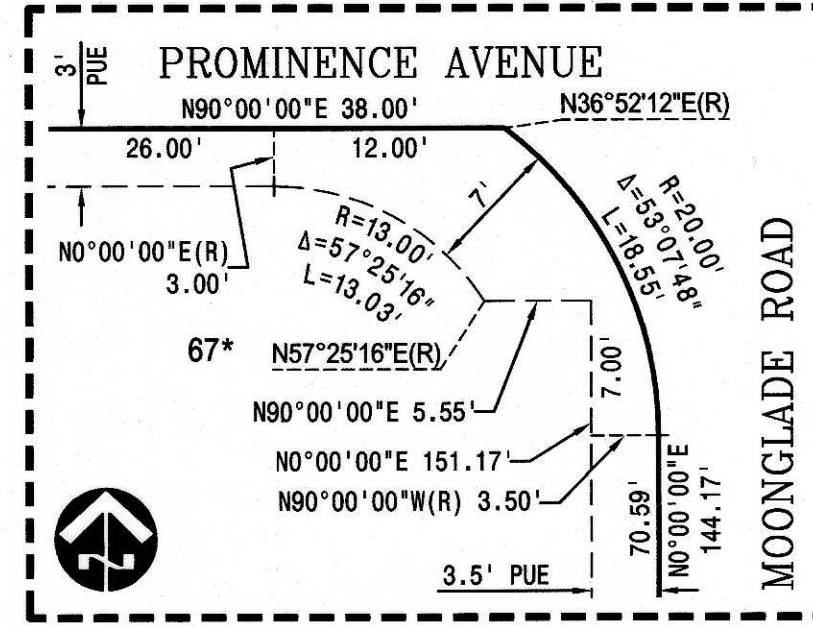
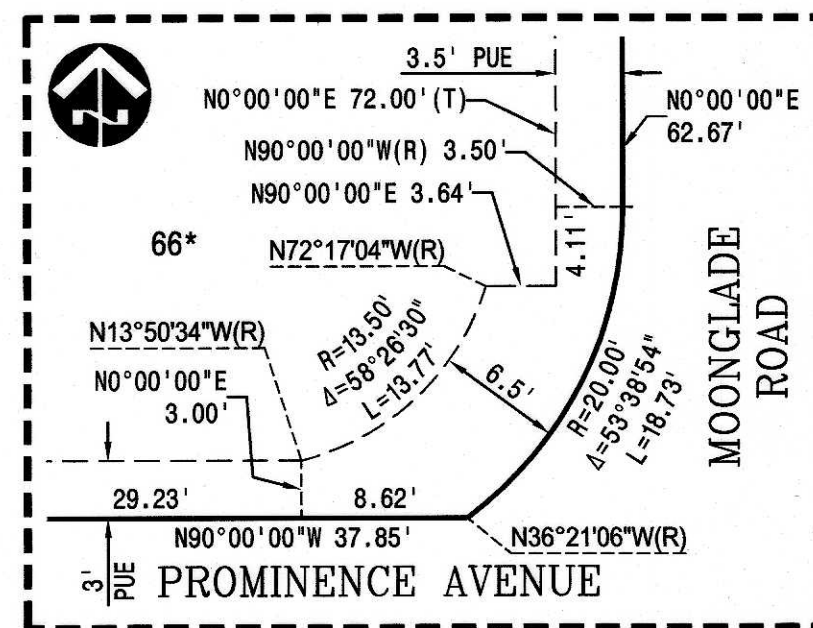
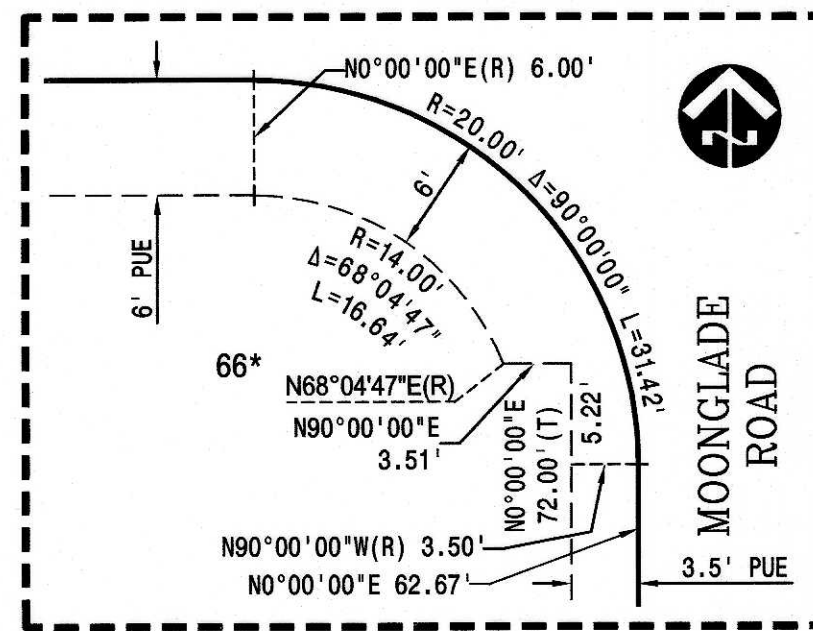
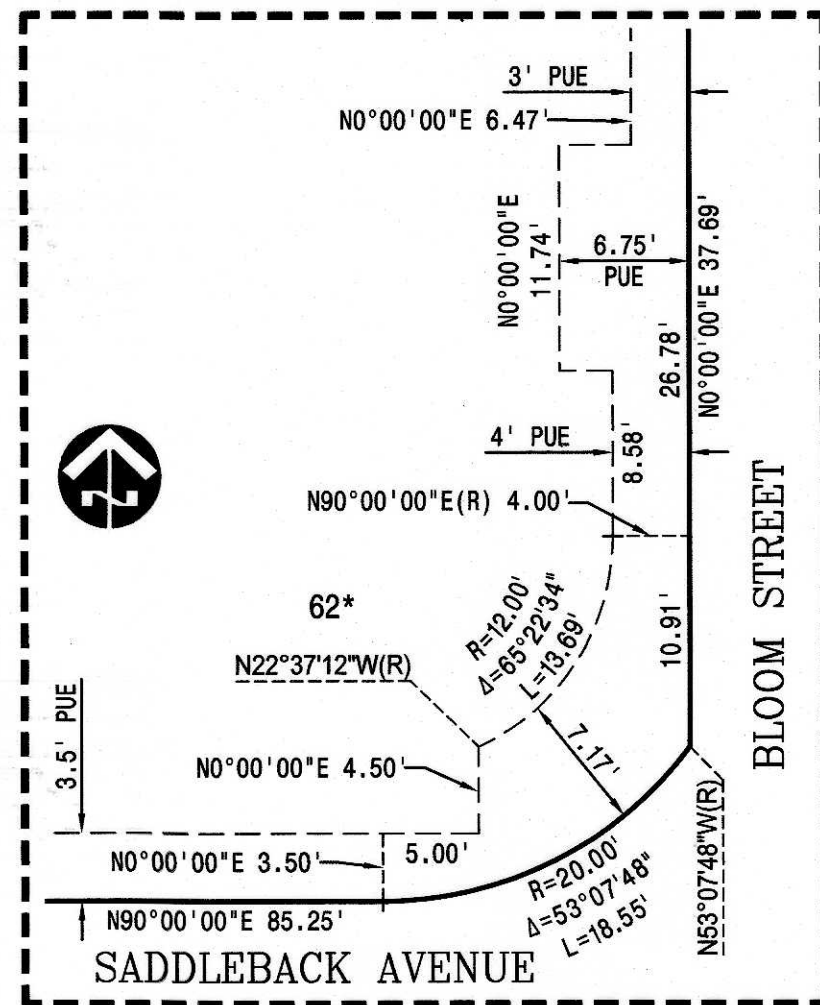
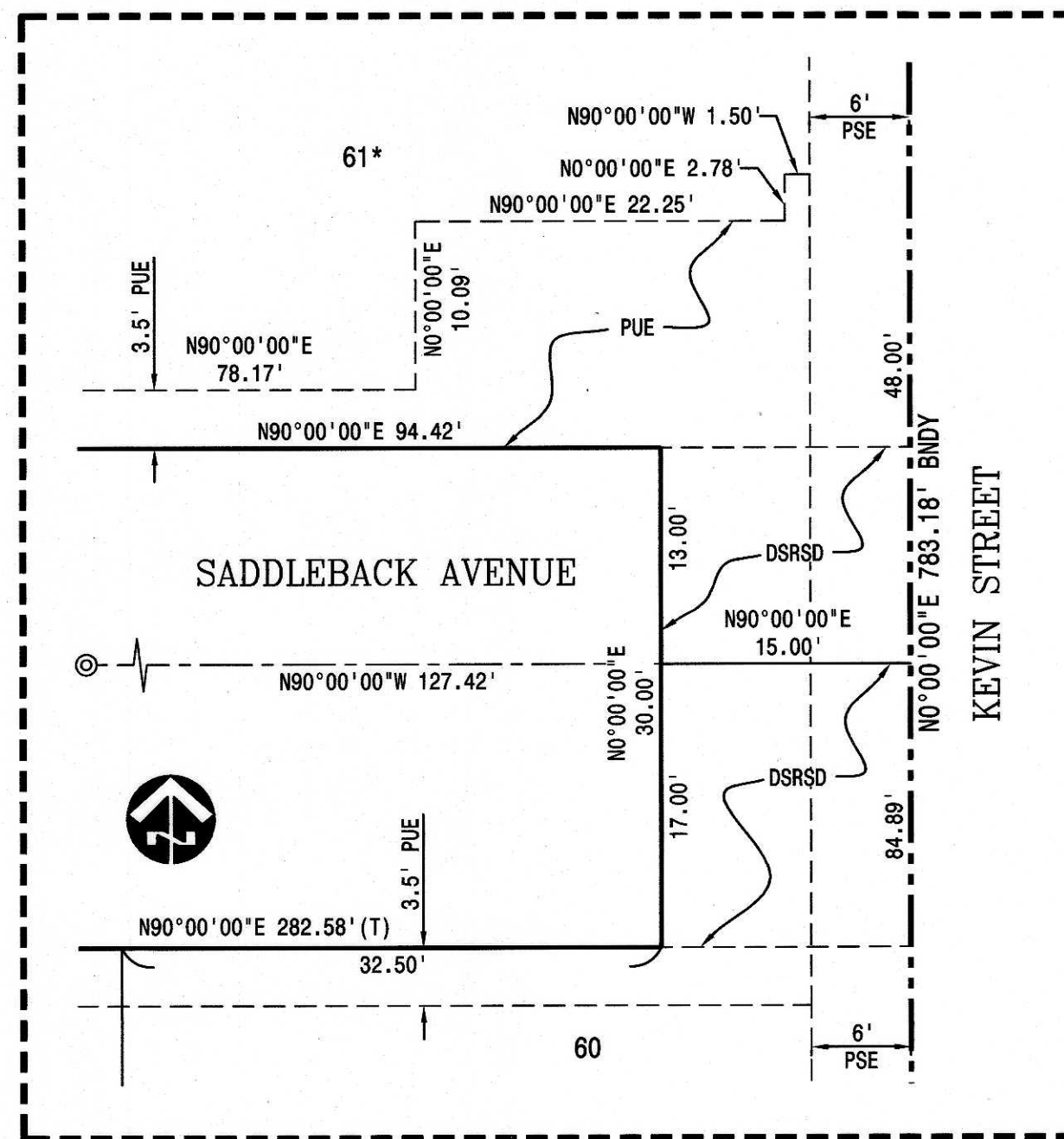
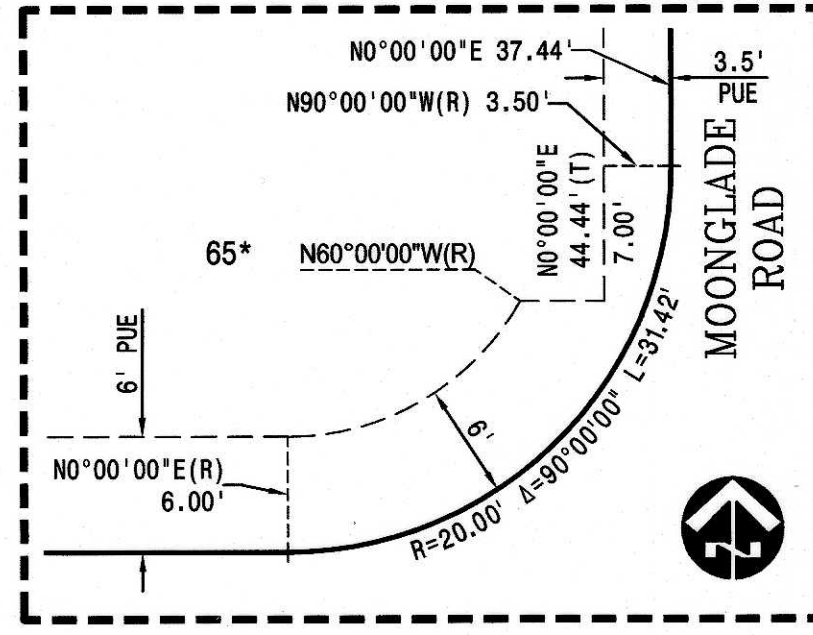
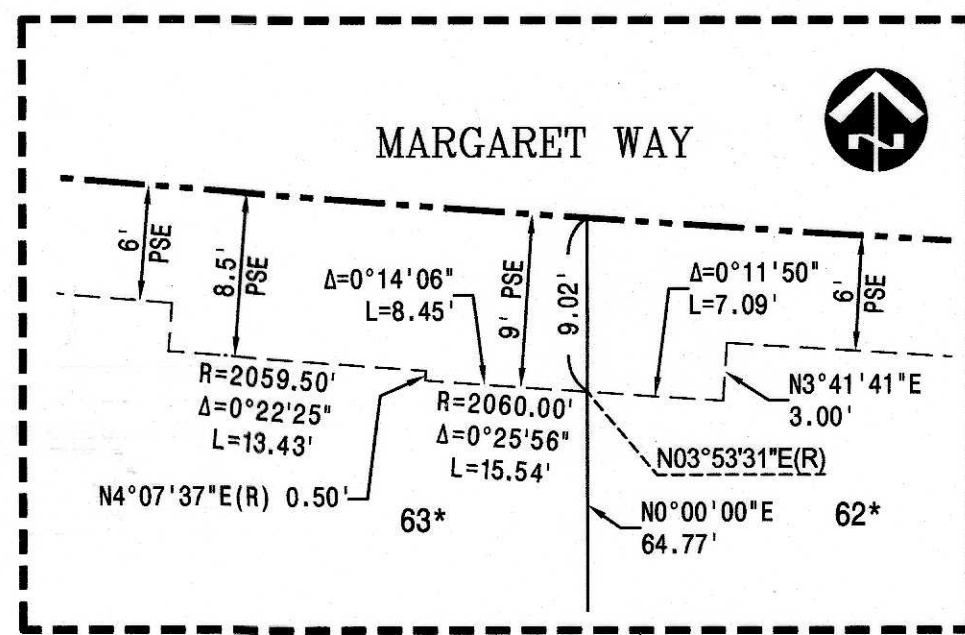
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JANUARY 2025

SHEET 5 OF 7

19343.NH6.D



| LEGEND |                                                               |
|--------|---------------------------------------------------------------|
|        | BOUNDARY LINE                                                 |
|        | RIGHT OF WAY LINE                                             |
|        | LOT LINE/PARCEL LINE                                          |
|        | EXISTING PROPERTY LINE                                        |
|        | EASEMENT LINE                                                 |
|        | EXISTING EASEMENT LINE                                        |
|        | MONUMENT LINE                                                 |
|        | CITY STANDARD STREET MONUMENT SET PER (R-1) OR AS NOTED       |
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|        | SEE NOTE ON SHEET 3                                           |
|        | BOUNDARY                                                      |
|        | DUBLIN SAN RAMON SERVICES DISTRICT                            |
|        | EMERGENCY VEHICLE ACCESS EASEMENT                             |
|        | MONUMENT                                                      |
|        | PROPERTY LINE                                                 |
|        | PRIVATE ACCESS EASEMENT                                       |
|        | PUBLIC SERVICE EASEMENT                                       |
|        | PUBLIC UTILITY EASEMENT                                       |
|        | RADIAL BEARING                                                |
|        | REFERENCE                                                     |
|        | TOTAL                                                         |
|        | INDICATES SHEET NUMBER                                        |

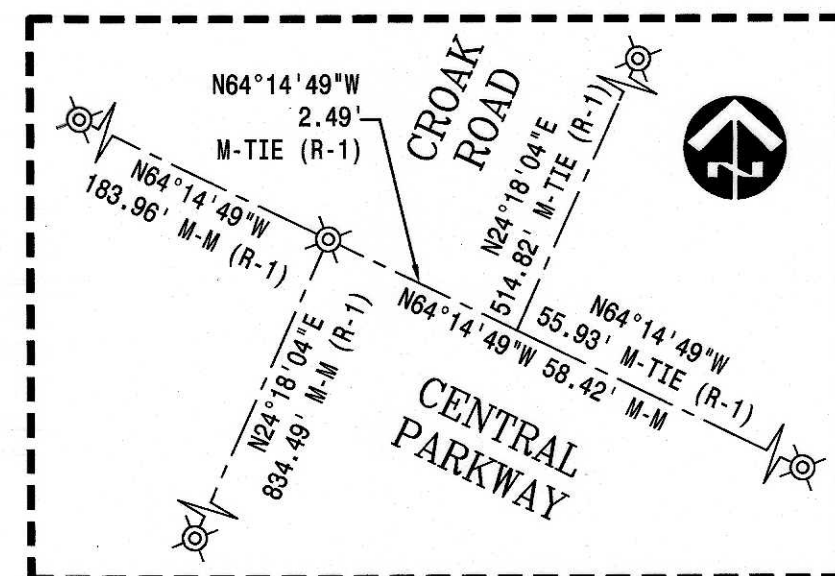
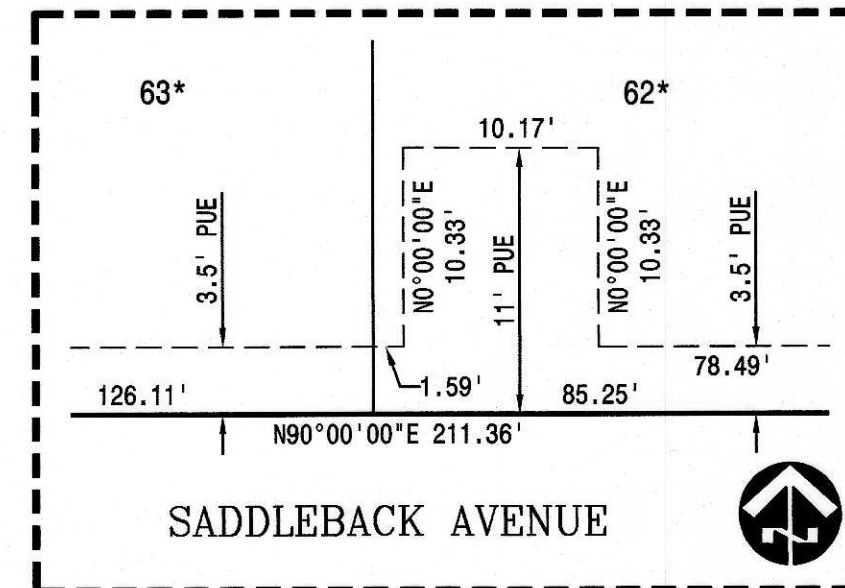
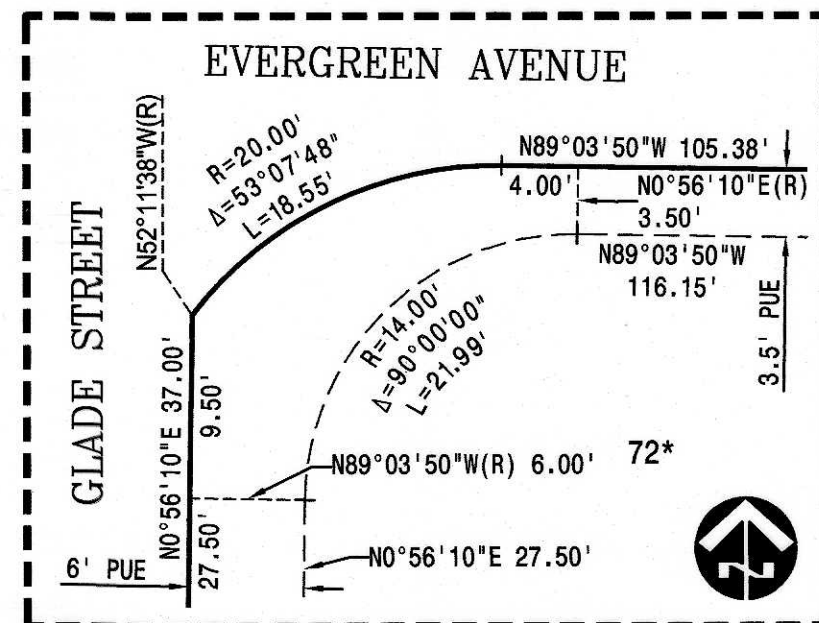
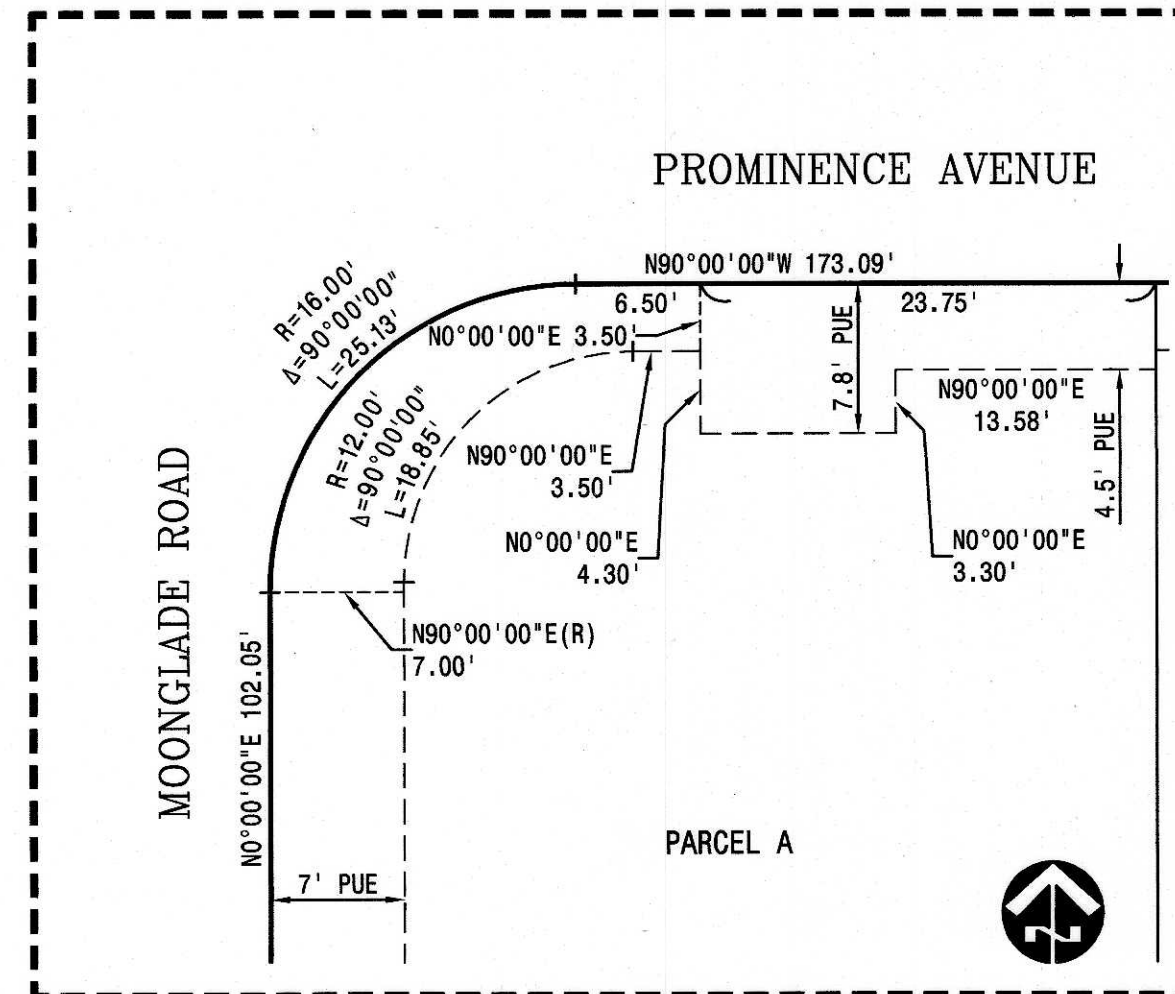
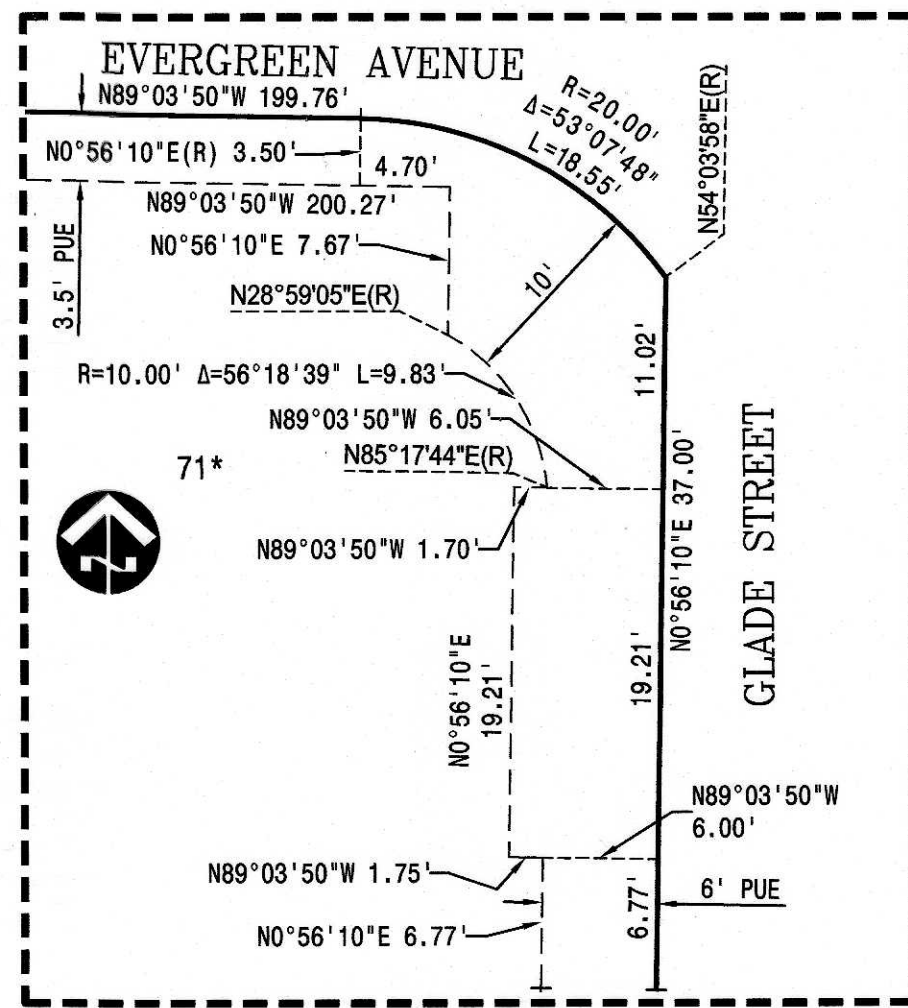
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**TRACT 8650**  
FRANCIS RANCH, NEIGHBORHOOD 6  
CROAK PROPERTY  
OF WHICH LOTS 61 THROUGH 72 SHOWN HEREON ARE FOR CONDOMINIUM PURPOSES  
A SUBDIVISION OF PARCELS 8 AND 11 OF TRACT 8563, RECORDED IN BOOK 371 OF MAPS PAGE 12-22, ALAMEDA COUNTY RECORDS, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

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JANUARY 2025



| LEGEND |                                                               |
|--------|---------------------------------------------------------------|
| ---    | BOUNDARY LINE                                                 |
| ---    | RIGHT OF WAY LINE                                             |
| ---    | LOT LINE/PARCEL LINE                                          |
| ---    | EXISTING PROPERTY LINE                                        |
| ---    | EASEMENT LINE                                                 |
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| *      | SEE NOTE ON SHEET 3                                           |
| BN DY  | BOUNDARY                                                      |
| DSRSD  | DUBLIN SAN RAMON SERVICES DISTRICT                            |
| EVAE   | EMERGENCY VEHICLE ACCESS EASEMENT                             |
| M      | MONUMENT                                                      |
| PL     | PROPERTY LINE                                                 |
| PAE    | PRIVATE ACCESS EASEMENT                                       |
| PSE    | PUBLIC SERVICE EASEMENT                                       |
| PUE    | PUBLIC UTILITY EASEMENT                                       |
| (R)    | RADIAL BEARING                                                |
| (R-1)  | REFERENCE                                                     |
| (T)    | TOTAL                                                         |
| ④      | INDICATES SHEET NUMBER                                        |

#### BASIS OF BEARINGS

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## TRACT 8650

### FRANCIS RANCH, NEIGHBORHOOD 6

### CROAK PROPERTY

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A SUBDIVISION OF PARCELS 8 AND 11 OF TRACT 8563, RECORDED IN BOOK 371 OF MAPS PAGE 12-22, ALAMEDA COUNTY RECORDS, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

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 JANUARY 2025



## STAFF REPORT CITY COUNCIL

Agenda Item 5.7

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: City Council Participation in the 2025 St. Patrick's Day Parade  
*Prepared by: Jordan Foss, Management Analyst II*

### EXECUTIVE SUMMARY:

The City Council will consider participating in the 2025 St. Patrick's Day Parade by walking as a group.

### STAFF RECOMMENDATION:

Direct Staff to plan for the City Council to walk in the parade or provide other direction.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

Each year, the City Council participates in the annual St. Patrick's Day Parade. For the last two years, the City Council has walked along the parade route, but it has also used a fire truck, cable car, or float in the past.

Staff is recommending the walking option again this year. If this option is selected, Staff will likely utilize a lead vehicle, either the historic Model A or other truck, that will carry the City Council banner.

To move forward with preparations for the parade, Staff is seeking City Council approval of this concept.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



## STAFF REPORT CITY COUNCIL

Agenda Item 5.8

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Dublin Centre Affordable Housing Agreement (PLPA-2023-00020)  
*Prepared by: Jason Earl, Senior Management Analyst*

### EXECUTIVE SUMMARY:

The City Council will consider approving an Affordable Housing Agreement with Landsea Homes of California, LLC, for the Dublin Centre residential project. The Affordable Housing Agreement addresses the Applicant's alternative method of compliance with the Inclusionary Zoning Regulations previously approved by the City Council in the project development agreement.

### STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Affordable Housing Agreement Between the City of Dublin and Landsea Homes of California, LLC for the Dublin Centre Residential Project.

### FINANCIAL IMPACT:

The costs associated with processing this request are borne by the Applicant. The Applicant will satisfy a portion of their inclusionary obligation through the payment of \$1 million to the City's Affordable Housing Fund for first-time homebuyers purchasing new homes within the Dublin Centre Project.

### DESCRIPTION:

#### Background

The approximately 54-acre Dublin Centre (DC) residential project site is an undeveloped property, located north of Dublin Boulevard between Tassajara Road and Brannigan Street and extends to the north of Gleason Drive as shown in Figure 1. The project includes 500 residential units, 105 accessory dwelling units (ADUs), approximately 38,000 square feet of retail commercial development along Finnian Way, a two-acre public park, community building, and dedication of a site for affordable housing.

Figure 1. Location Map



On February 15, 2022, following an extensive community engagement process, the City Council approved the Preferred Plan for the DC. In November and December 2022, the City Council held a public hearing and certified the Final Environmental Impact Report (Resolution 135-22), approved General Plan and Eastern Dublin Specific Plan Amendments (Resolution 136-22), and adopted Ordinances approving Planned Development Zoning with Stage 1 and Stage 2 Development Plans and approving a Development Agreement (Ordinances 15-22 and 16-22) for the DC.

The Applicant is currently requesting approval of an Affordable Housing Agreement that implements the alternative method of compliance with the Inclusionary Zoning Regulations that was approved in the project Development Agreement.

#### Analysis

The project is subject to the City's Inclusionary Zoning Regulations (IZR) (DMC Chapter 8.68). In accordance with the regulations in place at the time the project was approved, the Applicant has an obligation to provide 63 affordable units (38 moderate-income and 25 low-income units). These regulations allow for an alternative method of compliance at the discretion of the City Council (DMC 8.68.040.E). The project Development Agreement (Section 7 – Affordable Housing) outlines the developer's alternative method of compliance with these regulations.

The following is a summary of the Applicant's alternative method of compliance to satisfy the Inclusionary Zoning Regulation:

- Provide six deed-restricted townhomes affordable to moderate-income households;

- Provide 105 deed-restricted ADUs with half affordable to low-income households at an affordable rent, and half affordable to moderate income households at an affordable rent;
- Dedicate a 1.88 acre (net) Semi-Public site for a future affordable housing project; and
- Contribute \$1,000,000 to the City's Affordable Housing Fund for first-time homebuyers purchasing homes within the DC project.

An Affordable Housing Agreement has been prepared for the project, which sets forth the manner in which the developer will satisfy the affordable housing obligation for the DC project. The Resolution approving the Affordable Housing Agreement is included as Attachment 1 with the draft agreement included as Attachment 2.

#### ENVIRONMENTAL DETERMINATION:

On April 2, 2022, the City issued a Notice of Preparation for an Environmental Impact Report (EIR) and held a public scoping meeting on April 13, 2022. Subsequently, a Draft EIR was prepared for the proposed project and circulated for a 45-day public review period. The comment period was open from July 22, 2022 to September 6, 2022. The City received eight comment letters during the public review period. Responses were prepared for each of the comments received by the City. The Draft EIR, comments and associated responses, and changes and clarifications to the Draft EIR constitute the Final EIR. On November 15, 2022, the City Council adopted Resolution No. 135-22 certifying the Final Environmental Impact Report.

Pursuant to the requirements of the CEQA, the City determined that the DC project qualifies for an exemption under Government Code Section 65457 and CEQA Guidelines Section 15182(c). The Affordable Housing Agreement qualifies for a specific plan exemption and does not require subsequent environmental review or the preparation of an additional CEQA document (EIR or MND).

#### STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability

Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

Objective B: Support efforts to produce housing affordable at all levels of income.

#### 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 an Affordable Housing Agreement Between the City of Dublin and Landsea Homes of California, LLC for the Dublin Centre Residential Project
- 2) Exhibit A to the Resolution – Affordable Housing Agreement

**RESOLUTION NO. XX – 25****A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF DUBLIN****APPROVING AN AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF DUBLIN  
AND LANDSEA HOMES OF CALIFORNIA LLC, FOR THE DUBLIN CENTRE RESIDENTIAL  
PROJECT  
(PLPA-2023-00020)  
(APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, AND 985-0052-025)**

**WHEREAS**, Landsea Homes of California, LLC (“Applicant”) is seeking approval of an Affordable Housing Agreement for the 500-unit Dublin Centre (DC) Residential Project, which is a project on approximately 54 acres located north of Dublin Boulevard between Dublin Boulevard and north of Gleason Drive, and between Tassajara Road and Brannigan Street; and

**WHEREAS**, on December 6, 2022, the City Council adopted Ordinance No. 15-22 approving a Development Agreement between the City of Dublin and SCS Development Company for the Project which set forth the method of compliance with the Inclusionary Zoning Regulations, and the Development Agreement was subsequently assigned to the Applicant; and

**WHEREAS**, the Applicant is required to enter into an Affordable Housing Agreement pursuant to Dublin Municipal Code Section 8.68 “Inclusionary Zoning Regulations”; and

**WHEREAS**, the City’s Inclusionary Zoning Regulations that were in place at the time the Development Agreement was adopted, required all new residential projects of 20 units or more to construct 12.5% of the total number of units as affordable units. Pursuant to Dublin Municipal Code Section 8.68.040.E a developer could request an alternative method of compliance with the requirements of the Inclusionary Zoning Regulations at the discretion of the City Council; and

**WHEREAS**, the Applicant’s predecessor did propose, and the City Council approved in adopting the project Development Agreement, an alternative method of compliance; and

**WHEREAS**, pursuant to the requirements of the CEQA, the City determined that the Dublin Centre project qualifies for an exemption under Government Code Section 65457 and CEQA Guidelines Section 15182(c). Therefore, the Affordable Housing Agreement qualifies for a specific plan exemption and does not require subsequent environmental review.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin hereby approves the Affordable Housing Agreement between the City of Dublin and Landsea Homes of California, LLC, for the Dublin Centre project attached as **Exhibit A** to this Resolution.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute the amendments to the agreements, attached hereto as **Exhibit A**, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 4th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Dublin  
100 Civic Plaza  
Dublin, CA 94568  
Attn: City Clerk &  
Community Development Department

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No fee for recording pursuant to  
Government code Section 27383

**AFFORDABLE HOUSING AGREEMENT  
(Dublin Centre (DC) Residential Project)**

THIS AFFORDABLE HOUSING AGREEMENT is hereby entered into as of February 4, 2025, by and between the City of Dublin, a California municipal corporation (the “City”), and LANDSEA HOMES OF CALIFORNIA LLC., a Delaware limited liability company (the “Developer”).

**RECITALS**

A. Developer is the developer of approximately 54 acres of undeveloped real property in the City of Dublin located within the Eastern Dublin Specific Plan, known as the Dublin Centre (DC) Project (the “Development Site”). The Development Site is legally described in Exhibit A attached hereto.

B. Developer has proposed to develop a housing development on the Development Site which will include up to 500 market rate housing units, up to 100 affordable units and approximately 100 accessory dwelling units (together, the “Dublin Centre (DC) Residential Project”).

C. The City has adopted inclusionary housing requirements pursuant to Chapter 8.68 of the Dublin Municipal Code (the “Inclusionary Housing Requirements”). The purpose of the Inclusionary Housing Requirements is to create affordable housing opportunities in the City for low- and moderate-income households. The City adopted the Inclusionary Housing Requirements recognizing that the cost of new housing is so high that persons with very low-, low- and moderate-incomes are increasingly unable to locate affordable housing in the City. Through the Inclusionary Housing Requirements the City intends to achieve a balanced community with housing available at all income levels.

D. The Inclusionary Housing Requirements require that residential projects with twenty or more for sale units contain at least 12.5% low- and moderate-income units. The Inclusionary Housing Requirements require that 40% of the affordable for sale units be sold at an affordable housing cost to low-income households, and 60% of the affordable for sale units be sold at an affordable housing cost to moderate income households. The Inclusionary Housing Requirements permit alternate methods of compliance, allowing the developer to satisfy 40% of

the Inclusionary Housing Requirements through payment of an in lieu fee in accordance with the City's impact fee schedule, and allowing the developer to provide some or all of the remaining units through land donation and other alternative means.

E. The Inclusionary Housing Requirements for the Dublin Centre (DC) Residential Project require the Developer to provide sixty-three (63) affordable units. The Developer has proposed an alternate method of satisfying the Inclusionary Housing Requirements, and the City Council approved such alternate method in the Development Agreement for the Project by and among the City, Award Homes, Inc., SCS Development, and Santa Clara Valley Housing Group, Inc. (the "Original Developers"), dated December 6, 2022 and recorded in the official records of Alameda County on January 19, 2023 as Instrument No. 2023005968, as partially assigned to Developer pursuant to the Partial Assignment and Assumption of Development Agreement between the Original Developers and Developer and recorded in the official records of Alameda County on May 22, 2024 as Instrument No. 2024063873 (the "Development Agreement"). The alternate method of satisfying the Inclusionary Housing Requirements set forth in Section 7.3 of the Development Agreement requires the Developer to (i) construct and sell six (6) Townhomes to Moderate Income Households at an Affordable Housing Cost, (ii) either, with respect to the "Public/Semi-Public Site" within Planning Area 2 of the Development Site, (A) enter into an agreement with the City that ensures the completion of 100 lower-income units, or (B) dedicate the site to the City or its designee to be used for the construction of an affordable housing project, (iii) construct and sell a minimum of eighty-five (85) homes with accessory dwelling units which if rented, half of which are to be deed restricted and may only be rented to Low Income Households at an affordable rent, and half of which are to be deed restricted and may only be rented to Moderate Income Households at an affordable rent, and (iv) pay a fee of \$1,000,000 to the City's Affordable Housing Fund.

F. By this Agreement, the parties desire to set forth the manner by which Developer shall satisfy the obligations applicable to the Dublin Centre (DC) Residential Project under the Inclusionary Housing Requirements.

NOW, THEREFORE, Developer and City hereby agree as follows:

1. **Definitions and Interpretations.** Terms used in this Agreement shall be defined as set forth in Chapter 8.68 of the Dublin Municipal Code.

2. **Payment of Fee.**

(a) Affordable Housing Fund. Developer shall pay City a fee of \$1,000,000 to be deposited into City's Affordable Housing Fund (the "Fee"). The City shall expend the Fee solely for making subordinate loans to first time homebuyers purchasing new homes within the Dublin Centre (DC) Residential Project until such time as all for-sale units in the Dublin Centre (DC) Residential Project have been sold at least once. The amounts and terms of such loans shall be in the discretion of the City.

(b) Payment of Fee. The entirety of the Fee shall be paid at the time of the issuance of the first residential building permits for the Dublin Centre (DC) Residential Project (excluding building permits issued for model homes). If the Developer fails to pay the Fee when

due, the City may withhold any further City approvals for the Dublin Centre (DC) Residential Project, including without limitation building permits and certificates of occupancy.

3. **Moderate Income Homes.** Developer shall construct and sell six (6) townhomes in the Dublin Centre (DC) Residential Project to Moderate Income Households at an Affordable Sales Price (the “Moderate Income Inclusionary Units”) in accordance with the following requirements:

(a) Exterior Materials and Exterior Architectural Design. Section 8.68.030.E of the Inclusionary Housing Requirements provides that Inclusionary Units shall not be distinguished by exterior design, construction, or materials. The exterior materials and exterior architectural design of the Inclusionary Units shall be consistent with the market-rate units within the Dublin Centre (DC) Residential Project as reviewed and approved through the Site Development Review by the Planning Commission’s approval of Resolution No. 24-02 on February 13, 2024; provided, however, that minor changes to unit size may be approved by the Community Development Director through a Site Development Review waiver. The City Council, in approving this Agreement, hereby finds that the Moderate Income Inclusionary Units, in accordance with the design approved by the Site Development Review, are not distinguished by exterior design, construction, or materials.

(b) Unit Location. Section 8.68.030 of the Inclusionary Housing Requirements requires that Inclusionary Units be dispersed throughout the individual phase in which they are constructed. A map that shows the location of the Inclusionary Units as proposed by the Developer is attached hereto as Exhibit B (the “Inclusionary Unit Map”). Developer shall construct the Moderate Income Inclusionary Units in the locations identified in the approved Inclusionary Unit Map, which will satisfy Section 8.68.030 of the Inclusionary Housing Requirements. The Community Development Director may administratively approve changes in the location of the Moderate Income Inclusionary Units provided that he or she finds that the units are reasonably dispersed as required by Section 8.68.030.E.

(c) Unit Bedrooms and Size. Section 8.68.030.E requires that the Inclusionary Units reflect the range of numbers of bedrooms provided in the project as a whole. Each of the six (6) Moderate Income Inclusionary Units shall reflect the townhome product mix as follows. Each of the three (3) one-bedroom units will be at least 1,048 square feet in size; each of the two (2) two-bedroom units will be at least 1,299 square feet in size; and the one (1) three-bedroom unit will be at least 1,533 square feet in size consistent with the approved Site Development Review. The City Council, in approving this agreement, hereby finds that the Moderate Income Inclusionary Units which meet the foregoing requirements satisfy the unit size requirements of Section 8.68.030.E of the Inclusionary Housing Requirements.

(d) Sales Price and Marketing. Developer shall sell the Inclusionary Units to Moderate Income Households at sales prices that are Affordable Sales Prices, as defined in the Inclusionary Housing Requirements, and are not greater than the maximum sales prices which are approved by the City. All units shall be marketed and sold in a manner that is consistent with the Inclusionary Housing Requirements and Guidelines to the Inclusionary Zoning Ordinance.

(e) Marketing Plan. Developer shall prepare and receive City approval of a Marketing Plan as required by Section 4.4 of the Guidelines to the Inclusionary Zoning Ordinance prior to issuance of the first residential building permit in the Project (excluding building permits issued for model homes).

(f) Resale Agreements. Prior to transferring ownership of a Moderate Income Inclusionary Unit to a buyer, Developer shall require that the initial buyer and the City execute a Resale Restriction and Option to Purchase Agreement (the “Resale Agreement”) in substantially the form attached hereto as Exhibit C. The Resale Agreement shall serve as the agreement required by Section 8.68.050.C of the Inclusionary Housing Requirements. Upon (i) the sale of a Moderate Income Inclusionary Unit as a completed home in accordance with the terms of this Agreement and (ii) the recordation of the Resale Agreement against such Moderate Income Inclusionary Unit, Developer shall have no further obligations or liabilities with respect to such Moderate Income Inclusionary Unit, including but not limited to, monitoring the compliance with this Agreement or the Resale Agreement of the buyer of a Moderate Income Inclusionary Unit or any successor, and responsibility for compliance with the Resale Agreement as to that Moderate Income Inclusionary Unit shall thereafter be the burden of the then owner. Developer shall remain responsible for compliance with this Agreement as to all other Moderate Income Inclusionary Units not yet sold. The City and Developer agree that a breach of the Resale Agreement by a purchaser of a Moderate Income Inclusionary Unit shall not constitute a default or breach by Developer.

(g) City Administrative Fee. Prior to the City’s execution of each Resale Agreement with the initial buyer of a Moderate Income Inclusionary Unit, Developer shall pay the City a City Administrative Fee, in an amount to be established from time to time by the City Council. The City Administrative Fee is currently set at \$3,057 per unit for Below Market Ownership Units, and is set at \$1,708 per unit for Below Market Rate Secondary (ADU) Units and is subject to periodic adjustment.

**4. Dedication of Affordable Housing Site.** Consistent with Section 7.3.2(b) of the Development Agreement, Developer shall, not later than the first residential building permit in the Dublin Centre (DC) Residential Project, exclusive of permits for model homes, or such later time as may be authorized by a future clarification or amendment to the Development Agreement, deliver to City for recordation an irrevocable offer to dedicate that certain parcel of real property designated in the Development Agreement as the “Public/Semi-Public Site,” and further described in Exhibit D hereof (the “Dedication Parcel”) substantially in the form of Exhibit E hereof (the “Dedication Deed”). The Dedication Parcel consists of an approximately 1.88 acre portion of the Dublin Centre (DC) Residential Project which has been designated for Public/Semi-Public land uses, which City and Developer have determined is of sufficient size for the construction of an affordable housing project thereon with not less than one hundred lower income units. The Dedication Parcel is identified as the affordable housing site on the Vesting Tentative Tract Map for the Dublin Centre (DC) Residential Project, as approved by the City Planning Commission on February 13, 2024 by Resolution No. 24-02. Accordingly, the parties hereto have determined that Dedication Parcel meets the requirements of Section 7.3.2(b) of the Development Agreement, notwithstanding that the Dedication Parcel is only a portion of the real property designated for Public/Semi-Public land uses. Developer’s delivery of the deed shall be deemed an authorization for City to record the Dedication Deed. Prior to the delivery of the Dedication Deed, Developer shall complete the rough grading of the Dedication Parcel and associated improvements (including

street frontage improvements, including, but not limited to, curb, gutter, sidewalk, landscape, irrigation, and access roadways on all sides of the Dedication Parcel that are adjacent to current and future roadways) all as specified in the approved tentative map associated with the Dedication Parcel, if any, and provide evidence acceptable to the City Engineer demonstrating that the land to be dedicated (including any imported fill) meets applicable environmental standards for residential development or such lesser standard acceptable to the City.

(a) **Disclaimer of Representations and Warranties by Developer.** Neither Developer nor any of its agents, employees or contractors has made and is not now making, and City has not relied upon and will not rely upon (directly or indirectly), any warranties or representations of any kind or character, express or implied, oral or written, past, present or future, with respect to the Dedication Parcel, including, but not limited to, warranties or representations as to (a) matters of title, (b) environmental matters relating to the Dedication Parcel or any portion thereof, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, water percolation, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes, (d) whether, and to the extent to which, the Dedication Parcel or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) zoning to which the Dedication Parcel or any portion thereof may be subject, (h) the availability of any utilities to the Dedication Parcel or any portion thereof including, without limitation, water, sewage, gas and electric, (i) usages of adjoining projects or the development of the Dublin Centre (DC) Residential Project, (j) access to the Dedication Parcel or any portion thereof, (k) the value, compliance with the plans, size, location, age, use, design, quality, descriptions, suitability, structural integrity, operation, title to, or physical or financial condition of the Dedication Parcel or any portion thereof, (l) any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Dedication Parcel or any part thereof, (m) the presence of hazardous substances in or on, under or in the vicinity of the Dublin Centre (DC) Residential Project, (n) the condition or use of the Dedication Parcel or compliance of the Dedication Parcel with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, disability laws (including Americans with Disabilities Act and the Fair Housing Act), codes or other similar laws, (o) the existence or non-existence of underground storage tanks, (p) any other matter affecting the stability or integrity of the Dedication Parcel, (q) the potential for further development of the Dedication Parcel, (r) the existence of vested land use, zoning or building entitlements affecting the Dedication Parcel, (s) the Development Agreement, (t) the merchantability of the Dedication Parcel or fitness of the Dedication Parcel for any particular purpose (City affirming that City has not relied on the skill or judgment of Developer or any of its agents, employees or contractors to select or furnish the Dedication Parcel for any particular purpose, and that Developer makes no warranty that the Dedication Parcel is fit for any particular purpose) or (u) tax consequences (including, but not limited to, the amount, use or provisions relating to any tax credits). City further acknowledge that any information of any type which City has received or may receive from Developer or any of its agents, employees or contractors including, without limitation, any environmental reports and surveys, is furnished on the express condition that City shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever.

(b) **Dedication “As Is”.** City represents that it is a knowledgeable, experienced and sophisticated party and that it has relied and shall rely solely upon (a) its own expertise and that of its consultants in acquiring the Dedication Parcel, and (b) its own knowledge of the Dedication Parcel based on its investigations and inspections of the Dedication Parcel. City has conducted such inspections and investigations of the Dedication Parcel as City deemed or shall deem necessary, including, but not limited to, the physical and environmental conditions of the Dedication Parcel and shall rely upon same. City shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by its inspections and investigations. City acknowledges and agrees that Developer shall dedicate and convey to City and City shall accept the Dedication Parcel “as is, where is,” with all faults and defects (latent and apparent). Except as set forth in this Agreement, City further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Dedication Parcel by Developer or any agent, employee or contractor of Developer or any third party. Developer is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Dedication Parcel furnished by any real estate broker, contractor, agent, employee, servant or other person, unless the same are specifically set forth in this Agreement. City acknowledges that the no monetary consideration for the Dedication Parcel reflects the “as is” nature of this donation and any faults, liabilities, defects or other adverse matters that may be associated with the Dedication Parcel. City has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. City acknowledges and agrees that the disclaimers and other agreements set forth in this Section are an integral part of this Agreement.

(c) **Developer Released From Liability.** Except as expressly contained within this Agreement, City and anyone claiming by, through or under City hereby waives its right to recover from and fully and irrevocably releases Developer, and its each of its employees, officers, directors, affiliates, members, managers, parent, subsidiaries, successors and assigns (collectively, “Released Parties”) from any and all claims, responsibility and/or liability of any and every kind or character, known or unknown, that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action to the extent arising from or related to the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise, and the presence in the soil, air, structures and surface and subsurface waters of materials or substances that have been or may in the future be determined to be hazardous substances or otherwise toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Dedication Parcel under current or future federal, state and local laws regulations or guidelines), valuation, salability or utility of the Dedication Parcel, or its suitability for any purpose whatsoever. This release includes claims of which City is presently unaware or which City does not presently suspect to exist which, if known by City, would materially affect the City’s release to Developer. In this connection and to the extent permitted by law, City hereby agrees, represents, and warrants that City realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and City further agree, represent and warrant that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that, subject to the terms of this Section, City nevertheless hereby intend to release, discharge and acquit Developer and the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and

expenses. Subject to the terms of this Section, City specifically waive the provision of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(d) **Future Conveyances by City.** Should the City convey the Dedication Parcel or any portion thereof, it shall ensure that terms equivalent to the Sections 4(a) through 4(c) for the benefit of Developer are included in any agreement pursuant to or through which the conveyance is completed.

5. **Low and Moderate Income Accessory Dwelling Units.** In addition to the Developer's obligations pursuant to Sections 2 to 4 hereof, Developer shall provide for the construction of a minimum of one-hundred-and-five (105) attached accessory dwelling units which shall, if rented, be available and restricted to Lower Income Households and Moderate Income Households (the "Low/Mod ADU Inclusionary Units") in accordance with the following requirements:

(a) **Unit Location.** Developer shall construct the Low/Mod ADU Inclusionary Units in the locations identified in the approved Inclusionary Unit Map (Exhibit B), which will satisfy Section 8.68.030 of the Inclusionary Housing Requirements. The Community Development Director may administratively approve changes in the location of the Low/Mod ADU Inclusionary Units provided that he or she finds that the units are reasonably dispersed as required by Section 8.68.030.E.

(b) **Unit Bedrooms and Size.** Fifty percent of the Low/Mod ADU Inclusionary Units shall be at least 500 square feet in size and the other fifty percent of the Low/Mod ADU Inclusionary Units shall be at least 475 square feet in size consistent with the approved Site Development Review, and shall have kitchen and bathroom facilities separate from the main housing unit. The City Council, in approving this agreement, hereby finds that the Low/Mod ADU Inclusionary Units which meet the foregoing requirements satisfy the unit size requirements of Section 8.68.030.E of the Inclusionary Housing Requirements.

(c) **Regulatory Agreements.** Prior to transferring ownership to a buyer of a single family home which includes a Low/Mod ADU Inclusionary Unit, Developer shall require that the initial buyer and the City execute a Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") in substantially the form attached hereto as Exhibit F. Half of the Regulatory Agreements shall restrict the Low/Mod Inclusionary Unit to Low Income Households, and half of the Regulatory Agreements shall restrict the Low/Mod Inclusionary Unit to Moderate Income Households. The income levels of each of the Low/Mod Inclusionary Units shall be as identified in the Inclusionary Unit Map. The Regulatory Agreement shall serve as the agreement required by Section 8.68.050.C of the Inclusionary Housing Requirements. Upon the initial sale of a single family home with a Low/Mod ADU Inclusionary

Unit and the recordation of the Regulatory Agreement against such home, Developer shall have no further obligations or liabilities with respect to such Low/Mod ADU Inclusionary Unit, including but not limited to, monitoring the compliance with this Agreement or the Regulatory Agreement by the owner of the home or any successor, and responsibility for compliance with the Regulatory Agreement as to that Low/Mod ADU Inclusionary Unit shall thereafter be the burden of the then owner. Developer shall remain responsible for compliance with this Agreement as to all other Low/Mod ADU Inclusionary Units not yet sold. The City and Developer agree that a breach of the Regulatory Agreement by a purchaser of a home with a Low/Mod ADU Inclusionary Unit shall not constitute a default or breach by Developer. The Low/Mod ADU Inclusionary Units shall not require owner-occupancy consistent with Section 8.80.030(M).

(d) City Administrative Fee. Prior to the City's execution of each Regulatory Agreement with the initial buyer of a Townhome which includes a Low/Mod ADU Inclusionary Unit, Developer shall pay the City a City Administrative Fee, in an amount to be established from time to time by the City Council. The City Administrative Fee for Secondary Units (ADU's) is currently set at \$1,708 per unit and is subject to periodic adjustment.

6. **Attorneys' Fees.** If legal action is necessary to enforce any provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and legal costs.

7. **Amendments.** This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in interest. If Developer proposes a change to this Agreement, Developer shall pay the City its reasonable costs, including attorneys' fees, incurred in negotiating such changes, and Developer shall, if requested by the City, provide the City with a reasonable deposit to cover the City's reasonable costs, upon Developer initiating such negotiations.

## **8. Assignments and Transfers.**

(a) Right to Assign. Developer may wish to sell, transfer or assign all or portions of the Development Site to other developers (each such other developer is referred to as a "Transferee"). In connection with any such sale, transfer or assignment to a Transferee, Developer may sell, transfer or assign to such Transferee any or all rights, interests and obligations of Developer arising hereunder and that pertain to the portion of the Development Site being sold or transferred, to such Transferee, provided, however, that no such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written notice to City and approval by the City Manager, which approval shall not be unreasonably withheld or delayed.

(b) Approval and Notice of Sale, Transfer or Assignment. The City Manager shall consider and decide on any transfer, sale or assignment within thirty (30) days after Developer's notice thereof, provided all necessary documents, certifications and other information are provided to the City Manager to enable the City Manager to determine whether the proposed Transferee can perform the Developer's obligations hereunder. Nothing herein shall be deemed to limit the right of Developer to freely alienate or transfer all or any portion of the Development Site, provided however, Developer shall not be released from liability under this Agreement unless and until the approved Transferee shall have agreed in writing to be bound by and to comply with

the requirements of this Agreement and any documents executed hereunder and the City Manager has approved of such Transferee in accordance with this Section 8(b). Notice of any such approved sale, transfer or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Alameda County, in a form acceptable to the City Manager, concurrently with such sale, transfer or assignment.

(c) Effect of Sale, Transfer or Assignment. Developer shall be released from any obligations and liability hereunder sold, transferred or assigned to a Transferee pursuant to Section 8(a) of this Agreement, provided that: (a) such sale, transfer or assignment has been approved by the City Manager pursuant to Sections 8(a) and 8(b); and (b) such obligations are expressly assumed by Transferee and provided that such Transferee shall be subject to all the provisions hereof.

(d) Permitted Assignments. Pursuant to the Purchase and Sale Agreement and Joint Escrow Instructions dated as of June 24, 2022, as amended, KL LB BUY 2 LLC, a Delaware limited liability company ("Nominee"), as nominee of Developer, will acquire the Development Site. Nominee has granted to Developer the option to purchase the Dedication Parcel. Notwithstanding the foregoing, no approval of the City Manager shall be required pursuant to Section 8(a) and (b) for (i) the Development Site to be conveyed to Nominee and (ii) Nominee's conveyance of portions of the Development Site to Developer in phases; provided that no release of liability shall occur until a duly executed written assignment and assumption of liability meeting the requirements of Section 8 (b), (c) and (d) has been provided to City, in a form which is reasonably acceptable to City. With respect to assignments permitted under this Section 8(d), the written assignment and assumption of liability shall clearly state which party has responsibility for each of the specific responsibilities under this Agreement. Upon written notice to the City of any such conveyance, Nominee shall be released from any obligations and liability hereunder only with respect to the portion of the Development Site conveyed to Developer, provided that such assigned obligations are expressly assumed by Developer.

9. **Successors.** Except as specifically provided in this Agreement, this Agreement shall bind and inure to the benefit of all successors and assigns of the parties. Developer shall provide notice to the City of the names and mailing addresses of any such successors or assigns.

10. **Hold Harmless.** Developer shall hold City, its elective and appointive boards, commissions, officers, employees and agents harmless from and against any or all loss, liability, expense, claim, costs, suits, damages of every kind, nature and description, to the extent caused by Developer's performance of or failure to perform its obligations pursuant to this Agreement. Developer shall defend City and its elective and appointive boards, commissions, officers, employees and agents from and against any suits or actions at law or in equity for damages caused or alleged to have been caused, by Developer's performance of or failure to perform its obligations pursuant to this Agreement.

11. **Enforcement.** If the Developer defaults in the performance or observance of any covenant, condition, restriction or obligation of the Developer as set forth in this Agreement, and such default remains uncured for a period of thirty (30) days after notice thereof is given by the City (or such longer period as may be necessary to cure the default, provided that Developer

commence the cure within the thirty (30) day period and diligently prosecutes the cure to completion), the City may take any one or more of the following steps:

(a) By specific performance or other action or proceeding at law or in equity, require the Developer to perform its obligations under this Agreement or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder.

(b) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and restrictions of the Developer under this Agreement.

If Developer transfers any portion of the project in bulk and a Transferee defaults under this Agreement, the City shall exercise the foregoing remedies only with respect to the defaulting Transferee and its portion of the project; and so long as Developer has not otherwise defaulted hereunder, the City shall not seek to exercise any rights and remedies against Developer.

12. **Corporate Authority.** If Developer is a corporation, each individual signing this Agreement on behalf of that corporation represents and warrants that each of them is duly authorized to execute and deliver this Agreement on behalf of the corporation and that the Agreement is binding on the corporation in accordance with its terms.

13. **Notices, Demands and Communications Between the Parties.** Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, or by a reputable overnight courier such as FedEx, to the address of City and Developer, as applicable, as set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate as provided in this Section. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, two (2) calendar days after it is placed in the United States mail as heretofore provided, or one (1) calendar day after it is submitted to a reputable overnight courier.

If to Developer: Landsea Homes Of California LLC  
3130 Crow Canyon Place, Suite 325  
San Ramon, CA 94583  
Attention: Tom Baine and David Mello

If to City: City of Dublin  
100 Civic Plaza  
Dublin, CA 94568  
Attention: City Manager  
With copy to City Attorney

14. **Entire Agreement.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect. No provision of this Agreement may be amended, waived, or added except by an instrument in writing signed by the Parties hereto.

15. **Incorporation of Exhibits.** All exhibits referred in this Agreement are incorporated herein by reference.

16. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

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

CITY OF DUBLIN

By: \_\_\_\_\_  
Colleen Tribby, City Manager

Attest

\_\_\_\_\_  
Marsha Moore, City Clerk

Approved as to Form

\_\_\_\_\_  
John Bakker, City Attorney

LANDSEA HOMES OF CALIFORNIA  
LLC., a Delaware limited liability company

Signed by:  
*tom blaine*  
By: \_\_\_\_\_  
40E73BEC48D8497  
Tom Blaine, Division President

STATE OF CALIFORNIA )  
 )  
COUNTY OF )

WITNESS my hand and official seal.

Name: \_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Development Site Legal Description**

The Land referred to herein below is situated in the County of Alameda, State of California, and is described as follows:

**PARCEL ONE:**

PARCEL 2 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

**PARCEL TWO:**

PARCEL 3 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

**PARCEL THREE:**

PARCEL 4 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

APN: 985-0051-006 (AFFECTS: PARCEL ONE); 985-0052-024 (AFFECTS: PARCEL TWO) and 985-0052-025 (AFFECTS: PARCEL THREE) (APN provided for informational purposes only.)

**EXHIBIT B**

**Inclusionary Unit Map**

[Attached]

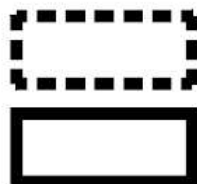
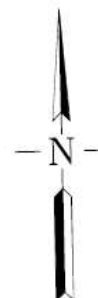


**EXHIBIT B-1**  
**INCLUSIONARY UNIT MAPS**  
 CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

**RJA**  
**RUGGERI-JENSEN-AZAR**  
 ENGINEERS ■ PLANNERS ■ SURVEYORS  
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588  
 PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: MAY 14, 2024 JOB NO. 171026 SHEET 1 OF 1

**EXHIBIT C**

**BMR Resale Restrictions and Option to Purchase Agreement**

[Attached]

**Recording requested by and when  
recorded mail to:**

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

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

(Space Above This Line For Recorder's Use Only)

City Clerk Department\Agreements/Contracts\0600-25

**Development:**

**Owner:**

**APN:**



## RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE

City of Dublin Affordable Housing Program  
(Inclusionary Units)

**NOTICE: THIS DOCUMENT CONTAINS RESTRICTIONS ON THE USE,  
SALE AND REFINANCING OF THIS PROPERTY.**

This RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE (this "Agreement") is entered into by and between the CITY OF DUBLIN, a California municipal corporation (the "City") and **Owner Name(s) as appears on title** ("Owner") regarding certain improved real property which is more particularly described in Exhibit A attached hereto and incorporated herein and commonly known as **Address, Dublin, CA 94568** (the "Property") effective as of **Date** (the "Effective Date"). City and Owner are hereinafter collectively referred to as the "Parties."

### RECITALS

**WHEREAS**, pursuant to its Inclusionary Zoning Regulations (Dublin Municipal Code Section 8.68), the City has established a program to further its goal of creating affordable home ownership opportunities for low- and moderate-income households by providing for the construction and sale of certain homes at a price below their market rate (the "Program");

**WHEREAS**, Owner qualifies as an Eligible Household under the Program and intends to occupy and maintain the Property as Owner's principal residence;

**WHEREAS**, to maintain and preserve the Property as housing affordable to eligible moderate-income purchasers, it is necessary to restrict the use and resale of the Property through imposition of the occupancy and resale restrictions set forth herein. These restrictions are intended to prevent uses of the Property for purposes that are incompatible with the Program, and to prevent unwarranted gains from sale of the Property at an

unrestricted price. The Owner's obligations set forth in this Agreement as secured by the Performance Deed of Trust, and the Option granted to the City hereby, are intended to provide the necessary occupancy and resale restrictions to ensure that the Property is used, maintained, and preserved as housing affordable to eligible low- and moderate-income purchasers;

**WHEREAS**, the Property constitutes a valuable community resource by providing decent, safe, and sanitary housing to persons and families of low- and moderate-income who would otherwise be unable to afford such housing. To protect and preserve this resource, it is necessary, proper, and in the public interest for the City to administer occupancy and resale controls consistent with the Program and applicable law by means of this Agreement;

**WHEREAS**, notwithstanding the foregoing, the City has provided a mechanism to allow for the release of the resale restrictions for Below Market Rate ("BMR") properties in the Program whose owners are unable to sell them under certain limited circumstances, at the sole discretion and approval of the City, pursuant to the City's adopted Guidelines to the Inclusionary Zoning Regulations Ordinance ("Guidelines"), at Section 6.5.2 ("Release of Resale Restrictions").

**NOW THEREFORE**, in consideration of the substantial economic benefits received by the Owner and the public purposes served under the Program, Owner and City agree as follows:

## **AGREEMENT**

### **1. Definitions**

As used in this Agreement, the following terms have the meanings set forth below. Other additional terms are defined as necessary throughout this Agreement.

**"Adjusted Resale Price"** means Base Resale Price as adjusted by the factors listed in Section 6.2, not to exceed Affordable Unit Cost.

**"Affordable Unit Cost"** means a sale price that will result in a homeowner's annual housing expenses not exceeding 35% of the maximum qualifying income level, adjusted for household size appropriate for the unit. For purposes of this definition, "housing expenses" means principal, interest, property taxes, property and mortgage insurance, and homeowners' association dues. "Maximum qualifying income level" means: (i) for Moderate-Income Households – 120% of Area Median Income; and (ii) for Low-Income Households – 80% of Area Median Income. "Household size appropriate for the unit" means one person for a studio, two persons for a one-bedroom unit, three persons for a two-bedroom unit, four persons for a three-bedroom unit, and five persons for a four-bedroom unit.

**"Area Median Income" or "AMI"** means the area median income adjusted for household size as published annually by the California Department of Housing and Community Development ("HCD") for the County of Alameda, pursuant to California Health and Safety Code Section 50093 or successor provision.

**“Base Resale Price”** means the unadjusted value of the Property as determined in Section 6.1.

**“Eligible Capital Improvements”** means any health and safety-related improvements to the Property as may be approved by the City in accordance with Section 3.5.

**“Eligible Household”** means a household whose gross annual income does not exceed the Low- or Moderate-Income limits of 80% and 120% AMI, respectively, and which otherwise meets the Program criteria.

**“Event of Default”** is any breach by Owner of the covenants and conditions of this Agreement as set forth in Section 11.1, or other event described herein, which gives rise to the City’s right to exercise the Option.

**“Excess Sale Proceeds”** means the Owner’s obligation to pay to the City the difference between the amount that Owner would have received from sale of the Property to an Eligible Household at the Adjusted Resale Price, and the amount received from sale of the Property to a Market Purchaser or in other circumstances as described in Section 6.3.

**“Guidelines”** means the City’s Guidelines to the Inclusionary Zoning Regulations Ordinance set forth in Chapter 8.68 of the City’s Municipal Code, as amended from time to time, which terms and provisions are made a part hereof and incorporated into this Agreement as if they were expressly set forth herein.

**“Market Purchaser”** means a household to whom the Property is sold in the event that Owner is unable to locate an Eligible Household, pursuant to the terms and conditions set forth in Section 5.8.

**“Option”** means the City’s right to purchase the Property at the Adjusted Resale Price upon the occurrence of an Option Event, in accordance with Section 4.

**“Option Event”** is any event, as identified in Section 4.3, which gives rise to the City’s right to exercise the Option.

**“Permitted Exceptions”** means any exceptions to title, liens or other encumbrances expressly permitted by the City to be recorded against the Property.

**“Permitted Transfer”/“Permitted Transferee”** shall mean an authorized conveyance or transfer of interest in the Property as specifically provided in Section 2.3, or the person(s) to whom the Property interest is conveyed, which shall not trigger exercise of the Option or be otherwise considered an Option Event.

**“Principal Residence”** means the place where a person resides on a substantially full-time basis during not less than ten (10) months per year.

**“Resale Restrictions”** means, collectively, the restrictions on sale price and transfer of the Property as set forth in this Agreement.

**“Term of the Resale Restrictions and Option”** means **55 years**, commencing upon the date the unit was placed into service as an inclusionary unit, and resetting upon each sale

of the BMR unit; i.e., the **original owner's date of signing**, hereby understood by the Parties to be **[EFFECTIVE DATE OF ORIGINAL RRA FOR PROPERTY]**

**"Transfer"** means any sale, conveyance, assignment, or transfer of any interest in the Property, whether voluntary or involuntary.

## 2. Program Requirements

2.1 General Resale Restrictions. Owner hereby covenants and agrees that during the term of this Agreement, the Property shall be sold or transferred only to: (i) Eligible Households at a price not to exceed the Adjusted Resale Price, as described in Section 6.2; (ii) a Permitted Transferee pursuant to Section 2.3; (iii) the City, pursuant to exercise of the Option as described in Sections 4 and 5; or, (iv) in the event that Owner is unable to locate an Eligible Household, to a Market Purchaser as provided in Section 5.8 and other applicable provisions of this Agreement. Any sale or other transfer of the Property in violation of any Resale Restriction set forth herein is prohibited and shall constitute an Event of Default and/or an Option Event entitling City to exercise its Option to purchase the Property.

2.2 Principal Residence Requirement. Owner covenants and agrees to occupy the Property as Owner's Principal Residence throughout the period of time that Owner owns the Property, and that Owner shall not rent or lease the Property or portion thereof during the Term of the Resale Restrictions and Option. Owner shall take possession of and occupy the Property within sixty (60) days of close of escrow for the Property. Owner shall be considered to occupy the Property as a Principal Residence if the Owner personally resides in the Property for at least ten (10) months out of each calendar year. Notwithstanding the foregoing, Owner may exercise any exemptions to the owner-occupancy requirement provided for in the City's then-current Guidelines.

2.2.1 Annual Occupancy Certification. On at least an annual basis or as otherwise determined necessary by the City, Owner shall provide written certification, in form provided by City, that Owner occupies the Property as Owner's Principal Residence and that Owner is not impermissibly renting or leasing the Property to another party. Owner shall provide such documents and other evidence as City may reasonably request to verify compliance with the requirements of this section.

2.2.2 Successor Owners. During the Term of the Resale Restrictions and Option, successor owners of the Property shall be obligated to use the Property as such successor's Principal Residence for the duration of the successor's ownership, except as otherwise provided in Section 5.8 with regard to a Market Purchaser. Abandonment of the Property by Owner or any successor shall constitute an Option Event triggering the City's right to exercise the Option to purchase the Property.

2.3 Permitted Transfers. As provided under this section, transfers of title to the Property, or of any estate or interest therein, shall not be considered Option Events, provided that the transferee assumes, within 30 days following a written request by City, all of Owner's duties and obligations under this Agreement pursuant to a written assumption agreement or execution of an agreement substantially similar to this Agreement, in form(s) acceptable to the City. Notwithstanding any Permitted Transfer, the Option shall remain effective with

respect to the Property for the duration of the Term of the Resale Restrictions and Option. Permitted Transfers shall include:

- (a) Transfer by devise or inheritance to Owner's spouse or domestic partner following the death of Owner;
- (b) Transfer by Owner to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Property;
- (c) Transfer of title to a spouse as part of a divorce or marriage dissolution proceeding; and
- (d) Transfer by Owner into an inter vivos trust in which the Owner is a beneficiary; provided, however, that in every case: (i) written notice of each such transfer shall be provided to City, and (ii) Owner shall continue to occupy the Property as his or her principal place of residence except where the transfer occurs pursuant to subsection (a) or (c) above, in which event the transferee shall owner-occupy the Property.

**2.3.1 Domestic Partners.** For purposes of this Agreement and requirements of the Program, "domestic partner" shall mean two unmarried people, at least eighteen (18) years of age, who have lived together continuously for at least one year and who are jointly responsible for basic living expenses incurred during their domestic partnership. Domestic partners may not be persons related to each other by blood or adoption such that their marriage would be barred in the state of California. The City shall consider an individual to be Owner's domestic partner, exclusively for purposes of the Program and this Agreement, upon Owner's presentation to the City of an affidavit or other acceptable evidence of the domestic partnership. No legal rights, obligations, or incidents of domestic partnership or marriage, as recognized under any local, state, or federal law, are granted, established, or implied by this Agreement or as a result of Owner's and Owner's household's participation in the Program.

**2.3.2 Inheritance.** In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Property shall provide written notice to the City of the Owner's death within thirty (30) days of the date of death, and the following procedures shall apply:

- (a) If the person inheriting the Property (the "Inheriting Owner") is the child or stepchild of the deceased Owner (an "Inheriting Child"), he or she shall provide the City with documentation that he or she is the child or stepchild of the deceased Owner together with income information, to be verified by the City, so that the City may determine if the Inheriting Child is an Eligible Household.
- (b) If the Inheriting Child fails to provide required documentation of his or her relationship to the Owner or financial information, he or she shall be deemed not to qualify as an Inheriting Child and/or Eligible Household, as applicable. If the Inheriting Child qualifies as an Eligible Household, he or she shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City

Deed of Trust, and new documents shall be executed between the Inheriting Child and the City and recorded against the Property.

(c) If the Inheriting Child fails to qualify as an Eligible Household, he or she shall be required to Transfer the Property to an Eligible Household at a price not exceeding the Adjusted Resale Price, pursuant to the procedures set forth in this Agreement and the City may exercise its Option; provided however, the Inheriting Child may occupy the Property for up to twelve (12) months provided that the Inheriting Child remains in compliance with the requirements of this Agreement and the Deed of Trust.

(d) If the Inheriting Owner is not the child or stepchild of the deceased Owner, he or she shall Transfer the Property to an Eligible Household at a price not exceeding the Adjusted Resale Price, pursuant to the procedures set forth in this Agreement, and the City may exercise its Option. In this event, the Inheriting Owner shall provide the City with a Notice of Intent to Transfer within sixty (60) days of the date of death of the Owner.

(e) Failure of an Inheriting Owner to follow the procedures and provide the notices as required under this Section 2.3.2 shall constitute an Event of Default under this Agreement, and the City may then exercise any of the remedies set forth in this Agreement or available to the City under law or equity, including, without limitation, exercise of the Option.

**2.3.3 Changes to Title.** Notwithstanding any other provision of Section 2.3 and subsections thereto, Owner shall obtain City's written approval prior to making any changes to the title of the Property, including but not limited to, the addition or deletion of the names of any person to or from title to the Property.

### **3. Restrictions on Financing Secured by Property**

**3.1 Encumbrances.** Other than this Agreement and related Performance Deed of Trust, Owner shall permit no mortgage, deed of trust or other security instrument to be recorded against the Property, excepting the following: (i) a fixed rate conventional mortgage with a term of up to 30 years, (ii) any California Housing Finance Agency ("CalHFA") product or mortgage loan insured by the Federal Housing Administration ("FHA"), (iii) a mortgage loan guaranteed by the Department of Veterans Affairs (VA), (iv) other recordable documents such as the City may require under the Program, (v) other loan products approved by City, and (vi) encumbrances that are approved by the City as Permitted Exceptions. Owner hereby covenants and agrees to use commercially reasonable efforts to ensure that any permissible deed of trust or other agreement encumbering the property shall include provisions for notice of any default thereunder to be delivered to City and for City's right to cure such default at City's election. As used herein, "First Lender" shall refer to a mortgagee under a mortgage or a beneficiary under a deed of trust that is first in priority under the recording statutes of the State of California over all other mortgages or deeds of trust encumbering the Property, and any insurer or governmental guarantor of such mortgage or deed of trust. Notwithstanding any other provision of this Agreement, in no event shall the Option, any occupancy and resale restrictions contained herein, or any other provision of this Agreement, impair the rights of the

First Lender to cure a default under the loan terms, to foreclose on the Property, or to otherwise protect its interests under the mortgage.

3.2 Initial Financing. Owner's aggregate purchase money financing for the Property ("Initial Financing") shall not exceed an amount equal to one hundred percent (100%) of the Base Resale Price calculated as provided in Section 6.1.

3.3 Junior Loans. Mortgage loans or equity lines of credit junior in lien priority to the Performance Deed of Trust are not permitted, except when expressly approved by the City in writing. The City shall only approve junior mortgage loans or equity lines of credit as follows:

(a) The loan or equity line of credit does not cause the Property's loan to value ratio (calculated by comparing the total debt secured by the Property to the Adjusted Resale Price of the Property) to exceed 100%.

(b) The proceeds of such loan or equity line of credit are used only for Eligible Capital Improvements; and

(c) The total outstanding balance of principal and any accrued interest on all loans secured by the Property does not exceed the Adjusted Resale Price.

3.4 Refinancing. Any prepayment and refinance of the Initial Financing shall not be permitted unless expressly approved by the City in writing, and the City may approve such refinancing only if all of the following conditions are met:

(a) the refinance reduces Owner's interest rate and monthly payments of principal and interest on the Initial Financing or shall be used to finance Eligible Capital Improvements;

(b) the refinance does not cause the principal amount of all debt secured by the Property to exceed the then outstanding balance (plus refinancing and closing costs) of the Initial Financing plus the cost of any Eligible Capital Improvements that shall be made by Owner;

(c) the refinance does not result in Owner receiving any cash from the refinance except for Eligible Capital Improvements;

(d) the refinance does not cause the Property's loan to value ratio (calculated by comparing the total debt secured by the Property to the Adjusted Resale Price) to exceed 100% if the Owner does not receive any cash from the refinance, or 97% if the Owner receives cash from the refinance for Eligible Capital Improvements; and,

(e) the total outstanding balance of principal and any accrued interest on all loans secured by the Property does not exceed the Adjusted Resale Price.

3.5 Financing of Eligible Capital Improvements. In the City's exercise of reasonable discretion in accordance with the Guidelines, the City will approve capital improvements to improve adverse health and safety conditions. Only such improvements as

are approved by the City shall be deemed Eligible Capital Improvements. In the event that the Owner (i) refinances the Initial Financing in accordance with Section 3.4, or (ii) borrows a junior loan or takes an equity line of credit, in accordance with Section 3.3, for purposes of making Eligible Capital Improvements, Owner shall provide adequate documentation to City, in a form acceptable to City in its sole and absolute discretion, that any amount of funds received by Owner for such Eligible Capital Improvements shall be and are used exclusively for that purpose.

3.6 Preservation of Affordability; Subordination. The City and the Owner agree that the requirements of Section 3 and subsections hereto are necessary to ensure the continued affordability of the Property to Owner and to minimize the risk of loss of the Property by Owner through default and foreclosure of mortgage loans. Owner further acknowledges that violation of the provisions of this Section 3 shall constitute a Default under this Agreement. In no case shall this Agreement and the Performance Deed of Trust be in lower than third lien position on the Property. Any subordination agreement to be executed by City shall include notice and cure rights for City regarding any defaults in the mortgage to which the City is subordinating.

3.7 For purposes of this Section 3 and subsections hereto, the Adjusted Resale Price shall be calculated by the City pursuant to Section 6.2 of this Agreement as of the earlier of (i) the date on which the deed of trust or mortgage securing the new mortgage is filed for recordation in the Official Records of the County of Alameda, or (ii) the date the City receives a Notice of Intent to Transfer pursuant to Section 5.1.

#### **4. City's Option to Purchase Property**

4.1 Grant of Option to Purchase. Owner hereby grants to the City an Option to purchase the Property, subject only to Permitted Exceptions, at the Adjusted Resale Price, upon the occurrence of an Option Event in accordance with the terms and conditions contained herein.

4.2 Assignment of the Option. The City may assign the Option to another government entity, a non-profit affordable housing provider, or a person or family that qualifies as an Eligible Household. The City's assignment of the Option shall not extend any time limits contained herein with respect to the exercise period of the Option or the period within which the Property must be purchased.

4.3 Events Giving Rise to Right to Exercise Option. The City shall have the right to exercise its Option upon the occurrence of any of the following events (each, an "Option Event"):

- (a) Receipt of a Notice of Intent to Transfer (see Section 5.1, below);
- (b) Receipt of a Notice of Owner's Inability to Locate an Eligible Household as described in Section 5.8;
- (c) Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Property or of any estate or interest therein, except as otherwise provided in Section 3;

(d) Any actual, attempted or pending encumbrance of the Property, including without limitation by way of mortgage or deed of trust, or by judgment, mechanics, tax or other lien, except as provided in Section 3;

(e) Recordation of a notice of default and/or notice of sale pursuant to California Civil Code Section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Property;

(f) Commencement of a judicial foreclosure proceeding regarding the Property;

(g) Execution by Owner of any deed in lieu of foreclosure transferring ownership of the Property, except as otherwise provided in Section 4.6.2;

(h) Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or

(i) The occurrence of an Event of Default as described in Section 11.

4.4 Right of Reinstatement. If the Option Event is the recordation of a notice of default, then the City shall be deemed to be Owner's successor in interest under California Civil Code Section 2924c (or successor section) solely for purposes of reinstatement of any mortgage on the Property that has led to the recordation of the notice of default. As Owner's deemed successor in interest, the City shall be entitled to pay all amounts of principal, interest, taxes, assessments, homeowners' association fees, insurance premiums, advances, costs, attorneys' fees and expenses required to cure the default. If the City exercises the Option, then any and all amounts paid by the City pursuant to this section shall be treated as Adjustments to the Base Resale Price for the Property, as described in Section 6.2 below.

#### 4.5 Priority and Effectiveness of the Option

4.5.1 Recordation. This Agreement shall be recorded in the Office of the Recorder of the County of Alameda on or as soon as practicable after the Effective Date. Except as otherwise expressly provided in Section 5.8 of this Agreement, the Option shall have priority over any subsequent sale, conveyance, transfer, lease or other disposition or encumbrance of the Property, or of any estate or interest therein, and in the event of exercise of the Option by City, the City shall take the Property subject only to Permitted Exceptions. The exercise of the Option by the City at any time and from time to time shall not extinguish the Option or cause a merger of the Option into any estate or other interest in the Property, and the Option shall continue to exist and be effective with respect to the Property against any and all subsequent owners.

4.5.2 Request for Notice of Default. The City shall file a Request for Notice of Default for recordation in the Office of the Recorder of the County of Alameda promptly upon execution of this Agreement (see Exhibit E).

4.5.3 Subordination. The City agrees that in order to assist qualified purchasers to secure purchase money financing for the acquisition of the Property, the City will enter into a subordination agreement with a senior purchase money lender to subordinate this Agreement under such terms as the City and the senior purchase money lender shall negotiate.

#### 4.6 Survival of Option Upon Transfer

4.6.1 In General. The City's right to exercise the Option shall survive any transfer of the Property by Owner, except as otherwise provided in Sections 4.6.2 and 5.8 of this Agreement. Each transferee, assignee or purchaser of the Property during the term hereof shall be required to execute an agreement substantially in the form of this Agreement, provided that the term of any such agreement shall be for the remainder of the term hereof as of the date of any such transfer, assignment or sale. The Option may be exercised against the Property throughout the term hereof, regardless of whether the Property is owned, possessed or occupied by Owner or any successor, transferee, assignee, heir, executor, or administrator of Owner, regardless of household income (if applicable) including a debtor-in-possession, debtor or trustee pursuant to Title 11 of the United States Code. Notwithstanding the foregoing, the Option shall not survive (i) the transfer of the Property to a third party purchaser pursuant to a judicial or non-judicial foreclosure or a deed-in-lieu of foreclosure under a power of sale contained in a mortgage or deed of trust held by a First Lender (as defined in Section 3.1), (ii) the recording of an instrument conveying Owner's interest in the Property to the City, or its assignee, provided the conveyance is in accordance with the terms of this Agreement, or (iii) upon transfer of the Property to a Market Purchaser pursuant to Section 5.8 of this Agreement.

4.6.2 HUD-Insured and CalHFA Deeds of Trust. Notwithstanding any other provisions of this Agreement, if Owner has acquired the Property using financing secured by a deed of trust or mortgage insured by the Federal Housing Administration (FHA) or the U.S. Department of Housing and Urban Development (HUD), or provided through the California Housing Finance Agency (CalHFA), then the Option, together with all occupancy and resale restrictions contained herein and in the Performance Deed of Trust, as applicable, shall automatically terminate if title to the Property is acquired by HUD, CalHFA, or another party, upon foreclosure of a deed of trust insured by HUD, or upon execution of a deed in lieu of foreclosure of said deed of trust.

### **5. Notice of Intent to Transfer; Exercise of Option; Consent to Transfer; Inability to Locate an Eligible Household**

5.1 Notice of Intent to Transfer. If Owner desires to sell, convey, lease, encumber (other than Permitted Exceptions pursuant to Section 3) or otherwise transfer the Property or any estate or interest therein (other than a Permitted Transfer pursuant to Section 2.3), Owner shall deliver written notice to City of such intent ("Notice of Intent to Transfer") by certified mail not less than 45 days prior to the date of such proposed sale, conveyance, transfer, lease, encumbrance or disposition. The Notice of Intent to Transfer shall be in substantially the form attached hereto as Exhibit B or such substitute form in use by City at such time. **Owner shall provide a Notice of Intent to Transfer to City prior to notifying real estate**

**brokers or lenders of Owner's intent to transfer the Property and prior to listing of the Property on any multiple listing service.**

5.2 Notice of Exercise. Upon the occurrence of any Option Event, including receipt of a Notice of Intent to Transfer, the City may exercise its Option by delivering, within the time period specified in Section 5.4, notice to Owner of City's intent to exercise such Option pursuant to the terms of this Agreement ("Notice of Exercise"). The Notice of Exercise may be in the form attached hereto as Exhibit C, or in such other form as the City may from time to time adopt. If the Option Event relates to the potential foreclosure of a deed of trust or mortgage, then the City shall also deliver the Notice of Exercise to the beneficiary or mortgagee under such mortgage, at such beneficiary's or mortgagee's address of record in the Office of the Recorder of Alameda County, and the City shall not complete the purchase of the Property if the default is cured within the time periods permitted by law.

5.3 Consent to Transfer. If the Option Event involves a Notice of Intent to Transfer the Property and the City does not exercise the Option, the City shall consent to the transfer, provided that all of the following requirements are satisfied: (i) the Owner uses bona fide good faith efforts to sell the Property to an Eligible Household in compliance with this Section as well as the requirements outlined in the Guidelines for below market rate unit marketing requirements. This includes, but is not limited to, listing the Property on the multiple listing service, keeping the Property in an orderly condition, making the Property available to show to agents and prospective buyers, and providing prospective buyers with Eligible Household requirements, including income qualifications and the form of the Disclosure Statement attached hereto as Exhibit F; (ii) the prospective purchaser qualifies as an Eligible Household; (iii) the proposed sale price of the Property does not exceed the Adjusted Resale Price; (iv) the prospective purchaser executes a Disclosure Statement in the form attached hereto as Exhibit F or such other form or forms as may be promulgated by the City; (v) the prospective purchaser executes an agreement substantially similar to this Agreement in a form approved by the City and such substitute agreement is recorded in the Official Records of Alameda County concurrently with the close of escrow for the sale of the Property (provided, however, that the Term of the Resale Restrictions and the Option will be for that portion of such term remaining as of the date of close of escrow for the sale of the Property to the prospective purchaser); and (vi) the prospective purchaser executes a Performance Deed of Trust in form provided by City and such Performance Deed of Trust is recorded concurrently with the close of escrow for the sale of the Property. The Performance Deed of Trust, attached hereto as Exhibit G, will secure the performance of the resale, refinancing, and occupancy restrictions set forth herein, the other obligations of the Property owner, and the obligation for payment of the City's Equity Share in connection with the first sale of the Property following the expiration of the Term of the Resale Restrictions and Option.

5.3.1 In the case of a proposed sale of the Property to an identified prospective purchaser, the Owner shall submit to the City, together with the Notice of Intent to Transfer, a copy of the following documents:

(a) prospective purchaser's income certification and a list of all assets owned by the prospective purchaser, and other financial information reasonably requested by City, in a form approved by the City;

(b) the income certification to be provided to any lender making a loan to the prospective purchaser; and

(c) a copy of the proposed sales contract and all documents setting forth the terms of sale, the name of the title company and escrow information.

The City or its authorized designee may require the prospective purchaser to provide documentation evidencing and supporting the income and other financial information contained in the certifications.

**5.3.2 Payment of Commissions.** In any sale or transfer of the Property as provided herein, Owner shall pay real estate agent commissions, if any, which shall not exceed six percent (6%) of the actual sales price.

**5.3.3 Expiration of Consent.** If the prospective purchaser fails to qualify as an Eligible Household or fails to execute and deliver any of the required documents specified above within the time period set forth in the Consent to Transfer, then the Consent to Transfer shall expire and the City may, at its discretion, either: (i) notify Owner of the disqualification, thereby entitling Owner to locate another purchaser who qualifies as Eligible Household; or, (ii) City may exercise the Option, as if no Consent to Transfer had been delivered.

**5.4 Time Periods for Notice of Exercise or Consent to Transfer.** Except as provided in Section 5.8 (Notice of Inability to Locate Eligible Household), to which the time periods set forth in this section shall not apply, or as otherwise specified below, the City shall deliver either a Notice of Exercise or a Consent to Transfer, as applicable, not later than thirty (30) days after the date that it receives a Notice of Intent to Transfer or other notice of an Option Event.

**5.4.1 Computation of Time.** For purposes of computing time under this section, the City shall be deemed to have received notice of an Option Event on the date of delivery of a Notice of Intent to Transfer, or on the date it actually receives a notice of default, trustee's sale, summons and complaint, or other pleading, or other writing specifically stating that an Option Event has occurred. The applicable time period for exercise of the Option shall not commence to run, and the City shall have no obligation to deliver a Notice of Exercise or Consent to Transfer, unless and until the City has received notification of an Option Event in accordance with the notice provisions in Section 5 of this Agreement.

**5.4.2 Notice of Default, Trustee's Sale, Judicial Foreclosure, or Deed in Lieu of Foreclosure.** Upon occurrence of an Option Event as described in Section 4.3 (e), (f), or (g), the City shall deliver the Notice of Exercise on or before sixty (60) days after the date that the City receives notice of the Option Event, and the City or its assignee shall close escrow for the purchase of the Property no later than 90 days after the date the City receives notification of such Option Event, unless extended by mutual agreement of Owner and the City. If title to the Property has transferred to or been acquired by HUD or CalHFA as provided in Section 4.6.2 of this Agreement, due to foreclosure of a deed of trust or execution of a deed in lieu of foreclosure, the City's Option shall terminate as of the date of such transfer.

5.4.3 Notice of Exercise After Expiration of Consent to Transfer. If a Consent to Transfer has expired as provided above in Section 5.3.3, the City's Notice of Exercise, if applicable, must be delivered no later than fifteen (15) days after the expiration of the Consent to Transfer.

5.4.4 Effect of Court Injunction or Order. If there is a stay or injunction imposed by court order precluding the City from delivering its Consent to Transfer or Notice of Exercise within the applicable time period, then the running of such period shall cease until such time as the stay is lifted or the injunction is dissolved and the City has been given written notice thereof, at which time the period for delivery of a Consent to Transfer or Notice of Exercise shall again begin to run.

5.5 No Deemed or Implied Consent; No Waiver. If the City in its sole discretion determines not to exercise the Option in any particular instance, or fails to deliver a Notice of Exercise or Consent to Transfer within the time periods set forth in Section 5.4 above, such determination or failure shall not affect City's rights to exercise the Option upon the occurrence of any future Option Event.

5.6 Inspection of Property. After receiving a Notice of Intent to Transfer or delivering a Notice of Exercise, the City shall be entitled to inspect the Property one or more times prior to the close of escrow to determine the amount of any Adjustments to the Base Resale Price. Before inspecting the Property, the City shall give Owner not less than forty-eight (48) hours written notice of the date, time and expected duration of the inspection. The inspection shall be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding court holidays, unless the parties mutually agree in writing to another date and time. Owner shall make the Property available for inspection on the date and at the time specified in the City's request for inspection.

## 5.7 Exercise of Option and Escrow

5.7.1 Timing of Escrow. Promptly after delivering a Notice of Exercise, the City shall open an escrow with a title company of City's choosing. Close of escrow shall take place on the later of the following dates: (i) sixty (60) days after a Notice of Exercise has been delivered; or, (ii) ten (10) days after Owner has performed all acts and executed all documents required for close of escrow; provided, however, that if the City exercises the Option upon the occurrence of an Option Event described in Section 4.3 (e), (f) or (g), close of escrow shall take place no later than 90 days after the date the City receives notification of such Option Event. Prior to the close of escrow, the City shall deposit into escrow the Adjusted Resale Price and all escrow fees and closing costs to be paid by City. Commissions (not to exceed 6% of the actual sales price), costs and title insurance premiums shall be paid pursuant to the custom and practice in the County of Alameda at the time of the opening of escrow, or as may otherwise be provided by mutual agreement. Owner agrees to perform all acts and execute all documents reasonably necessary to effectuate the close of escrow and transfer of the Property to the City.

5.7.2 Removal of Exceptions to Title, Escrow Proceeds. Prior to close of escrow, Owner shall cause the removal of all exceptions to title to the Property that were recorded after the Effective Date, with the exception of: (i) non-delinquent taxes

for the fiscal year in which the escrow closes, which taxes shall be prorated as between Owner and City as of the date of close of escrow; (ii) quasi-public utility, public alley, public street easements, sidewalks, and rights of way of record; (iii) such other liens, encumbrances, reservations and restrictions required or authorized by this Agreement or as may be approved in writing by City; and (iv) covenants, conditions and restrictions (CC&Rs) recorded in connection with the development of the Property as part of a common interest development ("Permitted Exceptions"). The purchase price deposited into escrow by the City shall be applied first to the payoff of the Permitted Exceptions recorded against the Property in order of lien priority, and thereafter to the payment of Owner's share of escrow fees and closing costs, including broker commissions. Any amounts remaining after the purchase price has been so applied, if any, shall be paid to Owner upon the close of escrow. If the purchase price is insufficient to satisfy all liens and encumbrances recorded against the Property, the Owner shall deposit into escrow such additional sums as may be required to remove such liens and encumbrances. In the event that the City agrees to proceed with close of escrow prior to the date that Owner has caused all exceptions to title other than Permitted Exceptions to be removed, then Owner shall indemnify, defend and hold City harmless from any and all costs expenses or liabilities (including attorneys' fees) incurred or suffered by City that relate to such exceptions and their removal from title to the Property.

**5.8 Notice of Inability to Locate Eligible Household.** If, despite bona fide good faith documented marketing efforts (as defined in the Guidelines at section 6.4.2), Owner is unable to locate an Eligible Household during the marketing period and any extensions to the marketing period granted by the City, the Owner shall provide written notice to the City of this fact in the form shown in Exhibit H attached to this Agreement (the "Owner's Notice of Inability to Locate Eligible Household") along with other documentation as required by City. Such documentation shall be required to be reviewed and approved by City to demonstrate Owner's eligibility under the policy set forth in the Guidelines allowing the release of resale restrictions for Below Market Rate ownership homes whose owners are unable to sell them under certain circumstances with City approval (the "Resale Restriction Release Policy"). Within fifteen (15) days of receipt of the Owner's Notice of Inability to Locate Eligible Household and other required documentation, and upon a determination that Owner complies with the requirements of the Resale Restriction Release Policy, the City shall provide written notice to Owner stating either (i) that the City will exercise the Option to purchase the Property, or (ii) that the Owner may transfer the Property to a Market Purchaser of the Owner's choosing who is not an Eligible Household, at an unrestricted price which is at or near fair market value (supported by a qualified appraisal), without taking into account the resale price restrictions imposed by this Agreement, and that the Owner shall pay any Excess Sales Proceeds to the City as set forth in Section 6.3 below.

**5.8.1 Extended Time for Close of Escrow.** If the City chooses to exercise its Option in response to the Owner's Notice of Inability to Locate Eligible Household, then the Option shall be exercised pursuant to the provisions of Section 5.7, except that close of escrow shall take place no later than seventy-five (75) days after the date of the City's written notification to Owner indicating City's exercise of its Option.

**5.8.2 Conditions for Release and Reconveyance.** If the Owner transfers the Property to a Market Purchaser, the purchaser shall not be required to execute a

resale agreement, and the City shall reconvey the liens of this Agreement and the Performance Deed of Trust, provided that the Owner pays the Excess Sales Proceeds to the City pursuant to Section 6.3 below. The Owner shall provide the City with the following documentation associated with such a transfer:

(a) The name, address, email, and phone contact information of the purchaser;

(b) The final sales contract and all other related documents which shall set forth all the terms of the sale of the Property, including the Closing Disclosure. Said documents shall include at least the following terms: (a) the sales price; and (b) the price to be paid by the Market Purchaser for the Owner's personal property, if any, for the services of the Owner, if any, and any credits, allowances or other consideration, if any.

(c) A written certification, from the Owner and the Market Purchaser in the form shown in Exhibit I, "Certification Upon Transfer of Property to Market Purchaser," that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Market Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from the Market Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to pursue any remedies at law or in equity such as may be appropriate. In any event, any costs, liabilities or obligations incurred by the Owner and the Market Purchaser for the return of any moneys paid or received in violation of this Agreement or for any costs and legal expenses, shall be borne by the Owner and/or the Market Purchaser and they shall hold the City and its designee harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.

(d) A copy of the qualified appraisal for the Property.

(e) Upon the close of the proposed sale, a copy of the final sales contract, the Closing Disclosure, escrow instructions, and any other documents which the City may reasonably request.

## **6. Resale Pricing Requirements and Excess Sale Proceeds**

6.1 Base Resale Price. Prior to adjustment pursuant to Section 6.2, the Base Resale Price of the Property shall be the lesser of:

(a) Indexed Value. The Indexed Value of the Property means the original price paid by the Owner for acquisition of the Property, which the Parties agree is the sum of sale amount written 00/100 Dollars (\$000,000.00) (the "Base Price"), increased

(but not decreased) by an amount, if any, equal to the Base Price multiplied by the percentage increase in the Area Median Income between the Effective Date and the date that the City receives notification of an Option Event.

(b) Fair Market Value. The Fair Market Value of the Property means the value of the Property as determined by a qualified appraiser, certified by the State of California, selected and paid for by Owner and approved in writing by the City. Nothing in this section shall preclude the Owner and the City from establishing the Fair Market Value by mutual agreement instead of by appraisal.

To compute the Base Resale Price, the City may use the "Inclusionary Zoning Base Resale Price Worksheet" attached as Exhibit D hereto, or such other form as the City may from time to time adopt.

6.2 Adjustments to Base Resale Price. Subject to the Affordable Unit Cost restriction described in subsection (d) below, the Base Resale Price shall be increased or decreased, as applicable, by the following adjustment factors:

(a) Capital Improvements. An increase for Eligible Capital Improvements made to the Property, but only if the amount of such improvements has been previously approved in writing by the City after Owner has submitted original written documentation of the cost to the City for verification. The amount of the Adjustment shall equal the original cost of any such Eligible Capital Improvements.

(b) Damage. A decrease by the amount necessary to repair damage to the Property, if any, and to place the Property into saleable condition as reasonably determined by the City upon City's exercise of its Option hereunder, including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures. Owner covenants, at Owner's expense, to maintain the Property in the same condition as in existence on the date of City's Notice of Exercise, reasonable wear and tear excepted.

(c) Advances by the City. A decrease in an amount equal to the sum of all costs advanced by the City for the payment of mortgages, taxes, assessments, insurance premiums, homeowner's association fees and/or associated late fees, costs, penalties, interest, attorneys' fees, pest inspections, resale inspections, fixing violations of applicable building, plumbing, electric, fire, or other codes, and other expenses related to the Property, which Owner has failed to pay or has permitted to become delinquent.

(d) Adjusted Resale Price Not to Exceed Affordable Unit Cost. The Base Resale Price, as adjusted by the factors set forth in this Section 6.2, is herein referred to as the "Adjusted Resale Price." Notwithstanding any other provisions of this Agreement, in no event shall the Adjusted Resale Price exceed the Affordable Unit Cost.

6.3 Payment of Excess Sale Proceeds. If the City chooses not to exercise the Option in the event of any transfer other than to an Eligible Transferee as provided herein,

the City shall be entitled to receive a portion of the proceeds from sale of the Property as follows:

6.3.1. Upon Sale in Violation of Agreement. If Owner sells or otherwise transfers the Property in violation of the price restrictions set forth herein, and if City chooses not to exercise its Option, then City shall be entitled to receive from Owner without any deduction, offset or recoupment, one hundred percent (100%) of the difference between the actual sales price net of reasonable and customary real estate commissions paid (such commissions not to exceed six percent (6%) of the actual sales price), and the Adjusted Resale Price (the "Excess Sale Proceeds"). For purposes of this section, the Adjusted Resale Price shall be calculated as of the earlier of: (i) the date of close of escrow for the sale of the Property to the third party, or (ii) the date the City receives Notice of Intent to Transfer pursuant to Section 5.1. This amount of any Excess Sale Proceeds shall be a debt of Owner to City and shall be secured by the Performance Deed of Trust.

6.3.2. Upon Foreclosure. If the Property is sold at a foreclosure sale and the proceeds of such sale are distributed to Owner, any surplus of proceeds remaining after payment of the senior liens and encumbrances on the Property shall be distributed as follows: that portion of the surplus up to, but not to exceed, the net amount Owner would have received pursuant to Section 5.7.2 had the City exercised its Option on the date of such sale shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to the City.

6.3.3. Upon Approved Transfer of Property to Market Purchaser. If the Owner transfers the Property at an unrestricted price pursuant to Section 5.8 above, then City shall be entitled to receive from Owner one hundred percent (100%) of the difference between the gross sales proceeds received by the Owner from the new Market Purchaser and the Adjusted Resale Price for the Property (in the amount that was stated in the City Notice of Consent to Transfer), less the differential between the reasonable and customary real estate commissions paid (such commissions not to exceed six percent (6%) of the actual sales price) versus the commission that would have been paid at the Adjusted Resale Price, and less the differential between the applicable transfer taxes owed based on the actual sales price versus what would have been paid based on the Adjusted Resale Price.

*Example:* The Adjusted Resale Price for the BMR Unit is \$300,000, but the BMR Unit is sold for \$400,000 at an unrestricted price. For the unrestricted price, the reasonable and customary real estate commission is \$24,000 and the transfer tax would be estimated at \$440. For the Adjusted Resale Price, the real estate commission would be \$18,000 and the transfer tax would be \$330. Thus the Owner would owe the City Excess Sale Proceeds based upon \$100,000 (the sales price differential) less \$6,000 (the real estate commission differential) less \$110 (the transfer tax differential), or \$93,890.

*Above calculation expressed as a formula:*

$(\text{Price}_1 - \text{Price}_2) - (\text{Commission}_1 - \text{Commission}_2) - (\text{Tax}_1 - \text{Tax}_2) = \text{Excess Sale Proceeds}$

6.3.4 Owner Acknowledgment of Obligation. The Excess Sales Proceeds amount, if any, shall be a debt of Owner to City and shall be secured by the Performance Deed of Trust. By entering into this Agreement, Owner acknowledges that City shall have no obligation to reconvey the Performance Deed of Trust or this Agreement unless and until the Excess Sale Proceeds are paid to City. City shall use the Excess Sale Proceeds for affordable housing programs. Owner further acknowledges that the formula used to determine the amount of the Excess Sale Proceeds is intended to cause Owner to receive the same or less net sale proceeds from the unrestricted sale of the Property as Owner would have received if the Property had been sold to an Eligible Household at the Adjusted Resale Price.

6.4 Appreciation Share Payable After Expiration of Restrictions and Option. Unless otherwise released in accordance with the requirements of these restrictions set forth in this Agreement and the Option shall remain in effect for a period of **fifty-five (55) years** commencing on the Effective Date, and resetting upon each sale of the BMR unit. Notwithstanding the expiration of such conditions at the end of such term, upon the first transfer of the Property occurring after the expiration of the Term of the Resale Restrictions and Option, Owner (or Owner's successor in interest) shall pay to City an amount (the "City's Appreciation Share") equal to twenty-five percent (25%) of the difference between (a) the actual sales price net of reasonable and customary real estate commissions paid (such commissions not to exceed six percent (6%) of the actual sales price), and (b) the Adjusted Resale Price as determined for the date of the expiration of the Term of the Resale Restrictions and Option. The City's Appreciation Share shall be paid to the City concurrently with close of escrow for the sale of the Property, or upon Owner's receipt of the sale proceeds, whichever shall first occur. The requirement to pay the City's Appreciation Share shall survive the expiration of the Term of the Resale Restrictions and Option. Following completion of a sale and payment of the City's Appreciation Share in compliance with this section, this Agreement shall terminate, and City shall release and reconvey the Performance Deed of Trust securing this Agreement.

## 7. Covenants Running with the Land

7.1 The Parties hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall be effective as of the date of execution by the original Owner and the City, and that these covenants and restrictions shall be covenants running with the land, which shall pass to and be binding upon all parties having any interest in the Property throughout the Term of the Resale Restrictions and Option. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Agreement regardless of whether the other party or parties to such contract have actual knowledge of this Agreement.

7.2 The Owner and the City hereby declare their further understanding and intent that: (i) the covenants and restrictions contained in this Agreement shall be construed as covenants running with the land pursuant to California Civil Code Section 1468 and not as conditions which might result in forfeiture of title by Owner; (ii) the burden of the covenants and restrictions set forth in this Agreement touch and concern the Property in that the Owner's legal interest in the Property may be rendered less valuable thereby; and (iii) the benefit of the covenants and restrictions set forth in this Agreement touch and concern the land by

enhancing and increasing the enjoyment and use of the Property by Eligible Households who may purchase the Property, the intended beneficiaries of such covenants and restrictions.

7.3 All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Owner for the benefit of the City and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenants and restrictions relate.

## 8. Owner's Acknowledgment of Resale Restrictions

Owner hereby acknowledges and agrees as follows:

(a) Absent the provisions of the Program and the provisions of this Agreement, the Property could not be made available to Eligible Households, including Owner, at an affordable price.

(b) For valuable consideration, Owner hereby subjects the Property to certain restrictions as provided herein; including, in part, limitations on the price for which Owner may sell the Property and persons to whom Owner may sell the Property. The resale price limitations and other provisions of this Agreement may restrict some benefits of owning the Property. Owner may not realize certain economic or other benefits from ownership of the Property that could arise from ownership of real property not otherwise subject to the restrictions of this Agreement.

(c) Owner has read and understands all of the provisions of this Agreement. Owner accepts and agrees to the provisions of this Agreement and understands that this Agreement (including without limitation the effectiveness of the Resale Restrictions and the City's Option) will remain in full force in perpetuity despite any Transfer of the Property, unless and except as otherwise provided in this Agreement.

(d) OWNER UNDERSTANDS THAT THE DETERMINATION OF THE MAXIMUM AFFORDABLE RESALE PRICE OF THE PROPERTY TO AN ELIGIBLE HOUSEHOLD CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INCREASES IN MEDIAN INCOME, MORTGAGE INTEREST RATES, PROPERTY TAXES AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED AND THAT THE SALES PRICE PERMITTED HEREUNDER MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE PROPERTY THE PRIMARY OBJECTIVE OF THE CITY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO ELIGIBLE HOUSEHOLDS AT AFFORDABLE HOUSING COST. THE MAXIMUM RESTRICTED RESALE PRICE WILL ALMOST CERTAINLY BE LESS THAN OTHER SIMILAR PROPERTIES THAT HAVE NO RESTRICTIONS.

Initialed by Owner(s): \_\_\_\_\_

(e) DURING THE TERM OF THIS AGREEMENT OWNER SHALL NOT VOLUNTARILY SELL, ENCUMBER OR OTHERWISE TRANSFER THE PROPERTY WITHOUT EXPRESS WRITTEN APPROVAL BY THE CITY OF SAID ENCUMBRANCE, TRANSFER OR SALE AND THE TERMS AND CONDITIONS THEREOF PERTAINING TO PURPOSE OF ENCUMBRANCE, ELIGIBLE HOUSEHOLD(S), SALE PRICE, EXCESS SALE PROCEEDS, OR OTHER REQUIREMENTS IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. ANY ACTUAL OR ATTEMPTED SALE OR OTHER TRANSFER OF THE PROPERTY IN VIOLATION OF THIS COVENANT SHALL BE VOIDABLE BY THE CITY TO THE EXTENT PERMITTED BY LAW AND SHALL ENTITLE THE CITY TO EXERCISE ITS OPTION TO PURCHASE THE PROPERTY.

Initialed by Owner(s): \_\_\_\_\_

## 9. Limits on Liability

In no event shall the City become liable or obligated in any manner to Owner by reason of the assignment of this Agreement or the Option, nor shall City be in any way liable or obligated to Owner for any failure of the City's assignee to consummate a purchase of the Property or to comply with the terms of this Agreement or the Option, or any escrow instructions or agreement for the purchase of the Property.

## 10. Insurance Proceeds and Condemnation Award.

In the event the Property is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the Property, or, in the event of condemnation, if the proceeds thereof are distributed to Owner and mortgagees as their interests appear, any surplus of proceeds remaining after payment of the senior liens and encumbrances on the Property shall be distributed as follows: that portion of the surplus up to, but not to exceed, the net amount Owner would have received pursuant to Section 5.7 had the City exercised its Option on the date of the destruction or condemnation valuation date shall be distributed to Owner; the balance of such surplus, if any, shall be distributed to the City.

## 11. Default and Remedies

11.1 Events of Default. The following shall constitute the occurrence of an Event of Default hereunder, and shall entitle City to exercise the Option or to pursue any other remedy provided herein or at law or in equity:

(a) Owner's failure to use the Property as Owner's principal residence.

(b) The sale, conveyance, or other transfer of the Property (including a foreclosure sale) if the remaining ownership interest of the Owner in the Property is less than fifty percent (50%), except for a Permitted Transfer as provided in Section 2.3.

(c) A default occurs under the terms of a deed of trust secured by the Property and such default is not cured prior to the expiration of any applicable cure period.

(d) Owner encumbers the Property in violation of this Agreement.

(e) Owner fails to observe or perform any other covenant, condition, or agreement to be observed or performed by Owner pursuant to this Agreement, and such breach remains uncured beyond the expiration of any applicable cure period.

11.2 Specific Performance. Owner acknowledges that any breach in the performance of its obligations under this Agreement shall cause irreparable harm to the City. Owner agrees that the City is entitled to equitable relief in the form of specific performance upon its exercise of the Option, and that an award of damages shall not be adequate to compensate the City for Owner's failure to perform according to the terms of this Agreement.

11.3 Other Remedies. City shall have all of the remedies provided for at law or equity, all of which shall be cumulative.

## 12. Notices

Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Paragraph. All such notices shall be sent by:

- (a) personal delivery, in which case notice shall be deemed delivered upon receipt;
- (b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;
- (c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or
- (d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

City: City of Dublin  
Attn: City Clerk  
100 Civic Plaza  
Dublin, California 94568  
Fax (925) 833-6651  
HousingInfo@dublin.ca.gov

Owner: **Owner**  
**Address**

Dublin, CA 94568

### 13. General Provisions

13.1 Attorneys' Fees. If either party initiates legal proceedings to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs in additions to any other recovery to which it is entitled under this Agreement.

13.2 No Joint Venture; No Third-Party Beneficiary. No joint venture or other partnership exists or is created between the Parties by virtue of this Agreement. Except as expressly stated herein, this Agreement does not benefit any third party.

13.3 Successors; Assignment. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, executors, administrators, successors and assigns. City shall have the right to assign all of its rights and obligations under this Agreement without the consent of Owner.

13.4 Entire Agreement; Amendment. This Agreement, together with the Performance Deed of Trust, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements with respect thereto. There are no representations, promises, agreements or other understandings between the Parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may be modified only by an instrument in writing executed by the Parties or their respective successors in interest.

13.5 Survival; No Merger. All of the terms, provisions, representations, warranties and covenants of the Parties under this Agreement shall survive the close of escrow of any sale of the Property and shall not be merged in any deed transferring the Property.

13.6 Authority And Execution. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to undertake all of its obligations hereunder, that each person executing this Agreement on its behalf is duly and validly authorized to do so.

13.7 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

13.8 Waiver; Modification. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Agreement or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth. A waiver or breach of any covenant, condition or provision of this Agreement shall not be deemed a waiver of any other covenant, condition or provision hereof.

13.9 Construction. The section headings and captions used in this Agreement are for convenience of reference only and shall not modify, define, limit or amplify any of the terms or provisions hereof. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it.

13.10 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California.

13.11 Time of the Essence. Time is of the essence in this Agreement as to each provision in which time is an element of performance.

13.12 Further Assurances. Each Party will, upon reasonable request of the other Party, 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 fulfill the purposes of this Agreement.

13.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**OWNER(S):**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**CITY:**

City of Dublin, a California municipal corporation

\_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

***SIGNATURES MUST BE NOTARIZED***

**CERTIFICATE OF ACCEPTANCE**  
(Pursuant to Government Code §27281)

This is to certify that the interest in real property conveyed by the Resale Restriction Agreement and Option to Purchase dated **DATE** from **Owner(s) as appear on title** to the City of Dublin, a California municipal corporation, is hereby accepted by the undersigned office or agent on behalf of the City of Dublin pursuant to authority conferred by the Resolution No. 24-87 dated April 13, 1987; and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A****Development Site Legal Description**

The Land referred to herein below is situated in the County of Alameda, State of California, and is described as follows:

**PARCEL ONE:**

PARCEL 2 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

**PARCEL TWO:**

PARCEL 3 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

**PARCEL THREE:**

PARCEL 4 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

APN: 985-0051-006 (AFFECTS: PARCEL ONE); 985-0052-024 (AFFECTS: PARCEL TWO) and 985-0052-025 (AFFECTS: PARCEL THREE) (APN provided for informational purposes only.)

**EXHIBIT B****FORM OF NOTICE OF INTENT TO TRANSFER**

To: City of Dublin  
 100 Civic Plaza  
 Dublin, CA 94568  
 Attn: Housing Division

Date: \_\_\_\_\_

**Re: Notice of Intent to Transfer**

Pursuant to the terms of the Resale Restriction Agreement and Option to Purchase, dated **Date**, the undersigned Owner(s), **Owner Name(s)**, hereby give(s) notice of his/her/their intent to transfer the property located at **Unit Address, Dublin, California 94568** (the "Property"). Owner may be contacted at the Property or at the following address:

Telephone:

\_\_\_\_\_  
 \_\_\_\_\_

Email: \_\_\_\_\_

*If applicable:* The proposed transfer of the Property is to the following person(s):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The proposed transfer is (check one):

☐ Sale  
☐ Other Specify: \_\_\_\_\_

Next Anticipated Home Tenure: ☐ Rental ☐ Ownership ☐ Unknown

**Reason for Selling Unit (Check all that apply):**

- ☐ Want to own unrestricted home  
☐ Home is too small ☐ Home is too large  
☐ Job relocation ☐ Retirement ☐ Want to move closer to job  
☐ Change in family situation  
☐ Home expenses are too great  
☐ Other: \_\_\_\_\_

**Owner(s) signature(s):**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

**EXHIBIT C****FORM OF NOTICE OF EXERCISE (Resale Restriction Agreement)**

Date: \_\_\_\_\_

To (Owner/Transferee): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Re: Notice of Exercise**

The City of Dublin (" **City**") hereby gives notice that it is exercising its option to purchase the real property located at **Unit Address, Dublin, California 94568**. The option has been granted to the City pursuant to the Resale Restriction Agreement with Option to Purchase executed by and between Owner and the City dated as of **Date** and recorded on **Date** as Instrument No. **201XXXXXXX** (the City has assigned its option to purchase the real property to \_\_\_\_\_).

An escrow for the purchase will be opened with \_\_\_\_\_ Title Company.

Dated: \_\_\_\_\_

**CITY OF DUBLIN**\_\_\_\_\_  
By:

Its: City Manager

**EXHIBIT D****INCLUSIONARY ZONING BASE RESALE PRICE WORKSHEET**

Date: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_ Dublin, CA 94568

Purchase Price: \$ \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

Years Owned: \_\_\_\_\_ years

**CALCULATION BASED ON INCREASE IN MEDIAN INCOME\*\*\***

Present Median Income: \$ \_\_\_\_\_ Effective Date: \_\_\_\_\_

Family of four, County of Alameda  
(at time of sale of unit)

Effective Date: \_\_\_\_\_

Original Median Income: \$ \_\_\_\_\_

Family of four, County of Alameda  
(at time of purchase of unit)

Amount of Increase: \_\_\_\_\_

Family of four, County of Alameda  
(Present median income minus original median  
income)

Increase in Price: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

Method #1 Resale Price: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

Based on the above, the base resale price as of this date is: \_\_\_\_\_

By: \_\_\_\_\_  
Housing Staff

**EXHIBIT E****FORM OF REQUEST FOR NOTICE OF DEFAULT**

**Recording requested by and when  
recorded mail to:**

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

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

(Space Above This Line For Recorder's Use Only)

***Escrow Number:***

***Loan Number:***

**REQUEST FOR NOTICE UNDER SECTION 2924b CIVIL CODE**

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. **201XXXXXXX** recorded concurrent herewith in the Official Records of Alameda County, California, and describing land therein as **Address, Dublin, California 94568**:

(See attached legal description)

Executed by **Owner(s)**, as Trustor, in which **Bank** is named as Lender, with **Trustee** as Trustee, and **Beneficiary** as Beneficiary, be mailed to the *City of Dublin, 100 Civic Plaza, Dublin, California 94568, Attn.: City Manager*

By: \_\_\_\_\_  
City Manager

**NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.**

## EXHIBIT F

### FORM OF DISCLOSURE STATEMENT

UNDER THE TERMS OF THE RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE ("AGREEMENT") THAT YOU HAVE ENTERED WITH THE CITY OF DUBLIN ("CITY") AND WHICH WILL BE RECORDED AGAINST THE PROPERTY, THERE ARE RESTRICTIONS ON THE OCCUPANCY AND SALE OF THE PROPERTY YOU ARE BUYING. EXCEPT FOR A TRANSFER TO THE CITY FOLLOWING CITY'S EXERCISE OF ITS OPTION TO PURCHASE, THIS PROPERTY MAY ONLY BE SOLD TO AN "ELIGIBLE HOUSEHOLD" AT A PRICE NOT TO EXCEED THE ADJUSTED RESALE PRICE WHICH IS CAPPED AT AN "AFFORDABLE UNIT COST" AS DEFINED IN THE AGREEMENT.

THIS MEANS THAT YOU MAY NOT SELL THE PROPERTY FOR MARKET VALUE TO WHOMEVER YOU LIKE.

THESE RESTRICTIONS WILL BE IN EFFECT FOR **55 YEARS FROM ORIGINAL DATE OF SALE**. UPON EACH SALE OF THE BMR UNIT, THE 55 YEARS WILL RESET. ANY SALE OF THE PROPERTY IN VIOLATION OF THE RESTRICTIONS SHALL BE VOIDABLE AT THE ELECTION OF THE CITY, AND SHALL ENTITLE THE CITY TO EXERCISE ITS OPTION TO PURCHASE THE PROPERTY.

TO DETERMINE WHO AN ELIGIBLE HOUSEHOLD IS, AND WHAT THE ADJUSTED RESALE PRICE AND AFFORDABLE HOUSING COST ARE, YOU SHOULD CONTACT THE HOUSING DIVISION OF THE CITY OF DUBLIN.

YOU ARE REQUIRED TO OCCUPY THE PROPERTY AS YOUR PRINCIPAL RESIDENCE THROUGHOUT THE PERIOD OF TIME THAT YOU OWN THE PROPERTY, AS DEFINED IN THE AGREEMENT. THIS MEANS THAT YOU MAY NOT RENT OR LEASE THE PROPERTY, OR PORTION THEREOF, DURING THE TERM OF THE AGREEMENT, AND THAT YOU MUST TAKE POSSESSION OF AND OCCUPY THE PROPERTY AS YOUR PRINCIPAL RESIDENCE WITHIN SIXTY (60) DAYS OF THE CLOSE OF ESCROW FOR THE PROPERTY. THE CITY SHALL CONDUCT A MONITORING OF THE OWNER-OCCUPANCY STATUS OF THE PROPERTY ON AT LEAST AN ANNUAL BASIS, AND YOU ARE REQUIRED TO PROVIDE SUCH DOCUMENTS AND OTHER EVIDENCE AS CITY MAY REQUEST TO VERIFY COMPLIANCE WITH THIS REQUIREMENT.

YOU SHOULD READ AND UNDERSTAND THE TERMS OF THE RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE THAT WILL BE RECORDED AGAINST THE PROPERTY. YOU MAY OBTAIN A COPY FROM THE CITY OF DUBLIN OR FROM THE ESCROW COMPANY.

YOU SHOULD ALSO BE AWARE THAT A PERFORMANCE DEED OF TRUST WILL BE RECORDED AGAINST THE PROPERTY TO ENSURE COMPLIANCE WITH THE AGREEMENT. YOU MAY OBTAIN A COPY FROM THE CITY OF DUBLIN OR FROM THE ESCROW COMPANY.

I HAVE READ THE FOREGOING AND I UNDERSTAND WHAT IT MEANS.

---

Owner

---

Owner

**SIGNATURE REQUIRED**

**EXHIBIT G**

Below Market Rate (BMR)

PERFORMANCE DEED OF TRUST

Attached

**Recording requested by and when  
recorded mail to:**

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

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

(Space Above This Line For Recorder's Use Only)

City Clerk Department\Agreements/Contracts\0600-25

**Development:**

**Owner:**

APN:



**PERFORMANCE DEED OF TRUST  
(Option to Cure and Purchase Agreement)**

**THERE ARE RESTRICTIONS ON THE SALE OF THE PROPERTY ENCUMBERED BY THIS DEED OF TRUST. EXCEPT FOR A TRANSFER TO THE CITY OF DUBLIN (THE "CITY") OR CITY'S ASSIGNEE FOLLOWING CITY'S EXERCISE OF ITS OPTION TO PURCHASE, THIS PROPERTY MAY ONLY BE SOLD TO AN "ELIGIBLE HOUSEHOLD" AT A PRICE NOT TO EXCEED THE ADJUSTED RESALE PRICE WHICH IS CAPPED AT AN "AFFORDABLE UNIT COST." THE RESALE RESTRICTION AGREEMENT ALSO RESTRICTS THE EXTENT TO WHICH THIS PROPERTY MAY BE ENCUMBERED BY JUNIOR FINANCING AND LIMITS TRUSTOR'S RIGHTS TO REFINANCE EXISTING MORTGAGES.**

This PERFORMANCE DEED OF TRUST ("Deed of Trust") is made as of **Date** ("Effective Date") by **OWNER(s) as appears on title** ("Trustor") whose address is **ADDRESS, Dublin, CA 94568** in favor of **City of Dublin** ("Trustee"), for the benefit of the CITY OF DUBLIN (referred to variously as "City" or "Beneficiary") whose address is 100 Civic Plaza, Dublin, CA 94568, as Beneficiary.

**RECITALS**

A. Trustor is the owner of the real property located at **ADDRESS, Dublin, CA 94568** and more particularly described in the attached Exhibit A, (the "Property").

B. The Trustor's predecessor in interest developed the Property pursuant to the City's Inclusionary Zoning Regulations, which regulations require developers of rental and ownership housing to construct within their projects units that are affordable to very low-, low-, and moderate-income households and which regulations require the Property to be subjected to restrictions on resale that ensure that the Property remains affordable.

C. In connection with the Inclusionary Zoning Regulations, Beneficiary and Trustor entered into a Resale Restriction Agreement and Option to Purchase dated as of the

Effective Date and recorded in the Official Records of Alameda County substantially concurrently herewith (the "Resale Restriction Agreement") (capitalized terms used without definition herein have the meaning ascribed to such terms in the Resale Restriction Agreement); and

D. Pursuant to the Resale Restriction Agreement, Trustor is obligated, among other requirements, to sell the Property only to Eligible Purchasers at a price not in excess of the Adjusted Resale Price, which is capped at the Affordable Unit Cost; and

E. The Resale Restriction Agreement also provides (among other provisions) that: (i) Trustor is obligated to notify Beneficiary of Trustor's intent to sell the Property in order to enable Beneficiary to exercise its option to purchase the Property at a restricted price; (ii) Beneficiary has an option to purchase the Property if Trustor defaults under the Resale Restriction Agreement; and (iii) there are restrictions on Trustor's ability to encumber the Property and to refinance the existing loans secured by the Property.

### **AGREEMENT**

**NOW, THEREFORE**, to secure the full and timely performance by Trustor of the Secured Obligation, it is agreed as follows:

1. Grant in Trust. Trustor, in consideration of the promises herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale, all estate, right title and interest which Trustor now has or may later acquire in and to that certain real property located in the City of Dublin, County of Alameda, State of California, described in the attached Exhibit A and commonly known as: **ADDRESS, Dublin, CA 94568** (the "Property") together with all of the following:

(i) all improvements now or hereafter located or constructed on the Property and all replacements and additions thereto ("Improvements");

(ii) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto ("Appurtenances");

(iii) all fixtures now or hereafter attached to or used in and about the Property or the improvements located thereon or hereafter located or constructed on the Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the improvements in any manner ("Fixtures and Equipment"); and

(iv) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property ("Leases") and all rents or other payments which may now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("Rents") (whether or not such Leases and Rents are permitted by the Resale Restriction Agreement).

All of the above-referenced Property, Improvements, Appurtenance, Fixtures and Equipment, Leases and Rents are herein referred to collectively as the "Security".

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and/or performance of the following (the "Secured Obligations"): (i) all present and future obligations of Trustor set forth in this Deed of Trust or in the Resale Restriction Agreement (including without limitation, Trustor's obligation to convey the Property only to Eligible Purchasers at no more than the Adjusted Resale Price, which is capped at an Affordable Unit Cost (as such terms are defined in the Resale Restriction Agreement); (ii) all additional present and future obligations of Trustor, to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iii) all modifications, supplements, amendments, renewals, and extensions of any of the foregoing, whether evidenced by new or additional documents; and (iv) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Except to the extent that the lease or rental of the Property is prohibited by the Resale Restriction Agreement, Beneficiary hereby confers upon Trustor a license to collect and retain such rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

4. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the

real estate records of Alameda County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC. The full name of Trustor and the mailing address of Trustor are set forth in Section 10.2 of this Deed of Trust.

5. Trustor's Representations, Warranties and Covenants.

5.1 Trustor's Estate. Trustor represents and warrants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that other than this Deed of Trust, the Security is encumbered only by: (a) that deed of trust executed by Trustor in connection with a loan made to Trustor by **Lender** (the "First Lender"), securing a promissory note executed by Trustor in favor of the First Lender ("First Lender Note"), to assist in the purchase of the Property (the "First Lender Deed of Trust") and (b) the Resale Restriction Agreement. Trustor agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the City's interest in the Security. (As used in this Deed of Trust, the term "First Lender" shall include all successors and assigns of the First Lender.)

5.2 Repayment of Sums Owed under Resale Restriction Agreement. Trustor will promptly pay to the City all sums due under the Resale Restriction Agreement.

5.3 Resale Restriction Agreement. Trustor will observe and perform all of the covenants and agreements of the Resale Restriction Agreement.

5.4 First Lender Loan. Trustor will observe and perform all of the covenants and agreements of the First Lender Note, First Lender Deed of Trust, and related First Lender loan documents.

5.5 Charges; Liens. Trustor will pay prior to delinquency, all taxes, assessments and other charges, fines and impositions affecting the Security directly to the payee thereof. Upon request by the City, Trustor will promptly furnish to the City all notices of such amounts due. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall not be required to pay any tax, levy, charge or assessment so long as its validity is being actively contested in good faith and by appropriate actions and/or proceedings which will operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5.6 Hazard Insurance.

(a) Trustor will keep the Security insured by a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by the City). If the Security is located in a flood plain, Trustor shall also obtain flood insurance. In no event shall the amount of insurance be less than the

amount necessary to prevent Trustor from becoming a co-insurer under the terms of the policy.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Trustor subject to approval by the City.

All insurance policies and renewals thereof will be in a form acceptable to the City, and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note and the City as their interests may appear and in a form acceptable to the City. The City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Trustor shall promptly furnish to the City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Trustor will give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Trustor. The City shall receive thirty (30) days advance notice of cancellation of any insurance policies required under this section.

Unless otherwise permitted by the City in writing, insurance proceeds, subject to the rights of the First Lender, will be applied to restoration or repair of the Security damaged. If permitted by City, and subject to the rights of the First Lender, the insurance proceeds shall be used to repay any amounts due under Section 14 of the Resale Restriction Agreement, with the excess, if any, paid to Trustor. If the Security is abandoned by Trustor, or if Trustor fails to respond to the City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Trustor that the insurance carrier offers to settle a claim for insurance benefits, the City, or its designated agent, is authorized to collect and apply the insurance proceeds at the City's option either to restoration or repair of the Security or to pay amounts due under the Resale Restriction Agreement.

If the Security is acquired by the City, all right, title and interest of Trustor in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediate prior to such sale or acquisition, subject to the rights of the First Lender.

(b) During the course of any rehabilitation of the improvements located on the Property, Trustor shall hire only licensed contractors who maintain the following forms of insurance:

(i) Liability Insurance. Comprehensive general liability insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about the Property. The limits of such insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

(ii) Worker's Compensation Insurance. Worker's compensation insurance covering all persons employed in connection with any work on the Property.

5.7 Preservation and Maintenance of Security. Trustor will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit

impairment or deterioration of the Security. If there arises a condition in contravention of this Section, and if the Trustor has not cured such condition within thirty (30) days after receiving a City notice of such a condition, then in addition to any other rights available to the City, the City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

5.8 Protection of the City's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the City's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the City, at the City's option, without releasing Trustor from any obligation hereunder, may make such appearances, disburse such sums and take such action as it determines necessary to protect the City's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Security to make repairs. Any amounts disbursed by the City pursuant to this paragraph, with interest thereon, will become an indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and City agree to other terms of payment, such amount will be payable upon notice from the City to Trustor requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the City to incur any expense or take any action hereunder.

5.9 Inspection. The City may make or cause to be made reasonable entries upon and inspections of the Security; provided that the City will give Trustor reasonable notice of inspection.

5.10 Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in, on, under, about, or from the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property when used and disposed of in accordance with Environmental Law.

"Hazardous Substances" means any substance defined as toxic or hazardous substances or hazardous waste or regulated under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Environmental Law" means all federal, state or local statutes, ordinances, regulations, orders, decrees and judgments that relate to health, safety or environmental protection including without limitation the regulation of the use, disposal, manufacture, or release of Hazardous Substances.

Trustor shall promptly give City written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

6. Nonliability for Negligence, Loss, or Damage; No Joint Venture. Trustor acknowledges, understands and agrees that the relationship between Trustor and the City is solely that of a borrower and lender, and that the City does not undertake or assume any responsibility for or duty to Trustor to select, review, inspect, supervise, pass judgment on, or inform Trustor of the quality, adequacy or suitability of the Security or any other matter. The City owes no duty of care to protect Trustor against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Trustor agrees that neither Trustor, or Trustor's heirs, successors or assigns shall ever claim, have or assert any right or action against the City for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold City harmless from any liability, loss or damage for these things. Nothing contained herein or in Note or the Resale Restriction Agreement shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of a borrower and lender.

7. Indemnity. Trustor agrees to defend, indemnify, and hold the City of Dublin and its elected and appointed officials, officers, employees, and agents ("Indemnitees") harmless from and against all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys fees that the Indemnitees may incur as a direct or indirect consequence of:

- (i) Trustor's failure to perform any obligations as and when required by the Resale Restriction Agreement and this Deed of Trust; or
- (ii) the failure at any time of any of Trustor's representations or warranties to be true and correct.

8. Acceleration; Remedies. Upon Trustor's breach of any covenant or agreement of Trustor in Resale Restriction Agreement or this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the City, prior to acceleration, will mail by express delivery with delivery receipt, notice to Trustor specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Trustor as shown on the return receipt, by which such breach is to be cured; and (4) if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Security. The notice will also inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the City, at the City's option, may:

(a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law;

(b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security,

in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale;

(c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(d) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924 et seq., as amended from time to time; or

(e) exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

9. Trustor's Right to Reinstate. Notwithstanding the City's acceleration of the sums secured by this Deed of Trust, Trustor will have the right to have any proceedings begun by the City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays City all sums which would be then due under this Deed of Trust if there were no acceleration under this Deed of Trust or the Resale Restriction Agreement; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in the Resale Restriction Agreement or this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Trustor contained in the Resale Restriction Agreement or this Deed of Trust, and in enforcing the City's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

10. Deleted.

11. Reconveyance. Upon the expiration of the term of the Resale Restriction Agreement if the Trustor owns and occupies the Property and is not in violation of any provisions of this Deed of Trust or the Resale Restriction Agreement, the City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the Resale Restriction Agreement to Trustee. Trustee will reconvey the Security without warranty and without charge to the person

or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

12. Substitute Trustee. The City, at the City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

13. Superiority of First Lender Documents. Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 3 of the Resale Restriction Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to cure a default under the loan terms, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Trustor, or to protect its interests under the First Lender Deed of Trust. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Deed of Trust shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period and (ii) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

14. Request for Notice. City requests that copies of the notice of default and notice of sale be sent to City at the address set forth in Section 15.5.

15. Miscellaneous.

15.1 Forbearance by the City Not a Waiver. Any forbearance by the City in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the City will not be a waiver of the City's right to require satisfaction of any obligations secured by this Deed of Trust.

15.2 Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

15.3 Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the City and Trustor subject to the provisions of this Deed of Trust.

15.4 Joint and Several Liability. If this Deed of Trust is executed by more than one person as Trustor, the obligations of each shall be joint and several.

15.5 Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust will be given by certified mail, return receipt requested, express delivery with delivery receipt or personal delivery with delivery receipt, addressed to Trustor at the address shown in the first paragraph of this Deed of Trust or such other address as Trustor may designate by notice to the City as provided herein, and (b) any notice to the City will be given by certified mail, return receipt requested, express delivery with delivery receipt or personal delivery with delivery receipt, to the City of Dublin, 100 Civic Plaza, Dublin, CA 94568 Attn: City Manager, or to such other address as the City may designate by notice to Trustor as provided above. Notice shall be effective as of the date received by City as shown on the return receipt.

15.6 Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

15.7 Severability. In the event that any provision or clause of this Deed of Trust or the Resale Restriction Agreement conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Resale Restriction Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Resale Restriction Agreement are declared to be severable.

15.8 Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

15.9 Nondiscrimination. Trustor covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Trustor or any person claiming under or through Trustor establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Property. The foregoing covenant shall run with the land.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

Owner

Owner

**SIGNATURES MUST BE NOTARIZED**

**EXHIBIT A****Development Site Legal Description**

The Land referred to herein below is situated in the County of Alameda, State of California, and is described as follows:

**PARCEL ONE:**

PARCEL 2 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

**PARCEL TWO:**

PARCEL 3 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

**PARCEL THREE:**

PARCEL 4 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

APN: 985-0051-006 (AFFECTS: PARCEL ONE); 985-0052-024 (AFFECTS: PARCEL TWO) and 985-0052-025 (AFFECTS: PARCEL THREE) (APN provided for informational purposes only.)

## EXHIBIT H

### OWNER'S NOTICE OF INABILITY TO LOCATE ELIGIBLE HOUSEHOLD

To: City of Dublin ("City")

From: \_\_\_\_\_ ("Owner")

BMR Unit Address: \_\_\_\_\_ ("BMR Unit")

**The Owner hereby certifies to the City:**

That he/she has made bona fide good faith marketing efforts as defined in Section 6.4.2 of the City of Dublin Guidelines to the Inclusionary Zoning Regulations Ordinance ("Guidelines") to locate an **Eligible Household** for purchase of the BMR Unit at the **Base Resale Price**, or **Adjusted Resale Price**, as such terms are defined in the "Resale Restriction Agreement and Option to Purchase," or the "Loan, Occupancy, Refinancing and Resale Restriction Agreement with Option to Purchase" entered into between the City and Owner as applicable;

That he/she is unable to locate an Eligible Household to purchase the BMR Unit;

That at least one of the following conditions applies: **Proven Hardship** and/or **Excessive Time on the Market**; **Check all that apply:**

\_\_\_\_\_ **Proven Hardship:** The BMR Unit Owner has made a good faith effort (BMR Unit Owner has complied with ALL recommended marketing provisions as set forth in Section 6.4.2 of the Guidelines) to sell the BMR Unit for six (6) or more months and has a specific need to sell the home due to financial or personal hardship.

Eligible hardships include:

- \_\_\_\_\_ A change in annual household income that has resulted in housing costs (mortgage payment, homeowners' association dues, property taxes, and property insurance) exceeding 50% of monthly income;
- \_\_\_\_\_ Relocation of employment to a work site that is 60 miles or more from the City of Dublin; or
- \_\_\_\_\_ The maximum restricted resale price, as provided by City Staff in the current Consent to Transfer letter is below or within 10 percent of that of recent (within 3 months) sales prices of comparable nearby market homes as evidenced by documentation of these comparable sales (list prices are not acceptable).

\_\_\_\_\_ **Excessive Time on Market:** The BMR Unit Owner has made a good faith effort (BMR Unit Owner has complied with ALL recommended marketing provisions as set forth in Section 6.4.2 of the Guidelines) to sell the BMR unit for nine (9) or more months; and

That he/she has provided documentation to the City indicating compliance with the good faith marketing efforts and documentation of either Proven Hardship or Excessive Time on Market with this Notice.

**I/We certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.**

Signed by Owner(s): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

SAMPLE

# EXHIBIT I

## CERTIFICATION UPON TRANSFER OF PROPERTY TO MARKET PURCHASER

This certification is entered into by and between \_\_\_\_\_ ("Seller") of the Property located at \_\_\_\_\_ in Dublin, California ("Property"), and \_\_\_\_\_ ("Buyer") of the Property (together, the "Parties"). This Certification is required to be entered into by the Parties with respect to that certain Resale Restriction Agreement with Option to Purchase ("RRA") entered into by and between the City of Dublin ("City") and Seller on \_\_\_\_\_ (date) and recorded on \_\_\_\_\_ (date) in the Alameda County records as Instrument Number \_\_\_\_\_.

The Parties hereby certify the following:

- 1) That the sale of the Property shall be closed in accordance with the terms of the sales contract and other documents submitted and approved by the City;
- 2) That neither the Buyer nor any other party has paid, and will not pay, to the Seller, and the Seller has not received and will not receive from the Buyer or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the City;
- 3) That in the event a Transfer is made in violation of the terms of the RRA or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to pursue any remedies at law or in equity such as may be appropriate;
- 4) That in any event, any costs, liabilities or obligations incurred by the Seller and the Owner for the return of any moneys paid or received in violation of the RRA or for any costs and legal expenses, shall be borne by the Seller and/or the Buyer and both Parties shall hold the City and its designee harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of the RRA.

The Parties certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

SELLER(S):

BUYER(S):

\_\_\_\_\_

\_\_\_\_\_

(Print name)

(Print name)

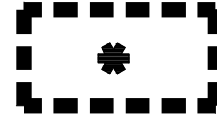
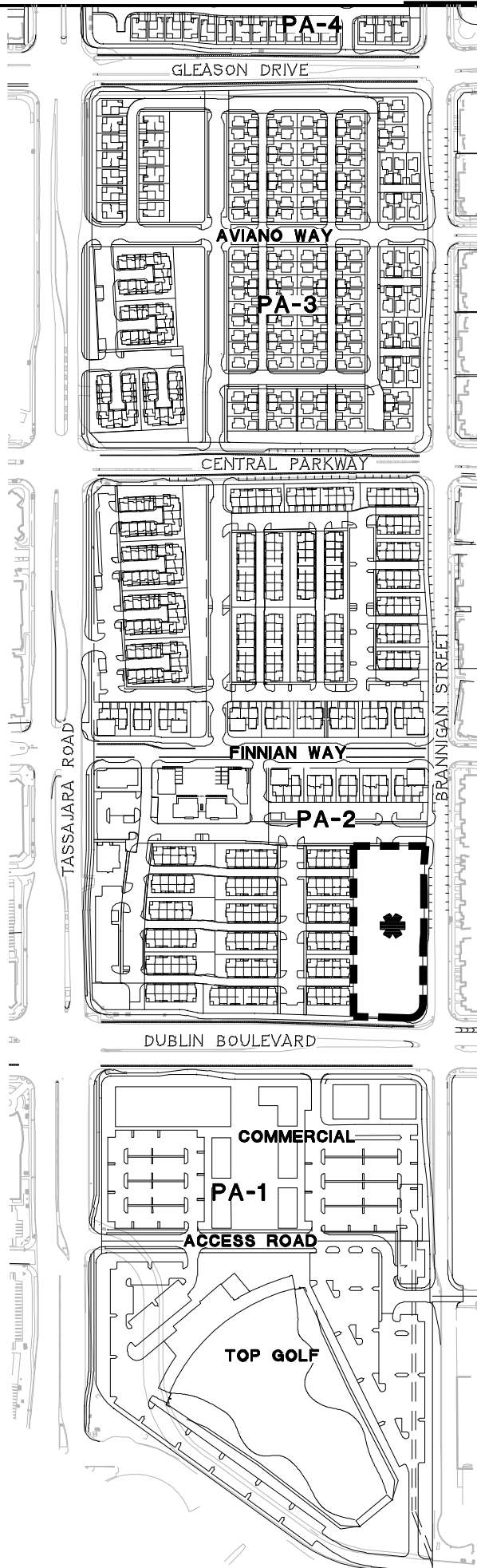
Date

Date

**EXHIBIT D**

**Legal Description of Dedication Parcel**

[Attached]



**DONATION PARCEL**

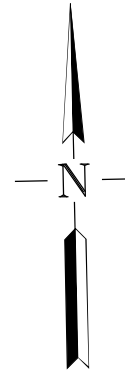


**EXHIBIT D**  
**DONATION PARCEL**

CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

**RJA**  
**RUGGERI-JENSEN-AZAR**

ENGINEERS ■ PLANNERS ■ SURVEYORS  
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588  
PHONE: (925) 227-9100 FAX: (925) 227-9300

**EXHIBIT E**

**Offer of  
Dedication**

[Attached]

RECORDING REQUESTED BY:

City of Dublin

No fee for recording pursuant to  
Government Code Section 27383

WHEN RECORDED MAIL TO:

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

**THIS SPACE FOR RECORDER'S USE ONLY**

R&T Code 11922 – Government Agency Acquiring Title

### **IRREVOCABLE OFFER OF DEDICATION (FOR AFFORDABLE HOUSING PURPOSES)**

For valuable consideration, the receipt of which is hereby acknowledged, **Landsea Homes of California LLC**, a Delaware limited liability company (the “Grantor”), being the present title owner(s) of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication in fee title to the **City of Dublin**, a California municipal corporation (“City”), for public purposes, including, but not limited to, the development of affordable housing, that portion of the real property situated in the City of Dublin, County of Alameda, State of California, Assessor’s Parcel No. \_\_\_\_\_ as described in Exhibit A and depicted in Exhibit A-1, attached hereto and incorporated herein (the “Property”).

The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by appropriate action of the Dublin City Council, or the governing body of its successor or assign. The City may freely assign the right to accept this offer of dedication to a public or nonprofit entity.

This Irrevocable Offer of Dedication shall inure to the benefit of and be binding upon the Grantor and City and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF**, the Grantor has properly executed this Irrevocable Offer of Dedication as of \_\_\_\_ day of \_\_\_\_\_, 2025.

Landsea Homes of California LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 ALAMEDA} S.S.

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Notary Seal:

**EXHIBIT A**  
Legal Description

To be added once finalized

**EXHIBIT F**  
**ADU Regulatory Agreement**

[Attached]

**requested by and when  
recorded mail to:**

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

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

Space above this line for Recorder's Use



City Clerk Department\Agreements/Contracts\0600-25  
Development: Dublin Centre

**Owner:**

**APN:**

## SECONDARY UNIT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

Owner: **Name**

Property Address: **Address, Lot #**  
**Dublin, CA 94568**

Name of Development: **Dublin Centre**

This Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is entered into effective as of **Date** ("Effective Date") by and between the City of Dublin, a public body, corporate and politic ("City") and **Name** (the "Owner"). City and Owner are hereinafter collectively referred to as the "Parties."

### Recitals

A. Owner is the owner of certain real property that contains a secondary dwelling unit, which is located in the City of Dublin, County of Alameda, State of California and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). The Property is located within a residential development project area (the "Project") that was subject to the City's Inclusionary Zoning Regulations (Chapter 8.68 of the Dublin Municipal Code), which requires that developments consisting of 20 or more residential units must include a specified percentage of units that are subject to affordability restrictions set forth in a binding agreement recorded against the property.

B. The developer of the Project chose to satisfy its obligations through, among other things, the construction of secondary units on some of the residential lots in the Project, including on the Property, and requiring the purchasers to enter into regulatory

agreements restricting the rents charged for the secondary units to affordable rents, in accordance with the Inclusionary Zoning Regulations.

C. The Parties have agreed to enter into and record this Agreement in order to satisfy the requirements described in the foregoing Recitals. The purpose of this Agreement is to regulate and restrict the occupancy and rents of the Property's Restricted Unit (defined below) for the benefit of the occupants. The covenants in this Agreement are intended to run with the land and be binding on Owner and its successors and assigns for the full term of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

**"Applicable Income Level"** means the annual gross income level specified below:

**X** Moderate-income: 80% to 120% of Area Median Income.

**"Area Median Income" or "AMI"** means the area median income for Alameda County, California, adjusted for household size, published periodically by the California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations ("Regulations") or successor provision published.

**"Eligible Household"** means a household whose gross income does not exceed the Applicable Income Level and that is otherwise eligible to rent a Restricted Unit.

**"Qualifying Rent"** means a monthly rent which does not exceed one-twelfth of thirty percent (30%) of the Applicable Income Level adjusted for household size, less a utility allowance as specified by the Housing Authority of Alameda County.

**"Restricted Unit"** means the secondary dwelling unit on the Property that is depicted in Exhibit B and that is reserved for occupancy at a Qualifying Rent in accordance with and as set forth in Section 2.

2. Use and Affordability Restrictions. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements. The Restricted Unit, if it is rented, shall be rented at not more than Qualifying Rent and occupied by Eligible Households. Owner shall ensure that language is contained in all leases and contracts with tenants executed by Owner that prohibits subleasing of the Restricted Unit.

2.2 Rents for Restricted Units. Rent charged to, and paid by, a tenant for Restricted Units shall be not more than Qualifying Rent. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of the Restricted Unit because, after admission, such tenant's adjusted income increases to exceed the qualifying limit for such Restricted Unit.

2.3 Non-Discrimination; Compliance with Fair Housing Laws. Owner shall not discriminate against persons or groups of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, familial status, ancestry or national origin in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. Owner shall each ensure that language prohibiting such discrimination shall be included in all deeds, leases and contracts executed by Owner or its successors and assigns with respect to the Property. Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Property.

### 3. Reporting Requirements.

3.1 Tenant Verification. Owner or its authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, written documentation verifying each tenant's eligibility containing all of the following, including additional documentation as City may reasonably require (collectively hereinafter "Written Verification"):

- (a) Number of people in the household; and
- (b) Total household income.

Owner or its authorized agent shall retain Written Verification for not less than three (3) years, and upon City's request, shall make the Written Verification available for inspection by City and shall provide copies of the Written Verification to City. Owner or its authorized agent may require each Eligible Household to certify the Written Verification.

3.2 Annual Report; Inspections. Owner shall submit an annual report ("Annual Report") to the City in conformity with the requirements of Section 8.68.050.B of the Inclusionary Zoning Regulations, together with a certification that the Property is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information: (i) identification of the Restricted Unit by address; (ii) the monthly rents charged and proposed to be charged; (v) the number of people residing in the unit; and (vi) the total household income of residents. The Annual Report may be satisfied by completing an annual survey sent by City to Owner with respect to the Secondary Unit. Upon City's request, Owner shall include with the Annual Report a copy of the Written Verification Owner obtained pursuant to Section 3.1 above, and such additional information as City may reasonably request from time to time in order to show compliance with this Agreement. Owner shall permit representatives of City to

enter and inspect the Property during reasonable business hours in order to monitor compliance with this Agreement upon 24 hours advance notice of such visit to Owner.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect for 55 years from the original owner's date of signing, hereby understood by the Parties to be **DATE**.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof regardless of any sale, assignment, transfer, or conveyance of the Property, unless this Agreement is terminated earlier by City in a recorded writing.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge the terms of this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property or any part thereof or interest therein. Each reference in this Agreement to a specifically named party shall be deemed to mean a reference to the successor of each such Party. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property (other than the tenants of the individual dwelling units within the Property) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Except as City may otherwise agree in writing, City shall have no responsibility for management or maintenance of the Property. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties.

6.2 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Property (including without limitation, the residential units, common areas, landscaping, driveways and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Owner shall prevent and/or rectify any physical deterioration of the Property and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair.

6.3 Restrictions on Transfer. Upon the conveyance, sale or lease (except as to individual dwelling units) of the Property, the purchaser or transferee shall submit an Annual Report to the City.

7. Recordation; No Subordination. This Agreement shall be recorded in the Official Records of Alameda County. Owner hereby represents, warrants and covenants that with the exception of easements and restrictions of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Property in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section, and to provide such evidence thereof as City may reasonably request. Subordination of this Agreement shall result in a fee to be paid to the City at the close of escrow. Fee amounts may adjust annually.

## 8. Transfer and Encumbrance.

8.1 Restrictions on Transfer. Owner shall be permitted to make or permit the occurrence of any conveyance, sale or lease of the Property without the prior written consent of the City provided that (i) the transferee expressly assumes all obligations of Owner imposed by this Agreement; (ii) the transferee executes all documents reasonably requested by the City with respect to the assumption of the Owner's

obligations under this Agreement; and (iii) the Owner has paid the City an Affordable Home Ownership Fee to cover the City's costs associated with the transaction. The amount of the Affordable Home Ownership Fee amount shall be as established from time to time by the City Council.

8.2 Encumbrances. Owner agrees to use best efforts to ensure that any deed of trust secured by the Property shall contain each of the following provisions: (i) the holder of such deed of trust shall use commercially reasonable efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner (provided however, the failure to do so shall not impair such holder's rights and remedies); and (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure, extended by an additional thirty (30) days.

8.3 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Property, and the purchaser at any trustee's sale or foreclosure sale (or transferee pursuant to a deed-in-lieu of foreclosure) shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale (or deed-in-lieu of foreclosure). Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Property that such violation has occurred. As used herein, "First Lender" shall refer to a mortgagee under a mortgage or a beneficiary under a deed of trust that is first in priority under the recording statutes of the State of California over all other mortgages or deeds of trust encumbering the Property, and any insurer or governmental guarantor of such mortgage or deed of trust. Notwithstanding any other provision of this Agreement, in no event shall the use and affordability restrictions contained herein, or any other provision of this Agreement, impair the rights of the First Lender to cure a default under the loan terms, to foreclose on the Property, or to otherwise protect its interests under the mortgage.

## 9. Default and Remedies.

9.1 Events of Default. Owner's failure to cure any default in performance of Owner's obligations under this Agreement within thirty (30) days following City's delivery of a notice of default shall constitute an Event of Default hereunder and shall entitle the City to proceed with any of the remedies described below. Notwithstanding the foregoing, if the default is such that it is not reasonably capable of being cured within thirty (30) days, an Event of Default shall not arise hereunder if Owner commences to cure the default within 30 days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event later than ninety (90) days after receipt of City's notice of default or such longer period as City may agree to in writing.

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(b) For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Qualifying Rent;

(c) Pursue any other remedy allowed at law or in equity.

9.2 Remedies Cumulative. Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnification. Owner shall defend (with counsel approved by City), indemnify and hold the City and its officials, officers, directors, employees, and agents (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) arising from or in connection with or in any way related to: (i) Owner's performance or failure to perform any obligation required by this Agreement; or (ii) any act or omission by Owner, or any of Owner's contractors, subcontractors, agents, employees, licensees or suppliers related to the Property, except to the extent arising from the gross negligence or willful misconduct of such Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

#### 11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

**City:**

City of Dublin  
Attn: City Clerk  
100 Civic Plaza  
Dublin, CA 94568  
HousingInfo@dublin.ca.gov

**Owner:**

Buyers

Address

Dublin, CA 94568

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings; Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this

Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. The exhibits attached hereto are incorporated herein by this reference.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**SIGNATURES ON FOLLOWING PAGE.**

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

**OWNER**

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Buyer**

**CITY OF DUBLIN**

\_\_\_\_\_  
Colleen Tribby, City Manager

ATTEST:

\_\_\_\_\_  
Marsha Moore, City Clerk

**SIGNATURES MUST BE NOTARIZED.**

Attachment 2

**Notary Acknowledgement**  
[Insert Here]

**EXHIBIT A****Development Site Legal Description**

The Land referred to herein below is situated in the County of Alameda, State of California, and is described as follows:

**PARCEL ONE:**

PARCEL 2 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

**PARCEL TWO:**

PARCEL 3 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

**PARCEL THREE:**

PARCEL 4 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

APN: 985-0051-006 (AFFECTS: PARCEL ONE); 985-0052-024 (AFFECTS: PARCEL TWO) and 985-0052-025 (AFFECTS: PARCEL THREE) (APN provided for informational purposes only.)

**Exhibit B**

DEPICTION OF RESTRICTED UNIT

# EXHIBIT C

## ANNUAL SURVEY SAMPLE



### SECONDARY UNIT ANNUAL SURVEY

Please return your completed survey within 30 days to:  
 City of Dublin Housing Division, 100 Civic Plaza, Dublin, CA 94568  
Complete this form electronically  
(Check your inbox for an email with your survey link)

Owner Name(s): \_\_\_\_\_  
 Unit Address & Development: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Contact Information: \_\_\_\_\_

#### Rental and Ownership Verification

Your secondary unit is restricted for income households. To verify the maximum monthly rent a tenant may be charged and household income limits, visit: [www.dublin.ca.gov/housing/rentsandincome/limits](http://www.dublin.ca.gov/housing/rentsandincome/limits).

- |                                                                                     | YES                      | NO                       |
|-------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. I am currently renting my <i>secondary unit</i> to another household/individual. | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes:                                                                             |                          |                          |
| a. Indicate the monthly rent being charged                                          |                          | \$ _____                 |
| b. Identify the number of persons in the tenant household                           |                          | _____                    |
| c. Indicate the annual gross income of the tenant household                         |                          | \$ _____                 |
| d. Provide a copy of the lease agreement to the City.                               |                          |                          |
| 2. Provide a copy of your current homeowner's insurance to the City.                |                          |                          |

***I understand that there are restrictions on my property and if I choose to refinance, sell or rent my property, I must first contact the City of Dublin Housing Division at (925) 833-6610 or [HousingInfo@dublin.ca.gov](mailto:HousingInfo@dublin.ca.gov).***

*I understand that, per my Secondary Unit Regulatory Agreement, if I choose to rent my secondary unit, the monthly rent cannot exceed one-twelfth of thirty percent (30%) of the applicable income level (I) adjusted for household size, less a utility allowance as specified by the Housing Authority of Alameda County.*

*In affixing my/our signature/s below, I/we affirm that all information provided in this form is true and correct. I/We understand that if any information is falsely reported, the City of Dublin may take legal action against me/us.*

\_\_\_\_\_  
 Signature of Owner, Print Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Owner, Print Name

\_\_\_\_\_  
 Date

**EXHIBIT G**

Secondary Unit (ADU)

PERFORMANCE DEED OF TRUST

Attached

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

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

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

(Space Above This Line for Recorder's Use)

City Clerk Department\Agreements/Contracts\0600-25

**Development:**

Owner:

APN:

**PERFORMANCE DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE  
FILING AND SECURITY AGREEMENT**

City of Dublin  
Affordable Housing Program – Restricted Secondary Unit

**THERE ARE RESTRICTIONS ON THE USE OF THE PROPERTY  
ENCUMBERED BY THIS DEED OF TRUST. RENTAL OF THE SECONDARY  
UNIT ON THIS PROPERTY IS LIMITED TO INCOME-ELIGIBLE HOUSEHOLDS  
AT A QUALIFYING RENT PURSUANT TO THE CITY OF DUBLIN'S  
AFFORDABLE HOUSING PROGRAM. CERTAIN LIMITATIONS APPLY TO  
THE SALE OF THIS PROPERTY.**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE FILING  
AND SECURITY AGREEMENT (this **"Deed of Trust"**) is made as of **DATE**  
(**"Effective Date"**) by **OWNER (s) as they appear on title** (collectively, **"Trustor"**)  
to the City of Dublin (the **"Trustee"**) whose business address is 100 Civic Plaza,  
Dublin, CA 94568, for the benefit of the City of Dublin, a municipal corporation  
(**"Beneficiary"**).

**RECITALS**

A. Trustor is the owner of the real property located at **Property address**  
in the City of Dublin, California 94568 and more particularly described in the  
attached Exhibit A (the **"Property"**).

B. In accordance with City of Dublin Affordable Housing Program (“**Program**”) requirements, Trustor and Beneficiary entered into that certain Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants (“**Secondary Unit Regulatory Agreement**”) and recorded in the Official Records of Alameda County substantially concurrently herewith (the “**Secondary Unit Regulatory Agreement**”).

C. The secondary unit rental restrictions set forth in this Deed of Trust and in the Secondary Unit Regulatory Agreement are intended to effectuate the requirements of the Program.

D. Among other provisions, the Secondary Unit Regulatory Agreement provides that (i) if rented, the restricted secondary unit must be rented at or below the Qualifying Rent to Eligible Households (ii) Trustor is subject to certain recording requirements; and (iii) there are limitations on the sale of the Property.

E. Capitalized terms used and not defined in this Deed of Trust have the meaning ascribed to them in the Secondary Unit Regulatory Agreement.

**NOW THEREFORE**, to secure full and timely performance by Trustor of the Secured Obligation, it is agreed as follows:

1. Grant in Trust. Trustor, in consideration of the promises herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of Trustor’s right, title and interest now held or hereafter acquired in and to the following:

(a) all of that certain real property located at **Property address** in Dublin, California 94568, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Land**”);

(b) all buildings, improvements and fixtures now or hereafter erected on the Property and all replacements and additions thereto (“**Improvements**”);

(c) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto (“**Appurtenances**”);

(d) all fixtures now or hereafter attached to or used in and about the Property or the Improvements or hereafter located or constructed on the Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the Improvements in any manner (“**Fixtures and Equipment**”); and

(e) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property (“**Leases**”) and all rents or other payments which may

now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("**Rents**") (whether or not such Leases and Rents are permitted pursuant to the Secondary Unit Regulatory Agreement).

All of the above-referenced Property, Improvements, Appurtenances, Fixtures and Equipment, Leases and Rents are herein referred to collectively as the "**Security**."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing performance of all of the following (the "**Secured Obligations**"): (i) all present and future obligations of Trustor set forth in this Deed of Trust or in the Secondary Unit Regulatory Agreement; (ii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all modifications, supplements, amendments, renewals, and extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the

Land and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

4. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the Uniform Commercial Code ("UCC") with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Alameda County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC. The full name of Trustor and the mailing address of Trustor are set forth in Section 8.7 of this Deed of Trust.

#### 5. Trustor Representations, Warranties And Covenants

5.1. Trustor's Estate. Trustor represents and warrants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property. Trustor agrees to warrant and defend generally the title to the Property against all claims and demands subject to any declarations, easements, or restrictions listed in the schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the Property.

5.2 Performance of Covenants. Trustor will observe and perform all of Trustor's covenants and agreements set forth in the Secondary Unit Regulatory Agreement, this Deed of Trust, and all other instruments secured by the Property.

5.3 Maintenance of the Property. Trustor agrees: (a) to keep the Property in good repair and in decent, safe, sanitary, habitable condition and permit no waste thereof; (b) to repair, restore or rebuild promptly any Improvements that may be damaged or destroyed while subject to the lien of this Deed of Trust; (d) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; and (e) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the

Beneficiary's written consent. If there arises a condition in contravention of this Section, and if the Trustor has not cured such condition within thirty (30) days after receiving a notice from Beneficiary of such a condition, then in addition to any other rights available to Beneficiary, Beneficiary shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property to recover its cost of cure.

5.4 Appear and Defend. Trustor shall appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of the Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the Beneficiary or Trustee may appear, and in any suit brought by the Beneficiary to foreclose this Deed of Trust.

5.5 Charges; Liens. Trustor shall pay prior to delinquency all taxes, assessments, and other charges, fines, and impositions affecting the Property directly to the payee thereof. Upon request of Beneficiary, Trustor shall promptly furnish to Beneficiary copies of all notices of such amounts due and shall promptly furnish to Beneficiary receipts evidencing all such payments made. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest therein, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall not be required to pay any tax, charge or assessment so long as Trustor is actively contesting its validity in good faith and by appropriate legal proceedings which will operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. Trustor shall post security for the payment of such contested claims as may be requested by the Beneficiary.

5.6 Insurance. Trustor shall keep the Land and the Improvements insured by a standard all-risk property insurance policy in an amount equal to the replacement value of the Property with loss payable to the Beneficiary. The insurance carrier providing such insurance shall be licensed to do business in the State of California and may be chosen by Trustor, subject to approval by Beneficiary. All insurance policies and renewals thereof will be in a form acceptable to the Beneficiary, and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of any senior lien and the Beneficiary as their interests may appear and in a form acceptable to the Beneficiary. The Beneficiary shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Trustor shall promptly furnish to the Beneficiary, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Trustor will give prompt notice to the insurance carrier and the Beneficiary or its designated agent. The Beneficiary, or its designated agent, may make proof of loss if not made promptly by Trustor. The Beneficiary shall receive

thirty (30) days advance written notice of the cancellation, expiration or termination or any material change in the coverage afforded by any of the insurance policies required under this Section.

Unless otherwise permitted by the Beneficiary in writing, insurance proceeds, subject to the rights of the holder of any senior lien, will be applied to restoration or repair of the Property damaged. If the Property is abandoned by Trustor, or if Trustor fails to respond to the Beneficiary, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Trustor that the insurance carrier offers to settle a claim for insurance benefits, the Beneficiary, or its designated agent, is authorized to collect and apply the insurance proceeds at the Beneficiary's option either to restoration or repair of the Property or to pay amounts due under the Secondary Unit Regulatory Agreement.

If the Property is acquired by the Beneficiary, all right, title and interest of Trustor in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition will pass to the Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the holder of any senior lien.

Renewal policies and any replacement policies, together with premium receipts satisfactory to the Beneficiary, shall be delivered to the Beneficiary at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Beneficiary shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses.

## **6. IT IS MUTUALLY AGREED THAT:**

6.1. Protection of Beneficiary's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, default under any senior lienholder document, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, then Beneficiary, at Beneficiary's option, without releasing Trustor from any obligation hereunder, may upon notice to Trustor, make such appearance, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, the purchase of insurance, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this Section, with interest thereon, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor

requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder.

6.2 Inspection. Beneficiary or its agent may make or cause to be made reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor reasonable notice prior to any such inspection.

6.3 Awards and Damages. Subject to the rights of senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the amounts collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

6.4 Prohibition on Transfers of Interest. With the exception of the transfers permitted pursuant to Section 6.9 below, if all or any part of the Property or an interest therein is sold or transferred by Trustor in violation of the Secondary Unit Regulatory Agreement, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Trustor notice of acceleration in accordance with Sections 7.2 and 8.7 hereof. Such notices shall provide a period of not less than 30 days from the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor, invoke any remedies permitted by Section 7.2(a) hereof.

6.5 Sale or Forbearance. No sale of the Property, forbearance on the part of Beneficiary or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Trustor either in whole or in part.

6.6 Beneficiary's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorser or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) Beneficiary may in its sole discretion: (i) release any person now or hereafter liable for payment of any or all such indebtedness, (ii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the Beneficiary, may reconvey all or any part of the Property, consent to the making of any map or plot of the Land, join in granting any assessment thereon, or join in any such agreement of extension or subordination.

6.7 Reconveyance. Upon payment of all sums and satisfaction of all obligations secured by this Deed of Trust (including without limitation, the satisfaction of all obligations set forth in the Secondary Unit Regulatory Agreement, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

6.9 Permitted Transfers. Subject to compliance with the terms and conditions set forth in the Secondary Unit Regulatory Agreement, the following transfers shall not be deemed to be a default hereunder:

(a) The transfer of the Property to a surviving spouse, child or joint tenant by devise, descent or operation of the law, on the death of a joint tenant.

(b) A transfer of the Property where the spouse or domestic partner of Trustor becomes a co-owner of the Property.

(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse of Trustor becomes an owner of the Property.

(d) A transfer to an inter vivos or living trust in which the Trustor is and remains the beneficiary of the trust and the occupant of the Property.

## 7. EVENTS OF DEFAULT

7.1 Events of Default. Any one or more of the following events shall constitute a default under this Deed of Trust:

- (a) Rental of the Secondary Unity to a household that does not qualify as an Eligible Household.
- (b) Rental of the Secondary Unit at a monthly rent that exceeds the Qualifying Rent.
- (c) The sale, conveyance, encumbrance or other transfer of the Property in violation of the Secondary Unit Regulatory Agreement.
- (d) An event of default arises under any other loan secured by the Property and such default remains uncured following the expiration of any applicable cure period.
- (e) Trustor encumbers or refinances the Property in violation of the Secondary Unit Regulatory Agreement.
- (f) Trustor fails to pay real estate taxes, assessments or homeowner's association dues, when due, or Owner fails to maintain insurance in such amounts as required under this Agreement, and such event or condition shall not have been cured within thirty (30) days following the date of written notice of default from Beneficiary.
- (g) Trustor fails to observe or perform any other covenant, condition, or agreement to be observed or performed by Trustor pursuant to this Deed of Trust, and Trustor fails to cure such default within 30 days following the date of written notice of default from Beneficiary.
- (g) An event of default arises under the Secondary Unit Regulatory Agreement.
- (h) Trustor declares bankruptcy or makes an assignment of assets for the benefit of creditors.

## 7.2 Acceleration and Sale.

(a) Default; Remedies. Upon Trustor's breach of any covenant or agreement of Trustor under the Secondary Unit Regulatory Agreement or this

Deed of Trust (including without limitation, Trustor's encumbrance or refinancing of the Property in violation of the foregoing agreements) Beneficiary shall, prior to acceleration, mail notice to Trustor as provided in Section 8.7 hereof specifying: (i) the nature of the breach; (ii) the action required to cure such breach; (iii) a date no less than thirty (30) days from the date the notice is mailed to Trustor by which such breach must be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in the sale of the Property. The notice shall further inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Beneficiary at Beneficiary's option may: (a) if applicable, declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and invoke the power of sale; (b) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants set forth herein; (c) deliver to the Trustee a written declaration of default and demand for sale pursuant to the provisions for notice of sale found at California Civil Code Sections 2924 *et seq.*, and (d) pursue any other remedy permitted under California law. Beneficiary shall be entitled to collect from the Trustor, or from the proceeds of the sale of the Property, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

(b) Trustor's Right to Reinstate. Trustor will have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust had no acceleration occurred; (b) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, including, but not limited to, reasonable attorneys' fees; (c) Trustor cures all breaches of any other covenants or agreements of Trustor set forth in the Secondary Unit Regulatory Agreement, and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums and perform the obligations secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

(c) Sale. After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Trustor, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from

time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Trustor, Trustee or the Beneficiary, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee, Trustee shall apply the proceeds of sale to the payment of the indebtedness hereby secured, including any advances made or costs or expenses paid or incurred by Beneficiary under this Deed of Trust, any indebtedness evidenced by any other instrument hereby secured, and all other sums then secured hereby, in such order as the Beneficiary shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(d) Assignment of Rents; Appointment of Receiver; Beneficiary in Possession. Upon acceleration under Section 7.2(a) or abandonment of the Property, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (if any) including those past due. All rents collected by Beneficiary or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and Section 7.2(a) shall operate subject to the claims of prior lien holders.

7.3 Remedies Cumulative; No Waiver. No exercise of any right or remedy by the Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay or forbearance by the Beneficiary or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof in any continued or subsequent default hereunder. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

7.4 Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Beneficiary, to be exercised at any time hereafter, without specifying any reason therefore, by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Beneficiary deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance,

succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

7.5 Superiority of First Lender Documents. Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 8.3 of the Secondary Unit Regulatory Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to cure a default under the loan terms, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Trustor, or to protect its interests under the First Lender Deed of Trust. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Deed of Trust shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period and (ii) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

## 8. MISCELLANEOUS PROVISIONS

8.1 Successors and Assigns. The covenants and agreements contained in this Deed of Trust shall bind, and the benefit and advantages hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties; provided however, nothing in this Section is intended to or shall modify any restrictions on assignment set forth herein or in the Secondary Unit Regulatory Agreement. As used herein, the words "the Beneficiary" means the present Beneficiary or any future owner or holder, including a pledgee of the indebtedness secured hereby.

8.2 Headings; Gender, Number. The captions and headings used in this Deed of Trust are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof. Wherever used, the singular

number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

8.3 Approvals in Writing. Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Beneficiary is required or permitted under this Deed of Trust, such action shall be in writing.

8.4 Joint and Several Obligations. If more than one person has executed this Deed of Trust as Trustor, the obligations of all such persons hereunder shall be joint and several.

8.5 Severability. If any provision of this Deed of Trust shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.6 Indemnification. Trustor agrees to indemnify, defend (with counsel approved by Beneficiary) and hold the Beneficiary, its elected and appointed officers, officials, agents and employees ("Indemnitees") harmless from and against any and all losses, damages, claims, actions, demands, judgments, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities (all of the foregoing, collectively "Claims") which the Indemnitees may sustain or suffer directly or indirectly as a result of or arising in connection with (i) Trustor's failure to perform any obligations as and when required by the Secondary Unit Regulatory Agreement or this Deed of Trust, (ii) the failure at any time of any of Trustor's representations and warranties to be true and correct, or (iii) any action or omission by Indemnitees in connection with this Deed of Trust, except to the extent any such Claim arises due to the gross negligence or willful misconduct of Indemnitees.

8.7 Notices. Except for any notice required under applicable law to be given in another manner (a) any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property address or any other address Trustor designates by notice to Beneficiary as provided herein; and, (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's mailing address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Trustor or Beneficiary when given in the manner designated herein.

Beneficiary: City of Dublin  
100 Civic Plaza  
Dublin, CA 94568  
Attn: City Clerk  
HousingInfo@dublin.ca.gov

Trustor: First Name and Last Name  
123 Main Street  
Dublin, CA 94568

8.8 Beneficiary Statement. Beneficiary may collect a fee for furnishing the beneficiary statement in an amount not to exceed the amount as provided by Section 2943 of the Civil Code of California.

8.9 Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

***SIGNATURES ON FOLLOWING PAGE.***

**IN WITNESS WHEREOF**, Trustor has executed this Deed of Trust as of the date first written above.

**TRUSTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**SIGNATURES MUST BE NOTARIZED.**

**Notary Acknowledgement**  
[Insert Here]

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## STAFF REPORT CITY COUNCIL

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DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: 2025 Draft City of Dublin Legislative Platform  
*Prepared by: Jordan Foss, Management Analyst II*

### EXECUTIVE SUMMARY:

The City Council will receive a report and provide direction to Staff on the draft 2025 Legislative Platform which guides the City's response to potential and pending legislation, policies, programs, ballot measures, mandates, and budgets at all levels of government.

### STAFF RECOMMENDATION:

Receive the report and provide direction.

### FINANCIAL IMPACT:

None.

### DESCRIPTION:

Each year the City Council approves a Legislative Platform that includes the goals, strategies, and priorities for organizing the City's legislative advocacy efforts. The draft 2025 Platform (Attachment 1) was prepared to initiate discussion with the City Council on the fundamental legislative issues important to the City over the next year. This attachment includes tracked changes to identify proposed revisions to the Platform.

The draft 2025 Platform is substantially similar to the 2024 Platform, however it includes modifications to account for changes in state law, anticipated issues for the current legislative session, and non-substantive grammatical and wording changes.

The General Legislative Principles will guide the City's legislative advocacy efforts. These Principles were first adopted with the City's initial Legislative Platform in 2015 and have been reaffirmed by subsequent City Councils, demonstrating their continued relevance and importance. These Principles include:

- Preserving and/or increasing local government discretion.
- Promoting or enhancing revenue sources.
- Advancing the City of Dublin’s Mission and Vision Statements.

The draft 2025 Platform includes eight Public Policy Priorities which have been shaped over the years through alignment with the Tri-Valley Cities Coalition (TVCC) Legislative Framework, input from legislative advocacy groups, and City Council feedback. The draft 2025 Platform Public Policy Priorities remain unchanged from the prior year and include:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety and Public Health
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cyber Security

The Public Policy Priorities guide the City’s position and advocacy on relevant legislation. Each year, the Executive Team and the City’s legislative advocacy firm, Townsend Public Affairs, reviews the Legislative Platform and updates advocacy positions based on anticipated legislation, policies, programs, ballot measures, mandates, and budgets. Townsend Public Affairs reviewed the draft 2025 Platform to ensure it includes relevant language for upcoming legislation.

It should be noted that the list of Public Policy Priorities is not exhaustive. In those instances where potential legislation, policies, programs, ballot measures, mandates, and budgets do not fit within the specific Public Policy Priorities, the General Legislative Principles will guide City action.

New or modified advocacy positions that are in line with the Public Policy Priorities include:

#### General Administration

- Supporting legislation that adds flexibility in governing open government initiatives, as well as principles of the open meetings including provisions of the Ralph M. Brown Act at all levels of government. (NEW)

#### Fiscal Sustainability

- Opposing legislation that limits or delays the imposing or collection of development impact fees. (MODIFIED)
  - Priority 2.15 includes the added language of “limits, or delays the imposition or collection of development impact fees, thus restricting the City’s ability to....” to address any future legislation that may cause delays with impact fee collection.

### Public Works and Transportation

- Supporting legislation that focuses on resilient transportation communication networks. (MODIFIED)
  - Priority 3.5 includes the added language of “resilient transportation communication networks” to address future legislation that supports the City’s ability to deploy this technology.
- Supporting legislation that provides funding for climate-resilient transportation infrastructure to withstand weather events, wildfires, and other climate-related challenges. (NEW)

### Community and Economic Development

- Supporting legislation that makes the Regional Housing Needs Allocation (RHNA) process more transparent and equitable. (MODIFIED)
  - Priority 4.3 includes the added language of “and transparent” to address future legislation that will create more transparency around the RHNA process.
- Supporting legislation that would modify funding and policies that require additional staffing resources be deployed by the California Department of Housing and Community Development (HCD) to ensure uniformity within the housing element compliance and review process. (NEW)
- Supporting legislation that would provide for local input and control over the development of high-density development in areas prone to fire and natural disasters. (NEW)

### Public Safety and Public Health

- Supporting legislation that provides public safety reforms. (MODIFIED)
  - Priority 5.10 includes the added language of “insurance availability, and emergency preparedness” to address any future legislation that may provide reforms to insurance availability for residents and funding for emergency preparedness activities.
- Supporting legislation that provides for the stabilization and equitable assessment of property insurance premiums in fire-prone areas. (NEW)

### Parks and Community Services

- Supporting legislation that provides access and funding for the provision of before and after school childcare through local programming. (NEW)
- Supporting legislation that supports funding for vital regional and community services delivered by parks and recreation departments, specifically that impact access to parks, open space, bikeways, after school programming, youth services, senior services, food programs, and facilities that promote physical activity, as well as protect natural resources and strengthen safety and security. (NEW)
- Opposing legislation that strives to capture or divert local park and recreation revenue or shift responsibility for State services or programs to parks and recreation departments without commensurate revenue. (NEW)

#### Technology and Cybersecurity

- Supporting legislation that provides for the thoughtful and measured deployment of artificial intelligence technologies to enhance local government capabilities, including public safety alerts. (NEW)

#### STRATEGIC PLAN INITIATIVE:

None.

#### NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

#### ATTACHMENTS:

- 1) Draft 2025 Legislative Platform (redlined)



~~2024~~2025 LEGISLATIVE PLATFORM  
FEDERAL AND STATE POLICY PRIORITIES  
FEBRUARY ~~2024~~2025

## Introduction

Many public policies intersect with City priorities, programs, and services. This ~~2024~~2025 Legislative Platform (Platform) outlines the City of Dublin's legislative priorities and positions on these policies to inform residents, representatives, and policymakers. These priorities are applicable to all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Mission of the City of Dublin is to promote and support a high quality of life, ensure a safe ~~and~~ secure, and sustainable environment, foster new opportunities, ~~provide equity across all programs,~~ and champions a culture of diversity, equity, and inclusion. This Mission shall guide the City's Legislative Platform.

This Platform provides Staff with direction and authorizes them, on the City Council's behalf, to quickly respond in support of or in opposition to bills and other legislative or gubernatorial actions in time-sensitive situations. Additionally, the Platform enables Staff to communicate Dublin-specific issues and impacts with state legislators. Staff may draft letters, direct our legislative advocates, or speak on behalf of the City regarding the legislative priorities this document outlines.

Any correspondence signifying the City's support or opposition of a given bill must be signed by the Mayor and / or City Manager with notification to the City Council.

Any questions regarding this Legislative Platform can be directed to Jordan Foss, Management Analyst II at [jordan.foss@dublin.ca.gov](mailto:jordan.foss@dublin.ca.gov).

## Platform Overview and Coordination

This Legislative Platform serves as the foundation for City legislative advocacy at all levels of government. It informs the City's legislative representatives of the key issues and legislation that could have a potential impact on the City and the process in which the City will participate in the legislative process. The City will employ several strategies to advocate or advance the City's public policy interests, which include:

- **Position Development**
  - Reviewing analyses and positions by the League of California Cities (Cal Cities), legislative advocates, and other local government / professional associations in formulating the City's position.
  - Working with City departments and; legislative advocate(s) to develop this platform and identify positions on proposed legislative measures.
- **Status Tracking**
  - Tracking key bills through the legislative process.
- **Communication and Advocacy**
  - Communicating the City's position, in accordance with this Platform, through correspondence, testimony, and meetings.
  - Working cooperatively with other cities (including the Tri-Valley Cities), associations, and Cal Cities on advocating the City's legislative position.
  - Meeting with legislators and their representatives, as well as other federal, state, and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance, and City programs and services.

The City Manager's Office will exercise day-to-day oversight of legislative matters. In addition to coordinating formal action through the City Council, the City Manager and their designee will manage the City's Legislative Platform.

Staff will follow the process below when responding to all proposed and relevant legislation, policies, programs, ballot measures, mandates, and budgets.

1. Review and determine whether a proposal will impact the City.
2. Prepare a letter outlining the City's position for the Mayor's or City Manager's signature.
3. Distribute the letter to the legislation's author(s), key legislative committees, the City Council, and other relevant parties.

In scenarios where a proposal or regulation arises that may impact the City and is not covered by this Legislative Platform, Staff will prepare a draft position letter for the City Council to review prior to distribution.

## General Legislative Principles

The guiding principles for the City's legislative advocacy efforts include:

**Advancing Existing City Mission, Vision, Values, and Policies**  
**Preserving and/or Increasing Local Government Discretion**  
**Promoting or Enhancing Revenue Sources**

## Public Policy Priorities

This Legislative Platform identifies specific Public Policy Priorities by topic area. Informed by the General Legislative Principles, these priorities will guide the positions the City will take on all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Public Policy Priorities are categorized as follows:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety and Public Health
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cybersecurity

### 1. General Administration

Staff recommends that the City Council **support** legislation that:

1. Enhances or streamlines local control and allows cities to address the needs of local constituents within a framework of regional cooperation.

2. Streamlines the process to apply for, to receive approval of, and to receive state or federal funding.
3. Assures every person the right to equal treatment in and access to all government-sponsored benefits or funded programs.
4. Provides the ability to conduct public meetings using a hybrid approach that allow for equitable access and participation of elected officials and the public while considering privacy, health, and safety of all stakeholders.
5. Provides alternative methods of meeting public noticing requirements through cost-effective, innovative, and technological methods of communication, and changes the definition of “newspaper of general circulation” due to realities of consolidated newspaper publications and the increase in on-line publications.
6. Increases the voting requirement for future measures to be approved by the same proportion of votes cast as the measure requires, and preserves agency rights to place advisory questions on the ballot.
7. Support additional flexibilities governing open government initiatives as well as the principles of the open meetings including provisions of the Ralph M. Brown Act at all levels of government.

Staff recommends that the City Council **oppose** legislation that:

- ~~7-8.~~ Attempts to restrict local authority or decision-making whether by state or federal legislation, regulations, -or ballot propositions voter initiatives.
- ~~8-9.~~ Diminishes or eliminates local governments’ ability to contract out for the provision of services.

## 2. Fiscal Sustainability

Staff recommends that the City Council **support** legislation that:

1. Maintains or enhances ongoing revenues to the City.
2. Updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.
3. Ensures timely distribution of mandated reimbursements owed to the City.
4. Removes unnecessary state-imposed mandates.
5. Provides for the use of incentives for local government action rather than mandates (funded or unfunded).
6. Establishes new and innovative revenue options and resources to finance public infrastructure construction and maintenance.
7. Streamlines the establishment and utilization of infrastructure financing districts or other funding mechanisms for infrastructure improvements.
8. Changes the Communications Act of 1934 that removes the distinction between “capital” and “operating” funds to provide more local control for community television stations in the use of their public, educational, and government (PEG) channel fees.
9. Supports measures to increase transparency of all public employee salaries and benefits.
10. Supports measures to provide sustainable public pensions and other post-retirement benefits.

11. Lowers the necessary voter threshold from a two-thirds supermajority to 55-percent to approved local general obligation bonds and special taxes for affordable housing and public infrastructure projects.

Staff recommends that the City Council **oppose** legislation that:

12. Undermines and preempts local authority over local taxes and fees.
13. Shifts funds from local governments to the state or federal government.
14. Imposes unfunded or inadequately funded federal and state mandates on local governments.
15. Eliminates, limits, or delays the imposition or collection of development impact fees ~~or limits the ability of cities to levy such fees to, thus restricting the City's ability to~~ provide for infrastructure or services.
16. Requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.
17. Defers reimbursements for state mandated programs.

### 3. Public Works and Transportation

Staff recommends that the City Council **support** legislation that:

1. Ensures the City receives its fair share of transportation funding and ~~that~~ keeps the funding decisions at the local level.
2. Provides for more stable and equitable long-term funding sources for transportation; ~~such as the Cap and Trade program and various programs funded through the revenue generated via Cap and Trade.~~
3. Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
4. Reduces Vehicle Miles Traveled (VMT) and encourages developing and implementing Transportation Demand Management (TDM) plans and strategies.
5. Expands opportunities and funding for connected and shared autonomous vehicles, high occupancy vehicles, ~~managed lane policies, improved enforcement,~~ new technology deployment, resilient transportation communication networks, and reducing traffic congestion and delay.
6. Improves multimodal freight movement between the San Francisco Bay Area and the Central Valley and projects that reduce freight traffic on I-580.
7. Encourages active transportation, enhances the safety of all modes of transportation, particularly bicycles and pedestrians, and reduces vehicle speeds and traffic congestion.
8. Increases and funds local control and local regulation of shared mobility, transportation network companies (TNCs), and other emerging industries that use city infrastructure to offer private services.
9. Enables the sale of traffic data to recover the cost of data collection.
10. Enables innovative rail connectivity projects which aim to address the regional jobs, housing, and transit imbalance jobs/housing/transit imbalance (i.e., Valley Link).
- ~~40.~~11. Provides funding for climate-resilient transportation infrastructure to withstand weather events, wildfires, and other climate-related challenges.

Staff recommends that the City Council **oppose** legislation that:

~~44.12.~~ Infringes upon the ability of local governments to effectively administer and modify state and local construction provisions and standards.

~~42.13.~~ Takes away local control of managing and operating local streets and roads.

~~43.14.~~ Reduces the City's condemnation authority regarding acquisition of properties required for public projects.

~~44.15.~~ Reduces local government's ability to enact transportation impact fees that fund transportation improvements.

~~45.16.~~ Diverts traffic from freeways or highways to local streets.

## 4. Community and Economic Development

Staff recommends that the City Council **support** legislation that:

1. Maintains the City's authority over land use decisions.
2. Strengthens local regulatory authority and control over the siting of medical or recreational marijuana dispensaries.
3. Creates a more equitable and transparent Regional Housing Needs Allocation (RHNA) process.
4. Creates more flexibility for local jurisdictions to work together to provide housing that counts toward RHNA requirements.
5. Eliminates redundant, costly, and cumbersome mandates and restrictions required by CEQA (California Environmental Quality Act).
6. Provides incentives or new funding mechanisms for affordable housing and transit-oriented development.
7. Increases financial assistance to provide affordable, transitional, special needs and emergency housing to the homeless, seniors, veterans, and people with special needs.
8. Expands STEM (Science, Technology, Engineering and Mathematics) programs in K-12, higher education, and libraries.
9. Enhances the City's efforts to retain existing businesses and attract new businesses.
10. Provides tangible and productive tools and incentives to support job creation, business attraction, and business retention.
11. Advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.
12. Support funding and policy modifications that require additional staffing resources be deployed by HCD to ensure uniformity within the housing element compliance and review process.
- 44.13. Provides for local input and control over the development of high-density development in areas prone to fire and natural disasters.

Staff recommends that the City Council **oppose** legislation that:

~~42.14.~~ Interferes with or reduces local land use control and decision making.

~~43.15.~~ Diminishes or eliminates the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.

~~44.16.~~ Diminishes or eliminates cities' authority to regulate condominium conversions.

~~15-17.~~ Interferes with the ability to provide productive incentives to support job creation, business attraction, and business retention.

## 5. Public Safety and Public Health

Staff recommends that the City Council **support** legislation that:

1. Increases funding for local law enforcement, fire suppression and prevention, hazardous materials mitigation, and emergency medical services.
2. Funds local agencies for training, disaster preparedness, crime prevention, public outreach, and emergency planning.
3. Ensures cities have control of regulating local medical marijuana facilities instead of the state, protects public safety with standardized security requirements, protects public health with uniform health and safety standards, and ensures patient safety with a quality assurance protocol.
4. Improves data and information dissemination, preparedness funding, and first-responder training for oil-by-rail shipments.
5. Maintains or increases grant funding for the Community Oriented Police Services (COPS) program.
6. Provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
7. Supports funding to prepare, mitigate, adapt, and respond to extreme weather or emergency events.
8. Supports alternative crisis response programs for mental health, substance abuse, or homelessness related calls for emergency service.
9. Expands access and resources to public health care services, including mental health, behavioral health, and substance abuse services.
- ~~10.~~ Supports sensible public safety reforms, especially regarding retail theft, burglary, ~~and~~ assault, ~~insurance availability, and emergency preparedness.-~~
- ~~10-11.~~ Provides for the stabilization and equitable assessment of property insurance premiums in fire-prone areas.

## 6. Parks and Community Services

Staff recommends that the City Council **support** legislation that:

1. Creates new funding opportunities for parks and community facilities.
2. Provides funding for ADA (Americans with Disabilities Act) facility and park upgrades.
3. Increases available financial assistance to local non-profit and community-based organizations ~~who~~ that provide social services and mental health services to residents in need.
4. ~~Efforts to p~~Provides funding for the rehabilitation, development, and capital improvements for park improvements to enhance the active and passive recreational infrastructure.
5. Supports funding or regulations for cooling strategies in local and regional parks.

6. Supports funding or promoting parks and park-related amenities to increase community resilience, including mitigating climate change effects and increasing access.
7. Support or pursue legislation to expand funding sources available to make technological updates to existing and new parks and recreation spaces.
8. Support access and funding for the provision of before and after school childcare through local programming.
9. Support funding for vital regional and community services delivered by parks and recreation departments that impact access to parks, open space, bikeways, after school programming, youth services, senior services, food programs, and facilities that promote physical activity, as well as protect natural resources and strengthen safety and security.

Staff recommends that the City Council **oppose** legislation that:

- 7.10. Reduces or eliminates the City's ability to levy park impact fees.
11. Imposes regulations that create cost prohibitive administrative burdens which may result in the reduction of parks programming.
12. Oppose efforts to capture or divert local park and recreation revenue or efforts to shift responsibility for State services or programs to park and recreation departments without commensurate revenue.

## 7. Climate and Environment

Staff recommends that the City Council **support** legislation that:

1. Assists and funds local governments in meeting or exceeding local or state climate adaptation goals ~~to~~, reduce global warming pollution levels, ~~to~~ develop alternate energy resources and fuel efficiency programs, and to reduce fossil fuel dependence.
2. Streamlines development of and provides funding for electric vehicle (EV) charging and hydrogen fueling infrastructure locally and regionally.
3. Supports current waste diversion goals, local compliance efforts, and associated measurement and reporting requirements.
4. Assists the City in meeting or exceeding established goals of reducing water consumption and increasing water supply without preempting local planning decisions.
5. Supports circular economy solutions, extended producer responsibility, and requires manufacturers be responsible for the end of useful life cost of collecting, processing, recycling, and disposing of products they manufacture.
6. Protects the interest of ~~California's~~ Community Choice Aggregators, like Ava Community Energy, that provide renewable and clean electricity ~~providers and to~~ their customers.
7. Incentivizes regional and local government efforts to develop and implement programs to reduce air pollution.
8. Funds compliance and full life cycle costs of current and new mandatory storm water quality permit requirements.
9. Addresses litter control and abatement problems in California.

10. Reduces the financial impact of state and federal funded and unfunded mandates related to compliance with environmental programs and regulations.

Staff recommends that the City Council **oppose** legislation that:

11. Preempts local planning decisions regarding solid waste facility sites.
12. Preempts local solid waste and AB 939 fee setting authority or imposes taxes or fees on local solid waste programs to fund state programs not directly related to solid waste management.

## 8. Technology and Cybersecurity

Staff recommends that the City Council **support** legislation that:

1. Promotes the use of data and technologies to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, increase transparency to public information, enhance municipal quality of life factors and help solve other civic challenges.
2. Maintains local control over municipal assets in the deployment of next generation technological infrastructure.
3. Increases the City's capacity to protect against cyber security attacks.
4. Provides funding for programs that seek to expand digital access for residents and businesses.
- 4.5. Provides for the thoughtful and measured deployment of artificial intelligence technologies to enhance local government capabilities, including public safety alerts.

Staff recommends that the City Council **oppose** legislation that:

- 5.6. Limits or removes local review and permitting of emerging telecommunications technologies, such as Small Cell technology.

## Regional Collaboration

The City of Dublin is a member of the Tri-Valley Cities (TVC), a coalition of the five Tri-Valley municipalities who work together to advocate for issues and funding at the regional, state, and federal levels. The TVC is governed by the five Mayors of each municipality who develop and adopt a TVC Legislative Framework which guides the advocacy efforts of the TVC.

# Draft 2025 Legislative Platform

February 4, 2025



# Background

- Each year the City Council adopts a Legislative Platform to guide legislative advocacy efforts for the upcoming year.
- Structured in three tiers:
  - **Guiding Principles**, which set the broad goals for advocacy efforts.
  - **Public Policy Priorities**, which guide the City's position on relevant legislation.
  - **Advocacy Positions**, which provide more specific positions in each Public Policy Priority.
    - Not an exhaustive list.



# Background, 2

- The draft 2025 Platform is substantially similar to the 2024 Platform.
- The 2025 Platform makes modifications to account for:
  - Changes in state law.
  - Anticipated issues for the upcoming legislative session.
  - Non-substantive grammatical and wording changes.



# Modified 2024 Advocacy Positions

- The Platform modifies 2024 positions:
  - Reference to limiting or delaying the imposition or collection of development impact fees.
  - Reference to resilient transportation communication networks.
  - Reference to transparency in the Regional Housing Needs Allocation (RHNA) process.
  - Reference to insurance availability and emergency preparedness public safety reforms.



# New Policy Priority Additions

- New additions to the Platform include **supporting** legislation that:
  - Creates flexibility in governing open government initiatives.
  - Provides funding for climate-resilient transportation infrastructure.
  - Modifications to funding and policies that require additional staffing resources be deployed by CA Dept of Housing and Community Development (HCD).
  - Provides for local input and control over high-density developments in areas prone to fire and natural disasters.



# New Policy Priority Additions, 2

- New additions to the Platform include **supporting** legislation that:
  - Creates stable and equitable assessment of property insurance premiums in fire-prone areas.
  - Provides access and funding for the provision of before and after school childcare through local programming.
  - Pursues expanded funding for vital regional and community services delivered by Parks and Recreation Departments.
  - Provides for the thoughtful and measured deployment of artificial intelligence (AI) technologies to enhance local government capabilities.



# New Policy Priority Additions, 2

- New additions to the Platform include **opposing** legislation that:
  - Strives to capture or divert local park and recreation revenue or shift responsibility for State services to local jurisdictions.



# Staff Recommendation

- Receive the report and provide direction.
- Questions? Comments?





## STAFF REPORT CITY COUNCIL

DATE: February 4, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Direction on Enhancements at Fallon Sports Park Field G  
*Prepared by: Colleen Tribby, City Manager*

### EXECUTIVE SUMMARY:

The City Council will consider potential improvements, in both the short and long term, that will enhance the City's marketing and use of Fallon Sports Park Field G, including a pilot program to allow advertising signage on the outfield fence. This field is the City's singular 90-foot, lighted, regulation baseball field, is home to the Dublin Leprechauns professional baseball team as well as the Emerald High School team, and is heavily utilized by Dublin Little League and other local community groups.

### STAFF RECOMMENDATION:

Receive the report and provide direction.

### FINANCIAL IMPACT:

Staff has not yet evaluated the cost associated with all of the improvements identified in this report. Upon direction to proceed, Staff will return at a future meeting(s) with a budget appropriation request.

### DESCRIPTION:

#### Background

Fallon Sports Park (FSP) is a multi-sport community facility that provides baseball and softball fields, artificial turf soccer fields, basketball and tennis courts, sand volleyball courts, a premier cricket field, batting cages, a BMX course, bocce courts, playgrounds, group picnic areas, and associated parking lots. The facilities are available for and have been primarily used for rental by community groups and competitive local teams. Some of the amenities also provide walk-on opportunities (e.g., the basketball and volleyball courts, etc.) when not rented.

This 90-foot baseball field (FSP Field G) at the corner of Central Parkway and Fallon Road is the only fully enclosed field that can accommodate regulation, higher level competition. The field has recently become home to two major tenants for their respective seasons: the new Emerald High School Baseball Program, which will utilize the field during the school year season (spring), and the Pecos League Professional Baseball Club Dublin Leprechauns (summer).

The City expects that these two tenants will attract more local participants, potential playoffs and tournaments, and greater attendance and use of Field G. As such, Staff has been engaging in discussions internally and with the Leprechauns organization on potential improvements to the field that will not only encourage higher level usage for professional and high school teams but will enhance the experience for our community groups seeking to host tournament play. Below is the list of improvements for City Council consideration.

### Items for Consideration

#### **Short-Term (Items Requested for 2025 Season)**

- 1) Install a flagpole in center field.  
The City Council previously authorized the flagpole, and Staff is currently working on this, with the goal of installing it by May 2025.
- 2) Install public address system (PA) and Wi-Fi for use by patrons.  
Staff would need to evaluate the cost and environmental impact of this.
- 3) Authorization for outfield fence signage.  
Staff has evaluated outdoor signage at other professional parks and community fields and recommends implementing a pilot program at Field G. This topic is discussed further below.
- 4) Installation of weather protection on the back of the dugouts.  
Weather protection can take the form of windscreens, solar screens, or other materials and structures to protect dugout users.

#### **Long-Term (Items Requested for 2026 Season)**

- 1) Bleachers and improved stadium design to support attendance and concessions.
- 2) Scoreboard upgrade and relocation to right field.
- 3) Permanent Storage – Shipping container placed adjacent to first base bullpen.

#### **Outfield Fence Signage Discussion**

Advertising at sports fields is a widely used tool for generating revenue to support a club or team's activities. For the Leprechauns, in particular, it is a way to compensate and provide housing for its roster of professional players. Staff looked at some examples of how such signage looks at ballfields that house other professional teams (Attachment 1) and evaluated how signage is managed in the cities of San Ramon, Pleasanton, Modesto, and Palo Alto to help inform potential options for Dublin. The specific requirements put in place by the agencies vary, but the general concepts are similar: certain groups (primarily co-sponsored or approved sports organizations)

can put up signage for a defined period (either a weeks-long season or the duration of the rental) as long as it complies with certain standards.

From Staff's perspective, such advertising in Dublin would need to be approved in advance and not conflict with the City's values or be controversial in nature. Staff would also want to ensure that signage would not create a visual blight or a distraction to drivers along adjacent roads. To that end, Staff recommends installing a dark green backing material to which the signage would be attached so that the view from outside the park is clean and consistent.

Staff also recommends piloting this program beginning spring 2025 only at FSP Field G and making it available to any group renting that field for the duration of their rental or period of exclusive use. Expanding the signage to other fully enclosed City fields could be considered upon the success of the pilot. Policies surrounding such signage would include the following:

- Signs must be approved by City staff prior to installation.
- Advertisements shall only be displayed on the field's outfield fence and shall only face the field's interior.
- Advertising copy and/or logos shall be limited to one side and shall be made of durable cloth, bunting, plastic, or similar approved material. Individual advertisements shall not exceed a "footprint" of six feet by 16 feet.
- The advertisement's surface must be tautly and securely fastened to the outfield fence of the field by a minimum of four contact points.
- The renter will maintain all advertising materials in good condition and will remove or replace any damaged, torn, faded, dirty, or defaced advertisements.
- Advertisements shall be installed no sooner than three days prior to the season's commencement and shall be removed within three days of the season's close.
- Specific dates and times for the advertisements' installation and removal may be subject to change by the City to minimize impacts to the public.

### Next Steps

If the City Council desires to pursue the improvements discussed in this Staff Report, Staff will do the following:

- 1) Finalize policies and standards surrounding the pilot signage program and implement the program for the 2025 spring season.
- 2) Return to the City Council at the February 18 meeting with a request for a new Capital Improvement Program (CIP) project, including a budget appropriation for exploration of and/or implementation of the other short-term items identified in this Staff Report.
- 3) Seek approval and funding of the long-term improvements through the normal CIP budgeting process (April – June 2025).

### STRATEGIC PLAN INITIATIVE:

None.

**NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

The City Council Agenda was posted.

**ATTACHMENTS:**

- 1) Fence Signage Examples

## Fence Signage Examples

### 1. Oakland Ballers



### 2. Martinez Sturgeon



### 3. San Rafael Pacifics

